

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

July 30, 2019

6:00 P.M.

108th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. July 23, 2019

Public Comment

Ordinance

2. Adoption of an Ordinance to allow Redevelopment Liquor Licenses and Conditions for Issuance and Operations

Resolutions

Department of Public Works

3. Resolution to rescind vote on resolution to authorize the Mayor to enter into a contract with Pamar Enterprises Inc., for \$1,617,806.50 for the City's 2019 Local Street Improvement Project that failed on July 9, 2019.
4. Resolution to authorize the Mayor to enter into a contract with Pamar Enterprises Inc., for \$1,617,806.50 for the City's 2019 Local Street Improvement Project.

Communication from the City Clerk

5. Communication informing the City Council that the Office of the City Clerk will continue distributing Medical Marijuana applications for growers, processors, secure transporters and safety compliance again to the public as of July 26, 2019.

Monthly Mayoral Reports

6. Monthly Staff Changes Report. (The June report was not submitted. This item was brought back from the July 2, 9, 16, 23, 2019 Council Meetings.)
7. City Credit Card Statement (Finance Department stated that they would provide the June report at the July 9, 2019 meeting. The report has not been submitted. This item was brought back from the July 16 and 23, 2019 Council Meetings.)

Adjournment

#1

MINUTES

July 23, 2019 Formal

**Official Proceedings
Pontiac City Council
106th Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, July 23, 2019 at 6:01 p.m. by Council President Pro-Tem Randy Carter.

Call to Order

Invocation – Pastor Matlock

Pledge of Allegiance

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks and Waterman

Members Absent: Williams and Woodward.

Mayor Waterman was absent.

Clerk announced a quorum.

19-370 **Excuse Councilperson Kermit Williams and Don Woodard for personal reasons.**

Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried.

19-371 **Motion to add a discussion to the agenda regarding 2019 Local Street Project after the approval of meeting minutes.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman and Carter

No: Miller

Motion Carried.

19-372 **Approval of the agenda with amendments.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: Miller

Motion Carried.

July 23, 2019 Formal

19-373 **Approval of special meeting minutes for July 16, 2019.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

19-374 **Approval of study session minutes for July 16, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

Discussion

2019 Local Street Project – DPW Director John Balint

Subcommittee Reports

Received verbal and written report from Public Safety dated July 12, 2019

Mayor Waterman arrived at 6:16 p.m.

Recognition of Elected Officials – Melanie Rutherford Pontiac Library Board, State Representative Brenda Carter and M. Bill Maxey Pontiac Library Board

Special Presentation

AUCH

19-375 **Table for one week the adoption of an Ordinance to allow Redevelopment Liquor License and Conditions for Issuance and operations.** Move by Councilperson Miller and second by Councilperson Taylor-Burks.

Ayes: Carter, Miller, and Taylor-Burks
No: Pietila and Waterman
Motion Failed.

Councilwoman Patrice Waterman left meeting at 6:45 p.m.

19-376 **Resolution to proceed with the Redevelopment Ready Communities (RCC) Program of the Michigan Economic Development Corporation. (MEDC) (This item is from the May 14, 2019 Council Meeting. During the May 14, 2019 Meeting, Council requested that this item be referred to**

the Community Development Subcommittee. The item was discussed during the May 21, 2019 Community Development Subcommittee Meeting). Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Whereas, the City of Pontiac is actively committed to improving the economic development conditions of the City and improving the quality of life for tax payers and residents; and,

Whereas, on October 15, 2018, the City of Pontiac submitted a RRC Self-Evaluation to the MEDC to determine the necessary commitment from the City of Pontiac to obtain Redevelopment Ready Community Certification; and,

Whereas, on March 26, 2019, the MEDC presented to City Council the results of the Redevelopment Ready Communities Evaluation for the City of Pontiac, and the City of Pontiac recognizes the value of this program and the importance of aligning our community readiness for new development and redevelopment of existing properties; and,

Whereas, the City of Pontiac understands the staff commitment to complete the requirements outlined in the RRC City of Pontiac Evaluation for certification; and,

Now, Therefore, Be It Resolved that the City of Pontiac commits to proceed with the pursuit for Redevelopment Ready Community Certification.

Ayes: Miller, Pietila, and Taylor-Burks

No: Carter

Resolution Failed.

19-377 **Resolution to grant the easements for the Phoenix Center and McKinley Street Property as requested by the Water Resources Commissioner's Office and to authorize the Mayor to sign requested easement agreements. (This item is from the July 9, 2019 Council Meeting.)** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

WHEREAS, The City of Pontiac has reviewed the documents provided by the Oakland County Water Resources Commissioner's Office, and;

WHEREAS, The Department of Public Works, Engineering Division finds that there are no concerns with the City granting the requested easement, and;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council authorized the Mayor or Deputy Mayor to sign the subject easement.

Ayes: Miller, Pietila, Taylor-Burks and Carter

No: None

Resolution Passed.

19-378 **Resolution to authorize the Mayor to enter into an extension of the AT&T Right-of-way Telecommunications Permit through September 30, 2020. (This item is from the July 9, 2019 Council Meeting.)** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

WHEREAS, right-of-way telecommunications permit issuance is governed by the Metropolitan Extension Telecommunications Right-of-way Oversight (METRO) Act, Michigan Public Act 48 of 2002; and WHEREAS, consistent therewith, the City of Pontiac entered into a METRO Act right-of-way telecommunications permit with Michigan Bell Company (Now doing business as AT&T) on September 6, 2005; and

WHEREAS, that agreement has been extended since then, and AT&T has requested an extension for a period through September 30, 2020; and,

WHEREAS, payment thereunder is governed by the provisions of the METRO Act;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pontiac authorized the Mayor to enter into an extension of the AT&T Right-of-way Telecommunications Permit through September 30, 2020.

Ayes: Pietila, Taylor-Burks, Carter and Miller

No: None

Resolution Passed.

19-379 Resolution to grant an easement for United Shore to construct a parking lot extension for their location on South Boulevard and Martin Luther King Jr. Boulevard and authorize the Mayor to sign the easement agreement. Moved by Councilperson Miller and second by Councilperson Pietila.

Whereas, the City of Pontiac has reviewed the documents provided by United Shore, and

Whereas, the Department of Public Works, engineering Division finds that there are no concerns with the City granting the requested easement, and;

Now Therefore, Be It Resolved, that the Pontiac City Council authorized the Mayor or Deputy Mayor to sign the subject easement.

Ayes: Taylor-Burks, Carter, Miller and Pietila

No: None

Resolution Passed.

Monthly Mayoral Reports

Monthly Staff Changes Report – (The June report was not submitted.)

City Credit Card Statement – (The June report was not submitted.)

Eight (8) individuals addressed the body during public comment.

Closing comments received from Mayor Waterman, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller and President Pro-Tem Randy Carter. Deputy Clerk Sheila Grandison had no closing comments.

July 23, 2019 Formal

Council President Pro-Tem Randy Carter Adjourned meeting at 7:45 p.m.

SHEILA R.GRANDISON, CMC
DEPUTY CITY CLERK

DRAFT

#2

ORDINANCE



CITY OF PONTIAC
Department of Building Safety
PLANNING DIVISION

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009
TELEPHONE: (248) 758-2800 | FAX: (248) 758-2827

Mayor Deirdre Waterman

TO: MAYOR DEIRDRE WATERMAN, CITY COUNCIL & COUNCIL PRESIDENT

FROM: OFFICE OF DEPUTY MAYOR JANE BIAS-DISESSA
VERN GUSTAFSSON – PLANNING MANAGER

SUBJECT: BISTRO REDEVELOPMENT LIQUOR LICENSE ORDINANCE

DATE: JULY 11, 2019

I have attached for your consideration and first reading pursuant to Charter Section 3.112, a proposed Bistro Redevelopment Liquor License Ordinance. The implementation of the Bistro Redevelopment Liquor License program supports business located in designated TIFA Districts to be granted “Bistro” Liquor Licenses. These licenses are created from Public Act 501 of 2006, establishing Redevelopment Liquor Licenses and encouraging businesses who desire to locate in cities with limited or no liquor licenses available to redevelopment areas within the city. The Bistro Liquor License will benefit those businesses downtown who engage in dining, entertainment, or recreation as a primary use, while the sale of alcohol for on-site consumption will be a secondary use. The issuance of Bistro Licenses will serve as an Economic Development tool, increasing vehicular and pedestrian foot traffic in the Downtown area, while also increasing services to local business and their patrons.

The provided Bistro Redevelopment Liquor License Ordinance outlines the requirements and restrictions for licensure, process and procedure for application, and permit revocation and review. The granting of Bistro Licenses will require the submission of a Bistro License Application provided by the city, Planning Commission Special Exemption Permit review, and City Council approval is required for the initial issuance, reissuance, and transfer of Bistro Licenses. Upon an adopted resolution approving a requested Bistro License the Liquor Control Commission (LLC) will provide to the applicant a Bistro License for \$20,000.

ORDINANCE NO. ____

**AN ORDINANCE TO ALLOW REDEVELOPMENT LIQUOR LICENSES AND
CONDITIONS FOR ISSUANCE AND OPERATIONS**

THE CITY OF PONTIAC ORDAINS:

I. BISTRO RESTAURANTS

- (1) An applicant for a liquor license may propose to utilize the license for purposes of the operation of a bistro. Dining, entertainment, or recreation may be the primary purpose of the bistro. Unique and diverse venues with specialized menus that attract new patronage are encouraged.
- (2) For purposes of this chapter, a "bistro" is defined as being a fixed food service establishment with interior seating that meets all of the following criteria:
 - (a) The liquor license must be a redevelopment district or development district license, as defined in the Michigan Liquor Control Code, MCLA § 436.1101 et seq., as amended.
 - (b) Interior seating (including bar seating) can be no less than 50 people and no greater than 150 people.
 - (c) Sidewalk Cafes and Outdoor Dining Patios as defined in Section 2.539 of the Pontiac Zoning Ordinance are permitted in establishments with Bistro Liquor Licenses, provided that the City determines that there is sufficient space on an adjacent public sidewalk. Rooftop seating does not qualify as seasonal sidewalk cafe seating. Alcohol may only be served to seated patrons in sidewalk seating areas.
 - (d) Bar seating shall be limited to 25% or less of the interior seating.
 - (e) The establishment shall close no later than 12:00AM. With the prior approval of City Council, an establishment may remain open to offer food service.
 - (f) Sales of food shall total not less than 50% of the total revenue of the establishment.
 - (g) The licensee must otherwise comply with all requirements of the City Code.
- (3) Bistro Restaurants may only be located in the C-2 Downtown Zoning District.
- (4) Bistro Restaurant liquor licenses may not be transferred to other businesses, nor other addresses. A Bistro Restaurant liquor license may be transferred to a subsequent owner of the business originally granted the Bistro Restaurant liquor license if approved by the City Council, which shall use the criteria set forth in Section 8(a)-(h) to make such determination.
- (5) Prior to requesting approval by the City Council, a Bistro Restaurant shall obtain a Special

Exception Permit from the City Planning Commission.

(6) Prior to operating a bistro, a licensee shall enter into a Development Agreement with the City setting forth all rehabilitation/restoration plans and operating requirements for the Bistro Restaurant. Failure to comply with the terms and conditions of the Agreement shall be grounds for the City Council to recommend revocation of the license by the Michigan Liquor Control Commission.

(7) Grounds for Immediate Review. A bistro license holder may be subject to immediate review by the City Council if he or she is cited for three violations within one calendar year. When under review, the City Council may determine that the bistro license holder is no longer operating within the best interests of the city, and the City Council may recommend revocation of the bistro license to the Michigan Liquor Control Commission.

(a) A violation includes any of the following:

(i) Violations issued from the Michigan Liquor Control Commission.

a. Citations from the City.

(ii) Citations issued from any other governmental body.

(8) Approval. If the City Council is satisfied that the establishment or operation will provide a benefit to the City of Pontiac and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. The City Council shall consider the following nonexclusive list of criteria to assist in the determination if the establishment will provide a benefit and be an asset to the community.

(a) The applicant's demonstrated ability to finance the rehabilitation/restoration as set forth in the Development Agreement.

(b) The applicant's demonstrated ability to finance the operations of the proposed project.

(c) The applicant's track record with the city, including responding to city and/or citizen concerns.

(d) Whether the applicant has an adequate site plan to handle the bistro liquor license activities at the proposed establishment.

(e) Whether the applicant has adequate health and sanitary facilities at the proposed establishment.

(f) Potential community benefits proposed by the applicant.

(g) The applicant's ability to employ city residents.

(h) Whether the applicant has outstanding obligations to the city (i.e., property taxes, utilities, etc.). Applicant shall be automatically denied if applicant has any outstanding/past-due obligations to the city or other municipality or governmental agency.

(9) Approval Procedures and Requirements;

- A. **Submission & Initiation of Licensee Process.** A property owner with business interest in an existing establishment, a possessory interest entitled to exclusive possession, or a contractual interest may submit to the City of Pontiac Planning Division an application requesting a Bistro Redevelopment Liquor License.
- B. **Submission of application.** All requirements of the Bistro Redevelopment License Application and Special Exemption Application must be submitted to the Planning Division with all required information included to be considered complete, incomplete applications will not be reviewed. Applications must be submitted 45 days prior to the scheduled Planning Commission Meeting.
- C. **Technical Review.** Upon receipt of the Bistro License Application, and prior to the scheduled Planning Commission Special Exemption Review, the Planning Division must conduct a technical review of the application findings based on the criteria outline above Section 8(a)-(h), as well as those criteria outline in the Zoning Ordinance for Special Exemption Review.
- D. **Special Exemption and Application Review.** Upon the Planning Commission's review of the proposed Bistro Redevelopment Liquor License, the Planning Commission will offer a recommendation to City Council for Denied or Approval of the license request.
- E. **City Council License Review.** Upon receipt of the Planning Commission recommendation of the proposed Bistro Redevelopment Liquor License. City Council will affirm that the proposed site complies with the City of Pontiac Zoning Ordinance and section 8(a)-(h) of this ordinance, and vote to adopt a resolution to approve or deny the applicant's request for a Bistro Redevelopment Liquor License.

I hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2019.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council and was published verbatim in a publication of general circulation on the _____ day of _____, 2019.

Garland Doyle, Interim City Clerk

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Mayor Deirdre Waterman

Department of Public Works
Engineering Division

TO: Honorable City Council

FROM: John Balint, Director DPW/ City Engineer

DATE: July 19, 2019

RE: 2019 Local Street Project

Honorable City Council,

At the DPW Subcommittee meeting that was held on July 17th at 4 pm at City Hall, the 2019 Local Street project was discussed. The attendees of the meeting were: Councilwoman Doris Taylor-Burks (Chairperson), Council President Kermit Williams, Council President Pro-Tem Randy Carter, Ms. Sharpe, Mr. Johnson, Mr. Ringo and myself.

Questions regarding the 2019 Local Street project were discussed such as how streets are selected and what specifications are used in construction. I believe that the Council members present were satisfied with the answers provided.

It is the request of the Department of Public Works that this item be renewed by a member of City Council at the next City Council meeting on Tuesday, July 23rd for discussion and if acceptable, be voted on at the following meeting on July 30th.

Please contact me with any questions or concerns.

Sincerely,

John Balint
Director, DPW



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

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

DATE: June 26, 2019

RE: City of Pontiac's 2019 Street Improvement Program – Pamar Enterprises, Inc.

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, May 28, 2019. Proposed work is on Prospect Street – Woodward to S. Paddock;
Oliver Street – Ivy to N. Perry; Third Street – Joslyn to West Dead End; Wisner Street – Chavez to Cass;
Corwin Street – Montcalm to Kinney; W. Hopkins Street – Cherrylawn to Karen.

A total of two (2) bids were received for the project in the amounts as follows:

1. Pamar Enterprises, Inc.	\$1,617,806.50
2. HMC, LLC	\$1,954,683.39

The Engineering Division has reviewed the proposal and references submitted by Pamar Enterprises, Inc., and based on the attached is recommending the award to the low bidder, Pamar Enterprises, Inc.

Construction is scheduled to start in late July with anticipated completion within ninety (90) days.

Funding for the project is identified in FY '18-19 Local Street Fund (203-463-986.000 and 203-463-990.000)

Based upon the above information, it is recommendation of the Department of Public Works that the City of Pontiac's 2019 Local Street Improvement Program be awarded to Pamar Enterprises, Inc., in the amount of \$1,617,806.50.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the 2019 Local Street Improvement Program on May 28, 2019, and publically opened bids; and

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

WHEREAS, the City identified the low bidder as Pamar Enterprises, and references of the low bidder checked and found acceptable.

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,617,806.50 for the 2019 Local Street Improvement Project.

CONTRACT FOR 2019 Street Improvement Program

- 1) **Parties.** The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and **Pamar Enterprises Inc.,** hereinafter called the "Contractor".
- 2) **Purpose.** The purpose of this contract is for the City to engage the Contractor to provide cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM** to the City (see Scope of Services below).
- 3) **Scope of Services.** The Contractor will provide all labor, materials, supplies, equipment and supervision to perform cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM** in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) **Consideration.** As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:
- 6) **Period of Performance.** This contract will become effective for the period beginning **June 27, 2019**, with the approval and signature of the parties hereto.
- 7) **Method of Payment.** Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) **Compliance with Laws.** The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

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

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM**.

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

REQUEST TO SUBMIT BIDS FOR 2019 STREET IMPROVEMENT PROGRAM FOR THE CITY OF PONTIAC

The City of Pontiac Michigan (The City) is requesting bids for the cold milling and resurfacing and related work for the **2019 STREET IMPROVEMENT PROGRAM**. The streets within the program include Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St. in and for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "**2019 STREET IMPROVEMENT PROGRAM**" until **2:00 p.m. EDT, Thursday, May 23, 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)*

PRE-BID MEETING

A mandatory pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, at 10:00 a.m., local time on Wednesday, May 15, 2019. Prospective Bidders are required to attend the pre-bid meeting.

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

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

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

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

All prospective bidders need to send an e-mail response to JBalint@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 John Balint and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed or faxed to (248) 758-3750 or emailed to JBalint@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 Department of Public Works. Any addendums issued will be located on the Pontiac's website

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

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

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

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

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

PRE-BID MEETING: Wednesday, May 15, 2019 at 10:00 AM

BIDS DUE: Thursday, May 23, 2019 at 2:00 PM

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

Additional documents to download:

Attachment A - MDOT Frequently Used Special Provisions

Attachment B – Construction Plans

I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for the improvement of city streets, along with related work, for the **2019 STREET IMPROVEMENT PROGRAM** consisting of Prospect, Corwin, Wisner, Hopkins, Third, and Oliver in and for the City of Pontiac.

II. BACKGROUND

The City of Pontiac has allocated funds for the improvement of Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St., the total length of improved roadway will be 1.10 miles. These funds shall be used to provide new HMA pavement, curb and gutter repair, drainage improvements, new sidewalk and ramps and utility structure adjustments for the City of Pontiac residents.

III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for new HMA pavement, curb and gutter repair, drainage improvements, new sidewalk and ramps and utility structure adjustments and related work within the following "Section IV. Request" and Scope of Work listed in the attached "2019 STREET IMPROVEMENT PROGRAM BID" in Appendix A.

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

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

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

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project shall be 90 calendar days from the Notice to Proceed. All services shall be performed according to the Agreement, as well as the submitted bid.

IV. REQUEST

In addition to the required form "2019 STREET IMPROVEMENT PROGRAM BID" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present

Information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section: Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors qualifications and ability to successfully provide the services requested.

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "2019 STREET IMPROVEMENT PROGRAM BID" in Appendix A.

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project shall be 90 calendar days from the Notice to Proceed.. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. The Contracted Services will consist of the improvement of Prospect St. from Woodward Ave. to Paddock St.; Corwin Ave. from Montcalm St. to Kinney Rd.; Wisner St. from Cass Ave. to Caesar Chavez Ave.; Hopkins Rd. from Cherrylawn Ave. to Karen Ct.; Third St. from Joslyn Ave. to the end of the cul-de-sac; and Oliver St. from Perry St. to Joslyn Ave. and Joslyn Ave. to Ivy St., the total length of improved roadway will be 1.10 miles.

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

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

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

VII. ADDITIONAL INFORMATION:

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications, MDOT Frequently Used Special Provisions listed in Attachment A, and the City of Pontiac Standards and Construction Details. In addition, all workmanship and materials for soil erosion, sanitary sewer and water related adjustments and covers shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications. The Contractors must adhere to these Standard, Specifications and Plans in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact John Balint at (248) 758-3615. 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 "2019 STREET IMPROVEMENT PROGRAM" clearly marked on the front to be by Thursday, May 23, 2019 at 2:00 PM EDT to the following:

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

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

IX. BONDING REQUIREMENTS

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

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

b) A performance bond shall be delivered to the Agency when the contract is executed on the part of the Contractor for 100% of the contract price. A "performance bond" is 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.

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

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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

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

City of Pontiac
 4740 Woodward Ave.
 Pontiac, MI 48226

Project Name: 2019 Street Improvement Program

Bids Received: May 23, 2019

Engineer's Estimate:

Nowak & Frans Engineers
 45771 Woodward Avenue
 Pontiac, MI 48226
 Pk 248-332-7931
 Fax 248-332-2257

Low Bidder:

Pattner Enterprises, Inc.
 58221 Gravel Avenue
 New Haven, MI 48043
 Pk (568) 749-8593
 Fax (568) 749-8533

JMC, LLC
 4756 Rochester Road
 Troy, MI 48065
 Pk 588-861-9039
 Fax NA

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 Mobilization, Max. 10%	1	LSum	\$144,000.00	\$144,000.00	\$160,000.00	\$160,000.00	\$135,130.00	\$135,130.00
2 Station Grading, Special, Prospect	5.1	STA	\$4,500.00	\$22,950.00	\$4,500.00	\$22,950.00	\$11,875.00	\$59,542.50
3 Station Grading, Special, Convin	9.1	STA	\$4,500.00	\$40,950.00	\$4,700.00	\$42,770.00	\$10,000.00	\$91,000.00
4 Station Grading, Special, Vener	8.5	STA	\$4,500.00	\$38,250.00	\$4,750.00	\$40,375.00	\$10,000.00	\$85,000.00
5 Station Grading, Special, Hopkins	6.2	STA	\$4,500.00	\$27,900.00	\$4,800.00	\$29,760.00	\$10,000.00	\$60,200.00
6 Station Grading, Special, Third	24.7	STA	\$4,500.00	\$111,150.00	\$4,600.00	\$113,620.00	\$10,000.00	\$247,000.00
7 Station Grading, Special, Ober	4.8	STA	\$4,500.00	\$21,600.00	\$5,100.00	\$24,480.00	\$9,000.00	\$41,400.00
8 Ditch and Gutter, Run	1,827	LF	\$12.00	\$21,924.00	\$18.00	\$32,886.00	\$15.00	\$16,405.50
9 Sidewalk, Run	531	SY	\$10.00	\$5,310.00	\$12.00	\$6,372.00	\$14.25	\$7,661.25
10 Pav, Run	42	SY	\$20.00	\$840.00	\$28.00	\$1,176.00	\$35.00	\$1,470.00
11 Subgrade Undercutting, 21AA, Limestone	1,025	CY	\$40.00	\$41,000.00	\$50.00	\$51,250.00	\$55.00	\$56,375.00
12 Subgrade Undercutting, Crushed Concrete, 150"	717	CY	\$40.00	\$28,680.00	\$48.00	\$34,368.00	\$60.00	\$43,020.00
13 Geotextile, Separator, Tensar W 270	2,369	SY	\$4.00	\$9,476.00	\$2.00	\$4,738.00	\$1.24	\$3,422.16
14 Geotextile, Stabilization, Tensar TX 150 XL	2,145	SY	\$8.00	\$17,160.00	\$4.00	\$8,580.00	\$6.75	\$14,478.75
15 Aggregate Base, 8 inch, 21AA	17,713	SY	\$12.50	\$221,412.50	\$14.50	\$256,838.50	\$12.00	\$212,556.00
16 HMA, SE1	1,636	TON	\$130.00	\$212,680.00	\$106.50	\$173,003.50	\$126.50	\$206,933.00
17 HMA, SC	2,635	TON	\$90.00	\$237,150.00	\$85.15	\$224,728.25	\$109.45	\$288,583.75
18 Curb and Gutter, Conc, Det. H	1,827	LF	\$24.00	\$43,848.00	\$44.00	\$80,788.00	\$38.75	\$70,742.25
19 Sidewalk Ramp, Conc, 8 inch	1,651	SF	\$7.00	\$11,557.00	\$10.00	\$16,510.00	\$18.75	\$16,533.25
20 Sidewalk, Conc, 4 inch	3,433	SF	\$4.50	\$15,549.00	\$7.50	\$25,747.50	\$7.88	\$27,049.40
21 Sidewalk, Conc, 6 inch	531	SF	\$6.00	\$3,186.00	\$8.25	\$4,380.75	\$10.50	\$5,575.50
22 Detectable Warning Surface	151	FT	\$57.50	\$8,682.50	\$40.00	\$6,040.00	\$32.50	\$7,927.50
23 Driveway, Normal Conc, 8 inch	15	SYD	\$40.00	\$600.00	\$30.00	\$450.00	\$34.50	\$517.50
24 Driveway, Normal Conc, 8 inch	12	SYD	\$65.00	\$780.00	\$120.00	\$1,440.00	\$103.00	\$1,236.00
25 Sewer, Run, Less than 24 inch	249	LF	\$7.00	\$1,743.00	\$22.00	\$5,472.00	\$15.75	\$3,911.50
26 Sewer, C/C, 12 inch, Tr Det B	198	LF	\$110.00	\$21,780.00	\$144.00	\$28,512.00	\$150.00	\$29,700.00
27 Sewer, C/C, 15 inch, Tr Det B	27	LF	\$115.00	\$3,105.00	\$158.00	\$4,266.00	\$150.00	\$4,050.00
28 Sewer, C/C, 18 inch, Tr Det B	5	LF	\$120.00	\$600.00	\$228.00	\$1,140.00	\$225.00	\$1,125.00
29 Sewer, C/C, 21 inch, Tr Det B	6	LF	\$150.00	\$900.00	\$260.00	\$1,560.00	\$250.00	\$1,500.00
30 Sewer, C/C, 24 inch, Tr Det B	11	LF	\$190.00	\$2,090.00	\$312.00	\$3,432.00	\$275.00	\$3,025.00
31 Dr Structure Cover, Roundabout	50	LF	\$200.00	\$10,000.00	\$350.00	\$17,500.00	\$325.00	\$16,250.00
32 Dr Structure Cover, Adj, Case 1	50	EA	\$450.00	\$22,500.00	\$550.00	\$27,500.00	\$550.00	\$27,500.00
33 Dr Structure Cover, Type K	43	EA	\$600.00	\$25,800.00	\$500.00	\$21,500.00	\$550.00	\$23,625.00
34 Dr Structure Cover, DCMRC, Sanitary	26	EA	\$550.00	\$14,300.00	\$500.00	\$13,000.00	\$550.00	\$14,300.00
35 Dr Structure Cover, DCMRC, Water	1	EA	\$550.00	\$550.00	\$500.00	\$500.00	\$550.00	\$550.00
36 Dr Structure Cover, Pontiac, Stone	19	EA	\$600.00	\$11,400.00	\$500.00	\$9,500.00	\$550.00	\$10,450.00
37 Gate Box, Adj, Case 1	10	EA	\$350.00	\$3,500.00	\$300.00	\$3,000.00	\$350.00	\$3,500.00
38 Hand Patching	117	TON	\$150.00	\$17,550.00	\$169.00	\$19,773.00	\$231.00	\$27,021.00
39 Erosion Control, Eriet Protection, Inlet Filter	43	EA	\$125.00	\$5,375.00	\$125.00	\$5,375.00	\$100.00	\$4,300.00
40 Clearing Sidewalk	1	LSum	\$1,500.00	\$1,500.00	\$900.00	\$900.00	\$1,900.00	\$1,900.00
41 Pedestrian Paving, Special	40	LF	\$50.00	\$2,000.00	\$160.00	\$6,400.00	\$80.00	\$3,200.00
42 Sign, Type A/B	14	SF	\$25.00	\$350.00	\$50.00	\$700.00	\$50.00	\$700.00
43 Post, Steel, 31B	30	SF	\$5.50	\$1,650.00	\$25.00	\$750.00	\$35.00	\$1,050.00
44 Post W/ing, Polycarbonate, 12 inch, Crosswalk	40	LF	\$8.00	\$320.00	\$34.00	\$1,360.00	\$35.00	\$1,400.00
45 Maintaining Traffic and Construction Signing	1	LSum	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$24,280.00	\$24,280.00
46 Restoration	1	LSum	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$46,350.00	\$46,350.00
Base Bid Amount:				\$1,449,822.00		\$1,617,866.50		\$1,594,683.30
BID Alternate Items								
47 Aggregate Base, 8 inch, 21AA Crushed Concrete	17,713	SY	\$10.00	\$177,130.00	\$11.50	\$203,698.50	\$	\$
48 Subgrade Undercutting, 21AA Crushed Concrete	1,025	CY	\$88.00	\$90,200.00	\$35.00	\$35,875.00	\$	\$
Total Bid Amount:				\$1,595,389.50		\$1,554,718.50		\$1,544,881.40

SPECIAL PROVISIONS, MODIFIED PAY ITEMS AND CONSTRUCTION SCHEDULE

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

PAVT, REM

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

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

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

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

CURB AND GUTTER, REM

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

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

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

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

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

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

CURB AND GUTTER, CONC, DET F4

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

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

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

Det F-4.

EROSION CONTROL, FILTER BAG

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

STATION GRADING, SPECIAL, PROSPECT

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, CORWIN

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, WISNER

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, HOPKINS

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, THIRD

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

STATION GRADING, SPECIAL, OLIVER

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

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

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

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

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

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

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, 21AA per Cubic Yard or Subgrade Undercutting, Crushed Concrete, 1"x3" per Cubic Yard, as directed by the engineer.

SUBGRADE UNDERCUTTING, 21AA, LIMESTONE

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

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

Subgrade Undercutting, 21AA, Limestone-- Backfill material shall be 21AA graded limestone aggregate.

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

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

SUBGRADE UNDERCUTTING, CRUSHED CONCRETE, 1"x3"

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

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

Subgrade Undercutting, Crushed Concrete, 1"x3" -- Backfill material shall be 1"x3" crushed concrete.

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

Subgrade Undercutting will be measured by volume in cubic yards in its original position for the specified types and paid for at the Contract Unit Price for SUBGRADE UNDERCUTTING, CRUSHED CONCRETE, 1"x3", per cubic yard Compacted In Place (CIP).

SUBGRADE UNDERCUTTING, 21AA, CRUSHED CONCRETE

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

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

Subgrade Undercutting, 21AA, Crushed Concrete– Backfill material shall be 21AA graded crushed concrete.

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

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

GEOTEXTILE SEPARATOR, GEOTURF W270

This work shall be done in accordance with Section 308 and 910 of the 2012 MDOT Standard Specifications for Construction, except as follows:

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill and geotextile separator desired. The contractor shall supply "Geoturf W270" geotextile separator fabric, or an alternative material approved by the engineer.

Upon completion and acceptance of this work the contractor will be paid for Geotextile Separator, Geoturf W270 at the as bid Square Yard Unit Price.

GEOTEXTILE STABILIZATION, TENSAR TX190L

This work shall be done in accordance with Section 308 and 910 of the 2012 MDOT Standard Specifications for Construction, except as follows:

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill and geotextile stabilization desired. The contractor shall supply "Tensar TX190L" geotextile stabilizer, or an alternative material approved by the engineer.

Upon completion and acceptance of this work the contractor will be paid for Geotextile Stabilization, Tensar TX190L at the as bid Square Yard Unit Price.

AGGREGATE BASE, 8 INCH, 21AA

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

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

DRIVEWAY ACCESS, TEMPORARY.

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

DRAINAGE STRUCTURE COVER, CITY OF PONTIAC (STORM)

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

DRAINAGE STRUCTURE COVER, OCWRC SANITARY

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

DRAINAGE STRUCTURE COVER, OCWRC GATE WELL

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

GATE BOX, ADJ, CASE 1

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering boxes. Boxes shall be in accordance with the Oakland County Water Resource Commissions most

current standards. This pay item includes all costs for materials, and labor for performing this work. Adjusting the gate valve box will be paid for as Gate Box, Adj, Case 1.

DR STRUCTURE COVER, ADJ, CASE 1

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

DR STRUCTURE, RECONSTRUCT

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

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

SEWER, CL IV, 12 INCH, TR DET B

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

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

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

SEWER, CL IV, 15 INCH, TR DET B

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

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

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

SEWER, CL IV, 18 INCH, TR DET B

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

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

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

SEWER, CL IV, 21 INCH, TR DET B

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

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

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

SEWER, CL IV, 24 INCH, TR DET B

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

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

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL IV, 24 Inch, Tr Det B.

PROOF ROLLING

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

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

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

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

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

CLEANING SIDEWALK

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

The limits of this pay item are generally as follows:

The west side of Wisner from Sta. 0+14 to 3+00.

The north side of Prospect at Sta. 1+75 and Sta. 4+50 to 5+00.

The north side of Third from at Sta. 12+50 and Sta. 22+50 to 24+68

The south side of Oliver from Sta. 1+50 to 2+00.

Additional locations may be identified by the engineer.

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

PEDESTRIAN RAILING, SPECIAL

This work shall be done in accordance with Section 808 of the 2012 MDOT Standard Specifications for Construction, except as follows:

The unit price for Guardrail, Special includes the cost of providing and installing posts, anchors, and all supporting, connecting, and auxiliary elements for a guardrail fence along a portion of the sidewalk, as depicted on the plans, at Wisner St. and Pinegrove St. The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering any materials.

Upon completion and acceptance of this work the contractor will be paid for Pedestrian Railing, Special at the as bid Linear Foot Unit Price.

MAINTAIN TRAFFIC AND CONSTRUCTION SIGNING

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

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

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

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

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

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

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

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

RESTORATION

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

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

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

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

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

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

Construction Stakeout

The successful bidder shall provide all survey stakes required to construct the project to the lines and grades intended or identified in the construction documents. This "contractor staking" shall include but not limited to

survey stakeout for removal limits, proposed drainage structures, structure adjustments, curb and gutter, paving, sidewalk ramp limits, and signage. Survey stakeout will also include stakes, as necessary, for excavation of the roadway and sidewalk (offset stakes for cut, and final grade), and top of Aggregate Base.

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

Construction Schedule and Detailed Progress Schedule

The work to be done under this Contract shall begin within ten days of the "Notice to Proceed", unless written authorization is obtained from the City or its representative. All work shall be completed for this project within 90 calendar days. The Contractor shall coordinate activities with the private utility relocations to ensure the completion date is met.

Liquidated Damages in accordance with section 108.10 of the MDOT 2012 Standard Specifications, shall apply to this Contract.

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

Use of City Water

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

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

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

Job Site Safety

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

Retainage

The City will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of items included in the progress estimate. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. After 95% of the work has been completed, the Contractor may request the reduction of retainage to an amount approved by the Engineer. The final retainage shall be released upon Final Acceptance of the project.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

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

6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and permitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

- a) 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.
- b) Commercial General Liability Insurance or Garage Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Commercial General Liability Insurance or Garage Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- c) 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 Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Garage keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage keepers Legal Liability Insurance in an amount of not less than \$80,000.
- e) Contractor shall procure and maintain Professional Liability and Errors and Omissions Insurance with limits of liability of not less than \$2,000,000 per occurrence to fully indemnify the City of Pontiac.
- f) Additional Insured: Commercial General Liability, Garage Liability, Garage Keepers Legal 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.
- g) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

- h) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- i) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.
- j) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
- k) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's work. In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- l) Insurance companies, named insureds and policy forms shall be subject to approval by Pontiac's Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or a policy condition, that reduces coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- m) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services

under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
- 10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and

deducting the cost thereof from any monies due or to become due to Contractor hereunder;

i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and

against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Pamar Enterprises Inc., 58021 Gratiot Avenue, New Haven, MI 48048

For the City: City of Pontiac, 47450 Woodward Ave. Pontiac MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the

Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
 - b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.

- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

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

labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

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

33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

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

Pamar Enterprises Inc.,

DATE

By: _____
(Title)

City of Pontiac

DATE

By: _____
(Title)

Appendix F



RICK SNYDER
Governor

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
Lansing

KIRK T. STEUDLE
Director

June 5, 2017

Pamar Enterprises, Inc.
58021 Graflot Ave
New Haven MI 48048-2725

02920
(586) 749-8593

Dear Vendor:

In accordance with our Administrative Rules we have established your numerical rating which is based on a financial rating of \$148,213,000.00 covering the classifications in the amounts stated below. This prequalification rating is effective until April 30, 2019.

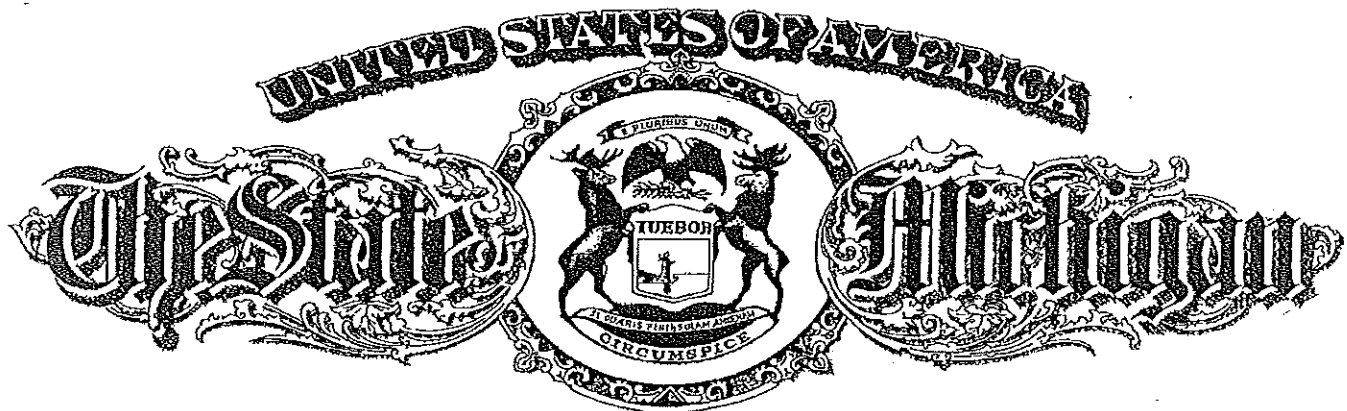
6000	B	Concrete Pavement
5000	Ba	Concrete Pavement Patching And Widening
10000	Cb	Hot Mix Asphalt/Bituminous Paving
148213	Ea	Grading, Drainage Structures & Agg. Cons
5000	Fa	Bridges And Special Structures
148213	Fd	Pumphouses
1000	G	Building Moving And Demolition
1000	I	Sodding And Seeding/Turf Establishment
148213	J	Concrete C, C&G, Driveways, Sidewalks
148213	K	Sewers and Watermains
148213	Ka	Tunneling And Jacking
5000	N2	Clearing & Grubbing

It will be assumed that the rating is satisfactory unless the Prequalification Committee is notified in writing to the contrary within 15 days after the bidder has been advised of the rating granted. The Department, may declare a prequalified bidder ineligible to bid at any time because of developments subsequent to prequalification which, in their opinion, would affect the responsibility of the bidder or their ability to perform the contract work.

Lawrence F. Strzalka
Manager
Construction Contracts Section
Contract Services Division

MURRAY D. VANWAGONER BUILDING • P.O. BOX 30050 • LANSING, MICHIGAN 48209
www.michigan.gov • (517) 373-2090

LH-LAN-0(01/11)



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

PAMAR ENTERPRISES, INC.

*was validly incorporated on March 10, 1976 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: 19052886920

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 17th day of May, 2019.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2018

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 Guy Hurley, LLC 1080 Kirtz Blvd., Suite 500 Troy MI 48064		CONTACT NAME: Holly Tabbert PHONE (A/C No. Ext.): (248) 519-1435 FAX (A/C No.): (248) 519-1401 E-MAIL ADDRESS: htabbert@ghbh.com																						
INSURED Pamar Enterprises, Inc. 58021 Gratiot Ave. New Haven MI 48048		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>America Contractors Ins Co</td><td>AVIII 12300</td></tr><tr><td>INSURER B:</td><td>Secura Insurance Companies</td><td>A IX 22543</td></tr><tr><td>INSURER C:</td><td>Everest National Insurance Co A+ XV</td><td>10120</td></tr><tr><td>INSURER D:</td><td>ACIG Insurance Company</td><td>AVIII 19984</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	America Contractors Ins Co	AVIII 12300	INSURER B:	Secura Insurance Companies	A IX 22543	INSURER C:	Everest National Insurance Co A+ XV	10120	INSURER D:	ACIG Insurance Company	AVIII 19984	INSURER E:			INSURER F:		
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INSURER D:	ACIG Insurance Company	AVIII 19984																						
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 18-19 Master

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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL18A00064	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL18B00064			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU Coverage Included					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability		GL18C00064			PERSONAL & ADV INJURY \$ 10,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 10,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY		3276216	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	3276217	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTIONS				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WCA000021218	6/1/2018	6/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine		IMSXL00048171	11/1/2017	6/1/2019	Installation Floater 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage MI	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 R McGregor/DARDZI

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Pamar Enterprises, Inc.
58021 Gratiot Ave., New Haven, MI 48048

as Principal, hereinafter called Principal, and

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the State of **Connecticut**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Pontiac
47450 Woodward Avenue, Pontiac, MI 48342

as Obligor, hereinafter called Obligor, in the sum of **Five Percent of Accompanying Bid**

Dollars (5% 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 (Here insert full name, address and description of project)

2019 Street Improvement Program

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 23rd day of May, 2019.

Pamar Enterprises, Inc.

SUSAN MAZA
(Witness)

RINALDO G. ACCIAVATTI, PRESIDENT
(Principal) (Seal)

(Witness)

Travelers Casualty and Surety Company of America

Nicholas Ashburn, Attorney in Fact
(Surety) (Seal) (Title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Paul Hurley, Anne M. Barick, Robert D. Heuer, Michael D. Lechner, Holly Nichols, Nicholas Ashburn, and Mark Madden of Troy, Michigan, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

ROYALTY



his Instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January,

State of Connecticut

By:

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of MAY 2019



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-In-Fact and the details of the bond to which this Power of Attorney is attached.

#5

COMMUNICATION

GARLAND S. DOYLE, M.P.A.

Interim City Clerk

FOIA Coordinator

SHEILA GRANDISON

Deputy City Clerk



OFFICE OF THE CITY CLERK

47450 Woodward Avenue

Pontiac, Michigan 48342

Phone: (248) 758-3200

Fax: (248) 758-3160

MEMORANDUM

TO: Honorable City Council

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

DA: July 26, 2019

RE: Medical Marihuana Applications for Growers, Processors, Secure Transporters and Safety Compliance

The Office of the City Clerk will continue distributing Medical Marihuana applications for growers, processors, secure transporters and safety compliance again to the public as of July 26, 2019.

City Attorney Anthony Chubb instructed the Clerk to modify the Medical Marihuana Applications for Growers, Processors, Secure Transporters and Safety Compliance on June 5, 2019. On June 14, 2019, the Office of City Clerk stopped distributing applications and requested an official legal opinion from Attorney Chubb to substantiate the change. The reason being Attorney Chubb had approved the applications before they were distributed to the public. On July 9, 2019, the City Council requested an official legal opinion on behalf of the Clerk since Attorney Chubb did not provide a written opinion to the Clerk. Section of 4.202d of the Charter requires the City Attorney to furnish "written legal opinions when requested by the Mayor, the Council or any department". Attorney Chubb has not provided the legal opinion requested by the City Council in writing.

Based on Attorney Chubb failure to provide the legal memorandum, the Office of the City Clerk will not be amending the applications. The following questions were presented to Attorney Chubb to be addressed in the legal memorandum.

1. The appeal process is spelled out in the ordinance. Is it legal to deviate from the ordinance (which states that an applicant can appeal a denial, revocation, or adverse decision under this ordinance may appeal to the clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the clerk. The clerk's decision may be further appealed to the medical marihuana commission.)?
2. Is it legally permissible for the City of Pontiac and City Clerk to not allow an applicant for a medical marijuana permit to waive his or her right to a hearing (with a hearing officer)

as permitted under the medical marijuana ordinance? If an applicant did waive their right, would such waiver will be upheld by courts to which the decision could be appealed (such as the Oakland County Circuit Court)?

3. Is the appeal process explained in the current application and graphic for growers, processors, secure transporters and safety compliance legal (the application that was initially approved by you)? Yes or No. If it is not legal, then please explain why not.
4. If the application and graphic is legal, is it just your preference for the change to be made. If it is your preference, then please explain why.

Thank you