

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
George Williams, 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."

Website: http://pontiac.mi.us/council/meeting_agendas_and_minutes/index.php

STUDY SESSION

March 12, 2020

12:00 P.M.

143rd 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. March 3, 2020

Public Comment

Resolutions

City Clerk

2. Resolution to approve a budget amendment for fiscal year 2019/2020 General Fund 101 Medical Marijuana Applications Dept (255) to change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12. these budget amendments will provide the funding for the Clerk to obtain the professional expert assistance that he needs to begin the review process of medical marijuana applications

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

Office of the City Clerk 47450 Woodward Pontiac, Michigan 48342 Phone (248) 758-3200

Website: <http://pontiaccityclerk.com>

City Council

3. Resolution to assign the \$540,000.00 that the City has collected in Medical Marihuana Application Fees 101-000-478.001 to Dept 255 Medical Marihuana Applications **(This item was deferred for one week from the City Council Meeting on March 3, 2020.)**
4. Resolution to approve a budget amendment for fiscal year 2019-2020 to allocate a total of \$50,000.00, from the General Fund's City Council budget account 101-101-808.101, District Projects, to account 101-101-804.000, Legal Services.

Department of Public Works (DPW)

5. Resolution to authorize Mayor to enter into an as-needed agreement with RNA FM for both landscape and snow removal services for the designated areas commencing April 15th 2020.
6. Resolution to authorize the execution of a quit claim deed to Oakland Hope, a Michigan non-profit corporation for a portion of tax parcel 14-17-201-031.
7. Resolution to support MDOT's reconfiguration of the Woodward Avenue Widetrack Loop proposal.
8. Resolution to approve contract with the Detroit Regional Convention Authority to operate the Phoenix Center Parking Deck Operations in the amount of \$19,000, commencing March 1, 2020.

Finance

9. Resolution to approve the budget amendments to transfer \$249,405.00 from the Major Street Fund balance and \$700,931.00 from the Local Street Fund balance to the accounts shown attached labeled Exhibit A.
10. Resolution to approve the budget amendment to transfer a total of \$312,000 from the Youth Recreation Fund balance to expenditure account 208-756-941.000 (Building and Land Rental) to cover one-year unbudgeted lease expenditures for the Pontiac Youth Recreation and Enrichment Center.
11. Resolution to authorize the Mayor to recruit candidates for the vacant Finance Director Position, between the salary range of \$110,000.00 and \$120,000.00.

Mayor's Office

12. Resolution to approve the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.

Upcoming Special Presentations

March 17, 2020

1. Teen Suicide Awareness and Prevention
2. Election 2020

Adjournment

#1

MINUTES

March 3, 2020 Formal

**Official Proceedings
Pontiac City Council
142nd Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, March 3, 2020 at 6:01 p.m. by Council President Kermit Williams.

Invocation- Alicea Davis

Pledge of Allegiance

Roll Call

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

Members Absent: None.

Mayor Waterman was present.

Clerk announced a quorum.

Approval of the Agenda

20-87 **Approval of the Agenda.** Moved by Councilperson Pietila and second by Councilperson Carter.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, and Carter

No: None

Motion Carried.

Approval of Minutes

20-88 **Approve meeting minutes for February 25, 2020.** Moved by Councilperson G. Williams and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, G. Williams, K. Williams, Carter, and Miller

No: None

Abstain: Waterman

Motion Carried.

Subcommittee Reports

Received Community Development- February 25, 2020

Received Finance- February 11, 2020

Received Law/50th District- February 25, 2020

Received Public Safety- February 14, 2020

Special Presentations

Pontiac Schools Bond and Sinking Fund

Presentation Presenters: Kelley Williams, Superintendent, and James Graham, Director of Business Services

Proposed Request for Proposal (RFP) for Management of Phoenix Center Amphitheater

Presentation Presenters: Mayor Deirdre Waterman and Dan Ringo, Interim DPW Director

Recognition of Elected Officials

Mattie Hatchett, Pontiac Library Board; Sherman Williams, II, President, Pontiac School Board; ShaQuana Davis-Smith, Pontiac School Board and Mike McGinnis, Pontiac School Board.

Resolutions

Department of Public Works (DPW)

20-89 **Resolution to authorize the Mayor to sign an “as-needed” contract with Pipeline Management Co., Inc. for Storm Sewer Maintenance and Repairs for one year, with three years of optional extensions.** Moved by Councilperson G. Williams and second by Councilperson Pietila.

Whereas, the City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined that the current contract (ID No.005992) between Pipeline Management and WRC would provide the City with needed capacity, and;

Whereas, City staff has reviewed the contract documents and met with Pipeline Management, who has agreed to extent current pricing to the City, and;

Whereas, Pipeline Management Co., Inc. has performed these necessary services to the City for the past several years and has proved to be effective and efficient,

Now Therefore, Be It Resolved, The Pontiac City Council authorizes the Mayor or Deputy Mayor to enter into an as-needed contract with Pipeline Management Co., Inc. for Storm Sewer Maintenance and Repairs for one year, with three years of optional extensions.

Ayes: Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, Miller, and Pietila

No: None

Resolution Passed.

20-90 **Resolution to acknowledge and accept the Phoenix Center Parking Garage A/E Selection Committee’s recommendation, which satisfied the City’s RFP process, completed comprehensive bid reviews and interviews; and to award the Professional Engineering and Architectural Services contract for the Phoenix Center to IDS in the amount of \$659,000 (5.68%), with a Not to Exceed Cost of Reimbursable Expenses of \$13,000.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, the City of Pontiac Financial Services – Purchasing Division was supported by AUCH

Construction in Requesting Proposals from qualified firms for Professional Engineering and Architectural services related to the Phoenix Garage. The process included public advertising the Request for Proposals on BidNet Direct and individual invitations sent to known qualified firms.

Whereas, on December 6th a Public Bid Opening was conducted at the City of Pontiac and (8) Proposals were received, the "As Read" results being attached for reference. The Proposals were reviewed and ranked by the Selection Committee consisting of Jessica Massey, Dan Ringo and Gerry McClelland (AUCH) to generate a list of 3 firms to be interviewed, and from those interviews and other considerations a recommendation was made.

Now Therefore, Be It Resolved That, in acknowledgment of the Phoenix Center Parking Garage A/E Selection Committee, which satisfied the City's RFP process, completed comprehensive bid reviews, interviews, and detailed scoring, the committee's recommendation is accepted; that the Professional Engineering and Architectural Services contract for the Phoenix Center be awarded to IDS in the amount of \$659,000 (5.68%), with a Not to Exceed Cost of Reimbursable Expenses of \$13,000, to be paid exclusively from the general fund.

Ayes: Waterman, G. Williams, K. Williams, Miller, Pietila, and Taylor-Burks

No: Carter

Resolution passed.

Finance

20-91 **Resolution to commit the \$540,000.00 that the City has collected in Medical Marihuana Application Fees 101-000-478.001 to Department 255 Medical Marihuana Applications. (The City Clerk and Finance Director are working out the details. The City Clerk is requesting that this item be deferred for one week.) Motion to defer for one week.** Moved by Councilperson Waterman and second by Councilperson Miller.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila, and Waterman

No: None

Motion passed

Planning

20-92 **Resolution to approve a Zoning Map Amendment request [ZMA 19-11] for Parcel No. 64-14-18-351-012 to amend the current site zoning C-4 Suburban Commercial to M-1 Light Manufacturing with CR Conditional Rezoning. Motion to send Zoning Map Amendment back to the Planning Commission.** Moved by Councilperson Miller and second by Councilperson Carter.

Ayes: G. Williams, K. Williams, Carter, Miller, Pietila, and Waterman

No: None

Motion passed.

20-93 **Resolution to approve a Zoning Map Amendment request [ZMA 20-01] for Parcel No. 64-14-21-302-001 to amend the current site zoning R-1 One Family Dwelling to R-3 Multiple Family Dwelling.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

Whereas, The City has received an application for a Zoning Map Amendment with Conditions for 191 N Glenwood, identified as PIN 64-14-21-302-001 from Wallick Communities for the rezoning of the aforementioned parcel; and

Whereas, The Planning Division has reviewed the applicant's rezoning request in regards to the City's Master Plan and the request conforms to the goals and vision contained within the plan; and

Whereas, The Planning Division has reviewed the applicant's rezoning request and the requirements set forth by Section 6.804 on the Zoning Ordinance, the Planning Division has determined the aforementioned request and proposed intended use of the property complies with the City of Pontiac Zoning Ordinance; and

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 and 6.807 as it relates to Zoning Map Amendment with Conditions, the request has undergone the required:

Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On February 5, 2020, A Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council approve the Zoning Map Amendment request for 191 N. Glenwood Avenue, approving the change from the current R-1 One Family Dwelling zoning district to R-3 Multiple Family Dwelling zoning district; and

Whereas, the applicant submitted Conditions to the rezoning including:

- a) Property will be age restricted at Age 55+ for a 45-year period per the LIHTC programmatic restrictions and will be listed in the Land Use Restriction Agreement and recorded with the Property Deed.
- b) Property will be income and rent restricted based upon LIHTC programmatic restrictions and will be listed in the Land Use Restriction Agreement and recorded with the Property Deed.
- c) R-3 Multiple Family Dwelling zoning district will revert back to R-1 One Family Dwelling zoning district if the property acquisition is not completed with 36 months from the date of City Council approval of Zoning Map Amendment with Conditions.

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 20-01) request for 191 N.

Glenwood Avenue, also known as Parcel No. 64-14-21-302-001 to amend the current site zoning from R-1 One Family Dwelling to R-3 Multiple Family Dwelling zoning district.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman, G. Williams, and K. Williams

No: None

Resolution passed.

20-94 **Resolution to authorize the Mayor to enter into an expanded Service Agreement with Wade Trim in order to augment and promptly serve the growing number of construction projects, as outlined in their January 16, 2020 correspondence. (This item was referred to the Finance Subcommittee on February 18, 2020.)** Moved by Councilperson Waterman and second by Councilperson Pietila.

Whereas, the construction of the two Amazon facilities is anticipated to be completed in 18 months, and;
Whereas, the simultaneous phasing of the two facilities (distribution and fulfillment), necessitates an accelerated inspection program to ensure safe construction and facilities that meet all building codes, and;

March 3, 2020 Formal

Whereas, meeting the construction schedule will require on-site inspectors during much of the construction, and;

Whereas, the City's contract with Wade Trim states that "for all building projects in excess of \$1 million in construction value, Wade Trim will prepare a proposal of additional staff and resources needed to adequately service that project for approval of additional fees by the City Finance Director", and;

Whereas, the Building Permit fees for the two facilities is \$1,610,300, and;

Whereas, State Law requires all building permit fees to cover the costs of performing inspections and administering the department, and;

Whereas, the Building Safety Department needs to be able to respond to other inspection and permit requests a timely manner by providing trade inspections within 72 hours of a request and building inspections within 48 hours as best possible, and;

Whereas, the additional demands of the Amazon construction will necessitate the hiring of additional inspection staff to ensure that the both citizens of Pontiac and the Amazon construction team will continue to receive timely inspections and permits;

Therefore, be it resolved that the Mayor is authorized to negotiate and enter into an additional service agreement with Wade time as outlined in their letter dated January 16, 2020.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, and Carter
No: none

Resolution passed.

Mayoral Monthly Reports

20-95 **Received Mayoral Monthly Reports #15 - #17 from the Mayor's Office.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Pietila, Taylor-Burks, Waterman, G. Williams, K. Williams, Carter, and Miller
No: none

Council President Williams left the meeting, President Pro Tem Carter assumed the chair.

Public Comment

Fourteen (14) individuals addressed the body during public comment.

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Garland Doyle, Interim City Clerk, Councilwoman Waterman, Councilman G. Williams, Councilwoman Pietila, Councilwoman Taylor-Burks, Councilwoman Miller and President Pro-Tem Carter made closing comments

Adjournment

Council President Pro Tem Carter adjourned the meeting at 8:26 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

DRAFT

#2

RESOLUTION

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 Mayor and City Council

FR: Garland S. Doyle, Interim City Clerk

DA: March 6, 2020

RE: Medical Marihuana Budget Amendment and Professional Expert Update

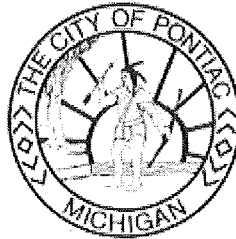
I have enclosed the resolution for a budget amendment to the Medical Marihuana Applications Dept 255. These amendments are necessary for the Clerk to obtain the professional experts that were requested to assist me in my responsibilities of assessing, evaluating and scoring applications as required in Ordinance 2357(B).

Additionally, I have attached the following documents for your review.

1. Revised Budget
2. Provisioning Center Application Fee Calculation
3. City Clerk Medical Marihuana Application Review Roles and Responsibilities
4. City Departments Marihuana Application Review Roles and Responsibilities
5. Medical Marihuana Application Appeals Diagram
6. The Planning Advisor to the City Clerk (Giffels Webster, a Professional Planning Firm Corporate Profile)
7. The Bios of the Giffels Webster Team that will be Working with the City Clerk
 - a. Jill Bahm, AICP, Partner
 - b. Eric Fazzini, AICP, CNU-A, Senior Planner
 - c. Joe Tangari, AICP, Senior Planner
8. Giffels Webster Agreement for Professional Services

Thank you

Resolution of the Pontiac City Council



Whereas, the City of Pontiac timely approved the FY 2019-2020 budget on June 25, 2019; and

Whereas, the adopted FY 2019-2020 General Fund (101) includes Medical Marihuana Applications Dept (255); and

Whereas, the City of Pontiac received its first medical marihuana application on August 8, 2019; and

Whereas, the 21 day application period for provisioning centers was January 6-27, 2020. The City received 103 provisioning center applications. As of March 6, 2020, the City has received a total of 108 medical marihuana applications including 3 grower, 1 processor and 1 secure transporter applications; and

Whereas, budget amendments to the Medical Marihuana Applications Dept (255) are necessary to begin the medical marihuana application review process; and

Whereas, the City Clerk is requesting that Finance change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; and

Whereas, the City Clerk is requesting that Finance establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; and

Whereas, the City Clerk is requesting to transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; and

Whereas, the City Clerk is requesting to transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and

Whereas, the City Clerk is requesting to transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12

Whereas, these budget amendments will provide the funding for the Clerk to obtain the professional expert assistance that he needs to begin the review process of medical marihuana applications; and

Whereas, section 5.106 of the Charter states "after adoption of the appropriations ordinance, and upon at least one week's notice in a newspaper of general circulation in the City, the Council by a resolution of five members, may amend such ordinance to authorize the transfer of an unused balance appropriated for one purpose to another purpose, or to appropriate available revenues not previously appropriated."; and

Now therefore, be it resolved that the City Council hereby approves a budget amendment for fiscal year 2019-2020 to change the description of 101-255-804.000 from legal services to Legal Advisor to the City Clerk; establish the following accounts in Dept (255) account 101-255-702.000 salaries and wages; account 101-255-727.000 office supplies; account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services-hearing officer policies and procedures; account 101-255-816.019 Prof Serv- Planning Advisor to the City Clerk; account 101-255-942.002 copier supplies; transfer \$97,269.78 from account 101-255-816.007 Prof Serv-Financial Advisor to the City Clerk to the following accounts: 101-255-702.000 salaries and wages \$2811.90; 101-255-727.000 office supplies \$1900; 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-816.009 Prof Serv Planning Advisor to the City Clerk \$92,257.88; 101-255-942.002 copier supplies \$100; transfer \$17,208.18 from 101-255-804.018 legal services to the following accounts: 249-371-818.000 Building \$7675.56; 101-458-818.000 Police \$8985.60; 101-206-818.000 Finance/Income Tax \$238.14; 101-253-818.000 Finance/Treasury \$308.88; and transfer \$29,900 from 101-255-816.008 Prof Serv-Hearing Officer to the following accounts: 101-255-804.000 Legal Advisor to the City Clerk \$15,657.88; 101-255-804.001 Legal Services-Hearing Officer policies and procedures \$2500; 101-255-816.009 Prof Serv-Planning Advisor to the City Clerk \$11,742.12.

Budget Report for City of Pontiac

GL Number	Description	2019-20 BUDGET	2019-20 Amended BUDGET	2020-21 BUDGET	TOTAL
Dept 255 - MEDICAL MARIHUANA APPLICATIONS					
PERSONNEL SERVICES					
101-255-702.000	Salaries & Wages (Special Asst to City Clerk @ 10 hrs a week)		\$ 2,811.90	\$ 8,438.10	\$ 11,250.00
SUPPLIES					
101-255-727.000	Office Supplies*		\$ 1,900.00	\$ 100.00	\$ 2,000.00
101-255-728.000	Postage*		\$ 100.00	\$ 400.00	\$ 500.00
101-255-731.003	Computer Equipment*		\$ 100.00	\$ 400.00	\$ 500.00
OTHER SERVICES AND CHARGES					
101-255-804.000	Legal Services - Legal Advisor to CC	\$ 10,500.00	\$ 26,157.88	\$ 83,842.12	\$ 110,000.00
101-255-804.001	Legal Services- Hearing Officer Rules*		\$ 2,500.00		\$ 2,500.00
101-255-804.018	Legal Services - Giarmarco Mullins	\$ 50,000.00	\$ 32,791.82	\$ 17,208.18	\$ 50,000.00
101-255-816.006	PROF. SERV - MED MARIHUANA APPLICATIONS*	\$ 8,395.00	\$ 8,395.00		\$ 8,395.00
101-255-816.007	PROF. SERV - FINANCIAL ADVISOR TO CC	\$ 120,000.00	\$ 22,730.22	\$ 52,269.78	\$ 75,000.00
101-255-816.008	PROF. SERV - HEARING OFFICER	\$ 30,000.00	\$ 100.00	\$ 24,540.00	\$ 24,640.00
101-255-816.009	PROF. SERV - Planning Advisor to CC		\$ 104,000.00	\$ 73,675.00	\$ 177,675.00
101-255-851.000	SERVICES - COMMUNICATIONS-TELEPHONE				
101-255-852.010	SERVICES - CABLE TV/INTERNET				
101-255-902.004	Ordinances*			\$ 100.00	\$ 100.00
101-255-902.005	Public Notices*			\$ 100.00	\$ 100.00
101-255-942.002	COPIER SUPPLIES*		\$ 100.00	\$ 100.00	\$ 200.00
249-371-818.000	Building		\$ 7,675.56	\$ 23,026.68	\$ 30,702.24
101*458-818.000	Police		\$ 8,985.60	\$ 26,956.80	\$ 35,942.40
101-206-818.000	Finance/Income Tax		\$ 238.14	\$ 714.42	\$ 952.56
101-253-818.000	Finance/Treasury		\$ 308.88	\$ 926.64	\$ 1,235.52
	DPW/WRC			\$ 22,088.16	\$ 22,088.16
Totals for Dept 255 - MEDICAL MARIHUANA APPLICATIONS		\$ 218,895.00	\$ 218,895.00	\$ 334,885.88	\$ 553,780.88

new items and budget increases in red

Medical Marihuana Application Fees (108 x \$5000.00)

\$ 540,000.00

*start up cost

total start up costs

\$ 14,295.00

Giarmarco Mullins Legal Expenses as of March 6, 2020 \$19,760.90

Medical Marijuana Provisioning Center Application Fee calculation
3/5/2020 Updated Clerk

Procedure: Hours and tasks were reviewed with personnel from various departments of the City. Hours are an average per facility - some facilities and applications with supporting documentation may be much larger than others and require more review and inspection. Rates were determined based on salaries of employees or average hourly rate of 3rd party contractors most recent contract.

Application Fee \$5,000.00

Department	Avg Hours per task	Rate	Fee
Planning			
Planning Advisor Review of the items below per application	15.00	\$ 115.00	\$1,725.00
Detriment to resident safety			\$0.00
System for communicating potential safety threats to neighborhood residents			\$0.00
Plan for securing facility including surveillance			\$0.00
Agreements with law enforcement or private security company to ensure area safety			\$0.00
Consistency with neighborhood land use			\$0.00
Efforts to ensure character of neighborhood maintained			\$0.00
Plan to ensure product and materials are kept away from minors			\$0.00
Partnerships with community organizations to mitigate negative effects			\$0.00
Partnerships with area businesses to mitigate issues			\$0.00
Effect on traffic patterns			\$0.00
Availability of adequate parking near facility			\$0.00
Whether parking is exclusive to facility or share with other businesses			\$0.00
Availability of facility managers to address community concerns			\$0.00
Promptness in responding to community concerns			\$0.00
Physical improvements to building			\$0.00
Capital investment in building and time for completion			\$0.00
Impact on traffic			\$0.00
Plan for ensuring uninterrupted street access			\$0.00
Effect on noise level			\$0.00
Efforts to control facility area and eliminate loitering			\$0.00
Mitigation of odor effects			\$0.00
Technology in place to mitigate odors			\$0.00
Proximity to other structures			\$0.00
More than 1,000 feet from operational public or private school			\$0.00
More than 500 feet from operational commercial childcare organization, public park with playground equipment, or religious institution			\$0.00
TOTAL:			\$1,725.00
Building			
Review Floor plans of the medical marijuana facility, as well as a site survey.	2.00	\$71.07	\$142.14
Review Building elevations and description of all exterior elevation of the proposed medical Marijuana facility	2.00	\$71.07	\$142.14
TOTAL BUILDING INSPECTION:			\$284.28
Fire			
			\$0.00
TOTAL FIRE:			\$0.00
Police			
Review Medical Marijuana Facility Security Plan	5.00	\$66.56	\$332.80
TOTAL POLICE:			\$332.80
Professional Expert - Financial Advisor to City Clerk			
Sec. 8(c)(6) (Business Plan)/Sec. 8(c)(13) (Business Goals and Objectives)	3.00	\$60.00	\$180.00
Sec. 8(c)(7) (Ownership Structure)	0.25	\$60.00	\$15.00
Sec. 8(c)(8) (Organization Chart)	0.25	\$60.00	\$15.00
Sec. 8(c)(9) (Marketing, Advertising and Business Promotion Plan)	1.00	\$60.00	\$60.00

Department	Avg Hours per task	Rate	Fee
Sec. 8(c)(10) (Planned Tangible Capital Investment)/Sec. 8(c)(12) (Financial Structure and Financing)/Sec 8(c)(24) (Verification of Minimum Capitalization)	3.00	\$60.00	\$180.00
Sec. 8(c)(11) (Economic Benefits/Job Creation)	2.00	\$60.00	\$120.00
Sec. 8(c)(22) (Inventory and Recordkeeping Plan)	2.00	\$60.00	\$120.00
TOTAL PROFESSION EXPERT - FINANCIAL ADVISOR:			<u>\$690.00</u>
Finance/Income Tax			
Sec 8(c)(23) No default to the City	0.25	\$35.27	\$8.82
TOTAL FIANANCE/INCOME TAX:			<u>\$8.82</u>
Finance/Treasury			
Sec 8(c)(23) No default to the City	0.25	\$45.75	\$11.44
TOTAL FINANCE/TREASURY:			<u>\$11.44</u>
Department of Public Works/WRC			
Review facility sanitation plan	2.00	\$51.13	\$102.26
Review for industrial discharge	2.00	\$51.13	\$102.26
TOTAL DEPARTMENT OF PUBLIC WORKS/WRC:			<u>\$204.52</u>
Professional Expert - Legal Advisor to City Clerk			
Review training and education plan that the applicant will provide to all employees	0.50	\$250.00	\$125.00
Review criminal background report of the applicant's criminal history	0.25	\$250.00	\$62.50
Scoring Team Review	3.25	\$250.00	\$812.50
TOTAL PROFESSIONAL EXPERT - LEGAL ADVISOR:			<u>\$1,000.00</u>
Office of the City Clerk			
City Clerk			
Section 8(c)(15) community outreach and education strategies	3.00		\$0.00
Section 8(c)(16) charitable plans	2.00		\$0.00
Special Assistant to the City Clerk			
Review proof of ownership of the entire premises where in the medical merijuana facility is to operated; or written consent from the property owner for the use of the premises and a manner requiring licensure under this ordinance along with a copy of the lease for the premises	0.25	\$23.29	\$5.82
Review LARA application documents	0.25	\$23.29	\$5.82
Review proof of an adequate premises liability and casualty insurance policy in the amount not exceeding the requirments addressed in the Medical Marijuana Facilities Licensing Act or applicable State laws	0.75	\$23.29	\$17.47
Review affidavit that the transfer of Marijuana to and from the medical marijuana facilities shall be in compliance with the MMMA and the Medical Facilites Licensing Act or other applicable State Laws	0.50	\$23.29	\$11.65
Review application in its entirety and certify all required materials have been presented and approved by various departments of the City	3.00	\$23.29	\$69.87
Section 8(c)(23) No default to the City Review for 50th District Court	0.50	\$23.29	\$11.65
Prepare applications for appeals with hearing officer and/or commission	0.50	\$23.29	\$11.65
Prepare permits or denial letters	0.25	\$23.29	\$5.82
TOTAL OFFICE OF THE CITY CLERK:			<u>\$139.74</u>
Hearing Officer			
Section 16 appeal review	4.00	\$70.00	\$280.00
TOTAL HEARING OFFICER:			<u>\$280.00</u>
City Attorney			
Review any legal questions related to applications that arise	2.65	\$125.00	\$331.25
TOTAL CITY ATTORNEY:			<u>\$331.25</u>
TOTAL ESTIMATED ADMINISTRATIVE COST TO REVIEW AND APPROVE APPLICATION (COST PER APPLICATION)			\$5,007.85

City Employee Position

Planning Manager

City Clerk

Treasurer

DPW Director

Income Tax Director

Special Assistant to the City Clerk

Salary	FICA (7.65%)	Hours	Rate per hour
\$88,400.00	\$6,762.60	2080.00	\$45.75
\$90,000.00	\$6,885.00	2080.00	\$46.58
\$88,400.00	\$6,762.60	2080.00	\$45.75
\$98,800.00	\$7,558.20	2080.00	\$51.13
\$68,140.00	\$5,212.71	2080.00	\$35.27
\$45,000.00	\$3,442.50	2080.00	\$23.29

3rd party contractors

Wade Trim - Building and Safety (on average 11 full time employees)

Oakland County Sheriff (Contract 2019 - Patrol Investigator, no fill. 18 officers at 2,080 houses

Fire Inspector - assume same rate as Wade Trim. Could not determine based on contract.

Financial Advisor to City Clerk

Legal Advisor to City Clerk

Hearing Officer

Annual Contracts	Hours	Rate per hour
\$1,626.00	22880.00	\$71.07
\$2,492.00	37440.00	\$66.56
		\$60.00
		\$250.00
		\$70.00

Medical Marihuana Application Review Roles and Responsibilities for the City Clerk

- 1) Responsible for accepting applications; reviewing grower, processor, secure transporter, and safety compliance applications; awarding Medical Marihuana permits and appointing a hearing officer to hear appeals.
- 2) The Clerk shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk. (Ordinance 2357(B) Section 9(f))
- 3) The City Clerk may engage professional expert assistance in performing the Clerk's duties and responsibilities under this ordinance (Ordinance 2357(B) section 9(j))

City Clerk

**Special Assistant to the
City Clerk**

The City Clerk will score the following Provisioning
Center Application sections:
Content and Sufficiency of Information
Background Information subcategory 9(f) (1)
Community Development subcategory 9(f) (1)
Philanthropic and Community Improvement 9(f) (7)

Professional Experts

Financial Advisor

Financial Advisor to the City Clerk
Sherman J. Taylor, JD CPA, SRT
Consulting, LLC

Application Sections to Review

Content and Sufficiency
Financial Background subcategory 9(f) (1)
Economic Benefits subcategory 9(f) (1)
Managerial Resources 9(f) (4)
Financial Resources 9(f) (5)

Planning Advisor

**Planning Advisor to the City Clerk Giffels
Webster**
Jill Bahm, AICP, Partner
Eric Fazzini, AICP, CNU-A , Senior Planner
Joe Tangari, AICP, Senior Planner

Application Sections to Review

Content and Sufficiency of Information
Facility subcategory 9(f) (1)
Land Use 9(f) (2)
Community Impact 9(f) (3)
Physical Improvements 9(f) (8)

Legal Advisor

Legal Advisor to the City Clerk
(TBD)

Application Sections to Review

Content and Sufficiency
Patient Education subcategory
9(f) (1)

Compliance Review

Building Consultant Wade Trim

Application Sections to Review

Content and Sufficiency
Facility subcategory 9(f)(1)

Medical Marihuana Application Review
Roles and Responsibilities for City Departments

Mayor

City Departments

Planning

Section 9(b) (2)

Building

Section 9(b) (1)

Section 9(b) (2)

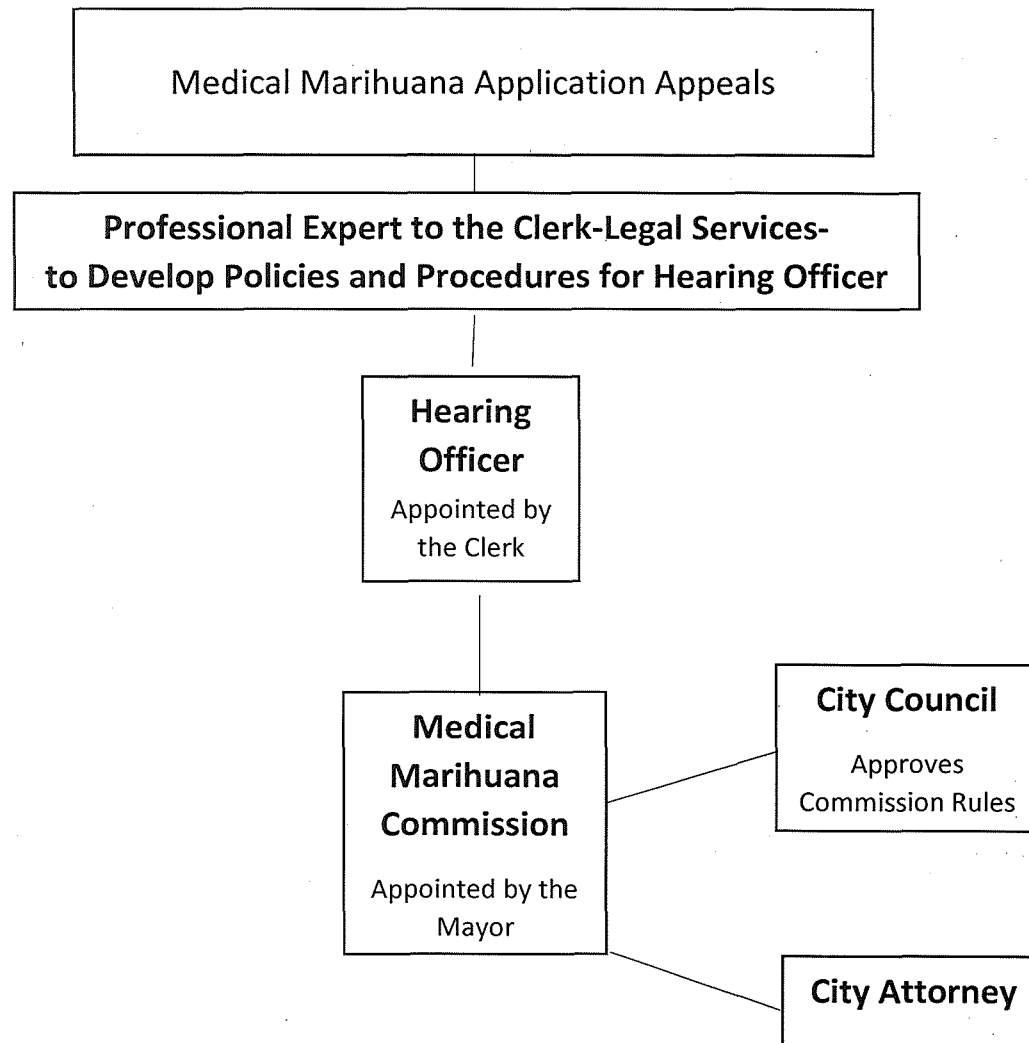
Fire

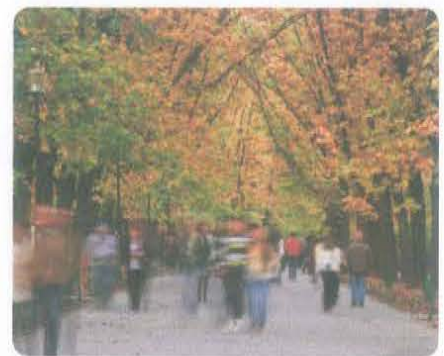
Section 8(c) (31)

Section 9(b) (1)

Sheriff

Section 8(c) (17)





QUICK FACTS

FOUNDED
1952

MARKETS
Public works
Transportation
Healthcare
Education
Retail
Office/Industrial
Facilities Management
Urban Redevelopment
Parks/Trails
ADA Compliance
Federal

SERVICES
Civil Engineering
Municipal Consulting
Planning
Land Development Consulting
Landscape Architecture
Environmental Consulting

CONTACT
313.962.4442
www.giffelswebster.com

Corporate Introduction

Giffels Webster is a community planning, civil engineering, and land surveying firm that provides professional services to public, private, and institutional clients. Our primary business revolves around the natural resources of land and water, along with the infrastructure that is necessary to effectively utilize these resources for human needs. For over 65 years, we have been fortunate to provide professional support to thousands of clients. This strong client base, coupled with our community involvement, has been instrumental in the development of improved procedures and reasonable fees while assuring the stability and continued growth of our firm.

In 2016, Giffels Webster acquired Clearzoning, a planning and zoning consultant, to broaden our community-building solutions through additional expertise and proprietary processes. The harmonization of the companies has broadened Giffels Webster's leadership in planning, zoning and project implementation.

Collectively, our planning team has over 100 years of experience assisting communities with zoning & form-based codes, traffic & parking studies, website consulting, economic development plans, and a wide range of long-range planning services, including master plans, recreation plans, downtown development plans, and tax increment financing plans. Giffels Webster is at the forefront of developing clear and user-friendly zoning ordinances. Our Clearzoning® product reorganizes zoning and other development regulations for greater efficiency, identifies and resolves conflicting regulations, and provides a significant "health check-up" for zoning codes.



Jill Bahm, AICP

Partner

Jill Bahm is a Partner at Giffels Webster and has a broad planning background that includes work in both the public and private sector. Jill's municipal experience as a city planner and DDA executive director, combined with her commercial real estate experience, design, marketing and promotional skills, allows her the opportunity to assist clients with a variety of projects. Jill also enjoys exploring how new technologies can be used to engage the public and improve service delivery. Jill serves on the Main Street Oakland County Advisory Board and the Michigan Association of Planning Information & Education Committee.

YEARS OF EXPERIENCE

22

EDUCATION

Master of Urban and Regional Planning, University of Michigan

Bachelor of Arts in Communications/English, University of Michigan

Form-based Code Institute, Alumnus

National Charrette Institute, Core Level Certificate

CERTIFICATIONS

American Institute of Certified Planners (American Planning Association)

Michigan Association of Planners

SPECIAL EXPERTISE

Downtown Development
Land Use/Planning
Zoning
Review Process
Public Engagement
Design
Placemaking
Training/Education

Land Use Planning

Master Plan Update (2019), Rochester Hills
Comprehensive Plan (2018), Brighton
Capital Improvement Plan (2018), St. Johns
Capital Improvement Plan (2018), Lathrup Village
Comprehensive Development Plan (2018), DeWitt Twp
Comprehensive Plan (2017), City of Croswell
Tech Village Master Plan / Framework Study (2016), Grand Blanc Twp
Master Plan Amendment (2018), Bloomfield Twp
Downtown Master Plan (2015), City of Clawson
Master Plan (2014), City of Lathrup Village

Recreation Planning

Recreation Plan (2018-2022), City of Sylvan Lake
Recreation Plan (2018-2022), City of Brighton
Recreation Plan (2017-2021), Grand Blanc
Recreation Plan (2017-2021), City of Croswell
Recreation Plan (2016-2020), City of Lathrup Village
Recreation Plan (2016-2020), China Twp
General Management Plans (2008-2016), State of Michigan DNR
Michigan Natural Resources Trust Fund Grant Application Assistance (2018), White Lake Twp (\$1.4M Awarded)

Zoning

Sign Ordinance, City of Ann Arbor (2018-2019)
Zoning Code Update (2017), City of Brighton
Tech Village Form-based Code (2017), Grand Blanc Twp
Downtown Zoning Updates (2017), City of Clawson
Zoning Ordinance Audit (2016), Grand Blanc Twp
Zoning Ordinance Audit (2015), City of Flint
Zoning Ordinance Audit (2015), City of Brighton
Zoning and Municipal Code (2014-2015), Watertown Township
Zoning Ordinance and Form-based Districts (2012), City of Ruston, Louisiana
Zoning Ordinance and Form-based Districts (2011), City of Lathrup Village
Township Center District Zoning (2015), West Bloomfield Twp
Sign Ordinance Update, West Bloomfield Twp

Economic Development

Technology Village Marketing Materials (2017), Grand Blanc Twp
Economic Development Strategy (2014), City of Wixom
Redevelopment Ready Best Practices in Zoning and Development Review - Training Program (2013-2014), Michigan Economic Development Corporation
Tax Increment Finance Plan Assistance (2014), City of Farmington Hills
Tax Increment Finance Plan (2012), Ferndale Downtown Development Authority

Ongoing Planning Services

City of Bloomfield Hills
City of Brighton
China Twp
City of Lathrup Village
City of Sylvan Lake
City of Clawson



Eric Fazzini, AICP CNU-A

Senior Planner

YEARS OF EXPERIENCE

11

EDUCATION

Bachelor of Science
Urban and Regional Planning
Michigan State University

CERTIFICATIONS

Congress for the New Urbanism
Accredited
University of Miami School of
Architecture
2012-present

MEMBERSHIP

Young Leaders Group
Member – ULI Michigan
2019-present

Eric Fazzini is a Senior Planner at Giffels Webster. He received a B.S. in Urban and Regional Planning from Michigan State University in 2007. Eric recently began working for Giffels Webster after working as a planner for 10 years in metropolitan Indianapolis and Cincinnati. During his time in the Hamilton County (Cincinnati), Ohio, Planning and Development Department, Eric expanded his professional development to include greater involvement in township land use policy and zoning administration, persuasive writing, the politics of the development approval process, and adoption and implementation of zoning text amendments in a developed county. During this time, Eric also became an accredited member of the Congress for New Urbanism through the University of Miami School of Architecture in 2012.

During his time in the Hendricks County (Danville), Indiana, Planning and Building Department, Eric gained his initial experience handling day-to-day planning intake work, monthly zoning and subdivision work, GIS mapping, and other functions. The majority of this work involved subdivision and greenfield commercial growth as the county is adjacent to Indianapolis and was the second-fastest growing in the state at the time. Eric was also involved in the implementation of a new zoning ordinance done by local architecture firm Ratio Architects, which provided Eric with substantial experience in planning-related design and architectural review and an understanding of the important relationship between architecture and planning. Lastly, working at the subdivision administration level at the end of the housing boom of the 2000's allowed Eric to gain experience in subdivision layouts, simple policy standards that lead to better vehicular and pedestrian connectivity, and the eventual connectivity issues that arise at the square mile level between unrelated subdivisions and other uses.

During his time at Michigan State University, Eric's capstone planning course was devoted to producing a group master plan trail planning and development study for a broken trail connection through a neighborhood-scale industrial area shared by the City of Grand Rapids, Michigan, and the City of Walker, Michigan, known as GrandWalk. The focus of the plan was a potential non-motorized trail along an abandoned railway corridor and a small creek. Upon completion of the plan, it was successfully presented to clients, Right Place, Inc., a Grand Rapids economic development agency, and the MSU Kent County Extension office. The plan went on to share the Michigan Association of Planning's Outstanding Student Planning Project award in 2007.

Plans and Special Studies

2019 Master Plan Update – Clay Twp
2019 Master Plan Graphics Update – City of Kentwood
Ongoing Private Development Master Plan Assistance – Detroit

Ongoing Planning Services

China Twp (2018-present)
Bruce Twp (2018-present)
Chesterfield Twp (2019-present)
City of Sylvan Lake (2018-present)
Village of Bingham Farms (2018-present)
Clay Twp (2018-present)
New Baltimore (2018-present)

Zoning and Other Ordinance Work

Zoning Ordinance Amendments – City of Brighton
Zoning Ordinance Amendments – Shelby Twp
Zoning Ordinance Amendments – Texas Twp



Joe Tangari, AICP Senior Planner

Joe Tangari is a Senior Planner at Giffels Webster. He received a Master of Urban Planning degree from Wayne State University with a concentration in Managing Metropolitan Growth, and a B.A. in Music Business from Berklee College of Music.

Joe is dedicated to improving opportunities for public input, achieving clarity in zoning ordinance language and illustrations, pursuing innovative planning concepts, and providing informative development reviews to guide planning commission decision-making. He enjoys the day-to-day challenges of community planning and economic development.

At Giffels Webster, Joe has conducted development reviews, drafted form-based zoning districts, created master plan and zoning graphics using SketchUp, developed historic district design standards, participated in master plan and recreation plan updates, helped build municipal websites, and facilitated public input via community meetings and surveys. Communities he has served include small towns, rural townships, inner ring cities, and suburbs. He has also served as an instructor for the Michigan Economic Development Corporation's workshops on improving review processes and amending zoning ordinances.

During his time in the City of Hazel Park Department of Planning and Community Development, Joe gained experience working with limited resources and built a deep understanding of the challenges facing modern city governments.

YEARS OF EXPERIENCE

6

EDUCATION

Master of Urban Planning
Wayne State University

Bachelor of Arts
Music Business
Berklee College of Music

Plans and Special Studies

2015 Master Plan Update, Marshall
2015 Master Plan Update, Gladstone
2015 Master Plan Update, Armada Twp
2015 Master Plan Update, Bingham Farms
2016 Downtown Master Plan, Clawson
2016 NextSteps for Downtown Assessment, Mount Clemens
2016 Master Plan Update: Implementation Guide, Lexington
2016-2021 Recreation Plan, Ira Township
2016 Corridor Zoning Study, Ruston, LA
2016 Master Plan Update, Novi
2018 Comprehensive Plan, Brighton
River Raisin National Battlefield 2017 Cooperative Land Management Plan
Bloomfield Hills (2017-present)

Ongoing Planning Services

Bruce Twp (2018-present)
Casco Twp (2018-present)
Farmington Hills (2015-present)
Ira Twp (2014-present)
Columbus Twp (2014-present)
Armada Twp (2014-present)

Zoning & Other Ordinance Work

Technology Village Form-based Zoning Districts, Grand Blanc Twp
Sign Ordinance, Farmington Hills
Zoning Ordinance Audit, Manistee
Zoning Ordinance Audit, Brighton
Clearzoning & Audit, Ira Twp
Clearzoning & Audit, Columbus Twp
ClearCode, Columbus Twp
Steamboat Springs, CO Zoning Ordinance: New Format & Amendments

Other Planning Work

Instructor, MEDC Best Practices 2 & 3
Website Design Consulting, Casco Twp
Website Design Consulting, Columbus Twp
Historic District Design Guidelines, Fairmont, WV



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is effective as of Date, between Giffels Webster located at 28 W. Adams Street, Suite 1200, Detroit, MI 48226 and the following person or entity ("Client"):

Client name and address: City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Client contact and phone no: Garland Doyle
Interim City Clerk
(o) 248.758.3200

Email gdoyle@pontiac.mi.us

Project Name: Provisioning Center Application Review Project No.:

The Client and Giffels Webster enter into this Agreement for certain professional consulting and related services to be provided by Giffels Webster with respect to the above Project ("Project"). The parties agree as follows:

I. PROJECT DESCRIPTION

Professional planning services as outlined in the Scope of Services.

II. SCOPE OF SERVICES

Giffels Webster will conduct reviews of Official Medical Marihuana Applications against applicable ordinances and planning/zoning scoring criteria based on the compensation provided in III below. This service includes reviews pursuant to the following:

1. Standards from The City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance #2357B) related to planning and zoning: Sec. 8(c)(18)-(20); Sec. 8(c)(27), (30); and Sec. 9(b)(2)
2. Standards from the Zoning Ordinance specific to Medical Marihuana Facilities (as amended by Ordinance #2363)
3. Additional official applications and informational packets as provided by the city.

Additional services, including phone and in-person meetings and/or additional development reviews are available upon request by the city.

III. COMPENSATION

The fee associated with reviewing and scoring applications is \$1,725 per application. Additional services, including phone and in-person meetings will be charged hourly at the rates provided in Exhibit A | Billing Rate Schedule. Additional development review services, including site plan review, are available upon request by the city and associated fees are provided in Exhibit B | Development Review Fee Rate Schedule.

IV. TERMS AND CONDITIONS

a. REIMBURSABLE EXPENSES

Giffels Webster's fees outlined above do not include reimbursable expenses, which include: shipping, handling, postage and delivery fees, out of town travel, outside reproduction (drawings, reports or other deliverables not being used internally by Giffels Webster for the completion of our effort) and subconsultant costs (if not expressly included in the Scope of Services). Routine copies for memos, brief reports, and reviews are included in the retainer and or review fees, as

applicable, and are not charged as expenses. The Client agrees to reimburse Giffels Webster for reimbursable expenses at cost plus 15%.

b. INVOICING

Time and expense portions of this Agreement will be invoiced in accordance with Exhibit A | Billing Fee Rate Schedule and III. Compensation (above). Flat fees will be invoiced upon completion of application reviews.

Giffels Webster reserves the right to add a 10% late fee if payment is not received within 30 days of the date of the invoice and may suspend and terminate work under this Agreement upon failure of the Client to pay invoices as due. The Client agrees to review invoices upon receipt and forward all requests for amendments or clarifications in writing to Giffels Webster within 30 days of the date of the invoice. Payment will be made within 15 days of the Client's receipt of clarifications or revisions agreed to as a result of such requests.

c. STANDARD OF CARE

All services performed by Giffels Webster will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances at the same time and in the same locality. No warranty, express or implied, is made or intended by this proposal to provide consulting services.

d. RESPONSIBILITY FOR RESILIENT DESIGN

The Client acknowledges that climate change may result in disruptive events that exceed the requirements of the existing codes and regulations and that Giffels Webster cannot anticipate these events. The Client agrees that Giffels Webster is not liable for changes in the environment or site that exceed existing and applicable codes if they are not identified in writing as required design or study parameters at the time the services are provided.

e. INSURANCE

Giffels Webster and its agents, staff and contracted consultants are protected by worker's compensation insurance. Giffels Webster has such coverage under public liability, professional liability and property damage insurance policies which it deems to be adequate. Giffels Webster shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance.

f. LIABILITY

To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Giffels Webster and Giffels Webster's officers, directors, partners, employers, agents, and contracted consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty expressed or implied, shall not exceed the limits and conditions of its insurance.

The Client and Giffels Webster waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, or disruptive climate events even if the affected party has knowledge of the possibility of such damages.

g. DATA COLLECTION

The means, methods and selection of technologies used in the collection of field data are at the sole discretion of Giffels Webster. The Client understands that some technologies automatically collect data that may not be required by Giffels

Webster to complete the services included in this Agreement. The Client further understands that Giffels Webster does not review data that is not directly related to the scope of services including in this Agreement, and Client agrees that Giffels Webster has no responsibility to do so and that Giffels Webster has no responsibility to advise the Client of any deficiencies that might be found if that data were reviewed.

h. INSTRUMENTS OF SERVICE

The Client acknowledges that Giffels Webster's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, are instruments of professional service (the "Instruments") and not products. Giffels Webster and its contracted consultants shall be deemed the authors and owners of their respective Instruments and shall retain all common law, statutory and other reserved rights, including copyrights and trademarks. Upon full payment of Giffels Webster's compensation for this Project, ownership of the following shall be transferred to the Client: Review letters associated with the scope described in this agreement.

i. ASSIGNMENT

Neither the Client nor Giffels Webster may delegate or assign its duties or rights under this Agreement without the written consent of the other party, such consent not to be unreasonably withheld.

j. DELAYS

If Giffels Webster is delayed at any time in the progress of the services by any reason beyond its control, including any act or omission of the Client, by any act or omission of a contractor or by adverse weather or other conditions not reasonably anticipated, the time for completion of the services shall be extended by a time equal to the time of such delay and an equitable adjustment in Giffels Webster's fee shall be made as may be reasonable under the circumstances.

k. CHANGES TO THE AGREEMENT

The Client and Giffels Webster agree that the discovery of unanticipated or changed conditions may require a renegotiation of the Scope of Services, or termination of the Agreement. Furthermore, changes in the scope of the project or to any of the assumptions used in the preparation of the Agreement may also require a renegotiation of the Scope of Services. In the event that the Agreement is changed, Giffels Webster shall be entitled to an appropriate adjustment in schedule and compensation. If renegotiated terms cannot be agreed to, the Client agrees that Giffels Webster has the right to terminate this Agreement.

l. TERMINATION

Either party may terminate this Agreement on at least 30 days written notice to the other. In the event of termination, Giffels Webster shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. The Client shall also reimburse Giffels Webster for all termination expenses.

m. RECOVERY OF COSTS

In the event that legal action is brought by either party against the other in the courts (including an action to enforce or interpret any aspect of this Agreement), the prevailing party shall be reimbursed by the other for the prevailing party's legal cost, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees, and other documented expenses.

n. CONFLICT OF INTEREST

Giffels Webster agrees to the terms of The Client's provisions for Conflicts of Interest as provided in Exhibit C | Conflict of Interest.

o. CONFIDENTIALITY

Giffels Webster agrees to the terms of The Client's provisions for Confidentiality as provided in Exhibit D | Confidentiality.

V. ACCEPTANCE AND AUTHORIZATION TO PROCEED

The Client certifies that the person executing this Agreement is authorized to sign on behalf of the Client's organization. The Client understands that this Agreement includes Exhibit A | Development Review Fee Rate Schedule, and all executed additional service requests. The Client also certifies that, if it is a business entity, it is registered and in good standing with the State of Michigan, is authorized to conduct business in Michigan and is adequately capitalized to meet the financial obligations of this Agreement. If the Client agrees with the terms of this Agreement, the Client should sign both copies of the Agreement and return one copy to Giffels Webster. Giffels Webster's receipt of the signed Agreement from the Client will constitute a written notice to proceed unless otherwise indicated in writing by the Client.

GIFFELS WEBSTER

CITY OF PONTIAC

BY: _____
Name: Jill S Bahm
Partner
Date

BY: _____
Name:
Title:
Date:

EXHIBIT A BILLING RATE SCHEDULE

All work outside the scope of flat fee projects will be billed according to the following minimum rate schedule unless specific agreement is made in writing with an officer of Giffels Webster for another basis of charges. Time and material agreements will be invoiced in accordance with the rates identified below while lump sum portions of Agreements will be invoiced on a percentage completion-to-date basis.

Construction Inspector	\$80	Intern	\$55
Senior Construction Inspector	\$90	Clerical Administrative	\$40
Construction Administrator	\$80	Project Assistant	\$75
Instrument Crew	\$130	Staff Technician	\$75
Survey Crew	\$165	Project Technician	\$85
Staff Surveyor	\$90	Senior Technician	\$95
Project Surveyor	\$105	Lead Technician	\$105
Senior Surveyor	\$115	Staff Landscape Architect	\$90
Lead Surveyor	\$120	Project Landscape Architect	\$105
Survey Manager	\$120	Senior Landscape Architect	\$115
GIS Analyst	\$85	Lead Landscape Architect	\$120
GIS Specialist	\$95	Landscape Architecture Manager	\$120
Senior GIS Specialist	\$105	Staff Engineer	\$90
GIS Manager	\$120	Project Engineer	\$105
<u>Staff Planner</u>	\$90	Senior Engineer	\$115
<u>Associate Planner</u>	\$105	Lead Engineer	\$120
<u>Senior Planner</u>	\$115	Traffic Engineer	\$115
<u>Principal Planner</u>	\$120	Senior Traffic Engineer	\$140
Project Manager	\$125	Senior Project Manager	\$165
<u>Partner</u>	\$165		

Planning Staff Fees are Underlined

Notes to the Billing Rate Schedule:

1. The assignment of personnel is solely the responsibility Giffels Webster.
2. These rates include charges for computer and survey equipment, local travel, stakes, staff benefits, internal printing costs, telephone, fax and other overhead costs and profit.
3. Outside services not normally provided by Giffels Webster, and other reimbursable expenses (special equipment, printing, reproduction, printing and reproduction, out-of-town travel, shipping and subcontracted services) used for this project will be billed at cost plus 15% and are not included in the above hourly charge rates.

EXHIBIT B
DEVELOPMENT REVIEW FEE SCHEDULE

Development Review Fees:	Planning Review
Site Plan	
Residential (multi-family)	\$1,200 + \$50 per acre or fraction thereof
Non-Residential (Commercial and Industrial)	\$1,200 + \$75/acre or fraction thereof
Non-Residential (Public / Semi Public)	\$1,100 + \$50/acre or fraction thereof
Condominium (site or general) Plan	\$900 + \$40/acre for residential and \$75/acre for non-residential plus \$325 to review Master Deed for planning issues
Subdivision Plat	
Tentative Preliminary	\$800 + \$40/acre or fraction thereof
Final Preliminary	\$750 + \$20/acre or fraction thereof
Final Plat	\$350 + \$20/acre or fraction thereof
Special Land Use Review	\$800 + site plan fee
Draft Special Land Use Permit following approval (if requested)	\$350
Planned Unit Development Concept Plan Review	\$1,500 + \$75/acre or fraction thereof
Planned Unit Development Final Plan Review	\$1,500 + \$50/acre or fraction thereof
Planned Unit Development Major Amendment Review	\$1,500 + \$50/acre or fraction thereof
Planned Unit Development Minor Amendment Review	\$750 + \$25/acre or fraction thereof
Planning Unit Development Agreement Review	\$350 to review agreement for planning issues
Mobile Home Park Plan	\$700 + \$20/acre or fraction thereof
Rezoning Request Review (plus site plan fee if a site plan is submitted as part of a conditional zoning request)	\$1,000 plus \$50/acre or fraction thereof
Land Division	\$250 per resulting split
Land Division with Internal Road	\$750 + \$50/lot
Landscape Review	\$250.00 plus \$15 per acre
Landscape Inspection	\$350
Review Text Amendment by Others	\$400
Review of Woodlands or Natural Resource Buffer	\$350
Administrative Site Plan Review	\$400
Variance Review (Residential)	\$250/variance, \$175 each for additional variances
Determination of Use Fee	\$200
Variance Review (Non-Residential)	\$450/variance, \$300 each for additional variances
Parking Study Review	\$500
Sign Application Review	\$150 each wall or freestanding sign
Review of Application After First Two Reviews	50% the original fee for each additional review after 2
Expedited Review (to process a review in 5 working days (subject to availability))	200% of standard fee
Project-related meetings with applicant (at applicant's request)	\$300 at Planners' Office or \$325 at City offices for 1-hour appointment. Includes summary memo to City.

Development Review Fees Include Up to Two Reviews

Additional Evening Meeting Fee: \$ Hourly (\$300 minimum)

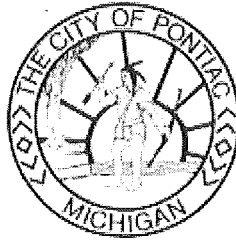
Hourly Services: \$150 per hour for planning services not covered by the fee schedule or otherwise described in the agreement.

Routine copies for memos, brief reports, and reviews are included in the retainer and or review fees, as applicable, and are not charged as expenses.

#3

RESOLUTION

Resolution of the Pontiac City Council



Whereas, Ordinance 2357(B) the City of Pontiac Medical Marihuana Facilities Ordinance was adopted on September 12, 2018; and

Whereas, Ordinance 2357(B) Section 8 Medical Marihuana Facility Applications (d) states "all applications must be accompanied by the appropriate fee to help defray administrative costs associated with the application for the medical marihuana facility, which shall be set by a resolution adopted by council, but shall not exceed five thousand dollars (\$5,000.00) per application; and

Whereas, the City Council adopted resolution 19-37 on February 5, 2019 setting the medical marihuana application fee at five thousand dollars (\$5,000.00); and

Whereas the City of Pontiac has collected Five Hundred and Forty Thousand dollars (\$540,000.00) in medical marihuana application fees 101-000-478.001; and

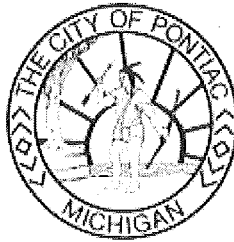
Whereas, the City Council wants to assign the \$540,000.00 to Dept 255 Medical Marihuana Applications to cover the cost of reviewing applications; and

Now therefore, be it resolved that the City Council approves the \$540,000.00 in medical marihuana application fees 101-000-478.000 to be assigned to Dept 255 Medical Marihuana Applications to cover the cost of reviewing medical marihuana facility applications.

#4

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council approved the FY 2019-2020 budget on June 25, 2019; and,

WHEREAS, the adopted FY 2019-2020 budget included allocating \$30,000.00 to the General Fund's City Council budget account 101-101-804.000, Legal Services; and,

WHEREAS, on September 24, 2019, the City Council passed resolution 19-485 (5-1), to authorize Clark Hill PLC to initiate legal action on behalf of the City Council against Mayor Waterman and all other individuals necessary to enforce the City Council's express rights under the City Charter, including the right to adopt resolutions which have the effect of modifying or changing City Ordinances, and to declare the powers and responsibilities of the City Council, the mayor and the Clerk under City Charter; and,

WHEREAS, the budgeted funds that were allocated for legal services have been expended; and,

WHEREAS, City Council's budgeted funds previously allocated in the General Fund's City Council District Projects account 101-101-808.101 has suitable funds to cover any remaining unfunded balance in account 101-101-804.000, Legal Services; and,

WHEREAS, the City Council requests a transfer of \$50,000.00 from account 101-101-808.101, District Projects to account 101-101-804.000, Legal Services.

NOW, THEREFORE BE IT RESOLVED the Pontiac City Council hereby approves a budget amendment for fiscal year 2019-2020 to allocate a total of \$50,000.00, from the General Fund's City Council budget account 101-101-808.101, District Projects, to account 101-101-804.000, Legal Services.

#5

RESOLUTION



Financial Services – Purchasing Division



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
Dan Ringo, Interim Director of Public Works

DATE: March 12th 2020

RE: Resolution to Approve RNA FM to provide landscape and snow removal services according to the RFP in the amount of \$464,979.00 for landscaping and a per occurrence of \$32,536 with \$20,776 per occurrence for salting.

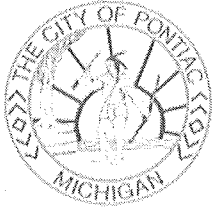
The Department of Public Works is requesting that the City of Pontiac enter an agreement RNA FM for both landscape and snow removal services. RNA performs landscape, snow removal and facility services for multiple private and public entities in the region as well as other states. The Department of Public Works Al Cooley and Dan Ringo reviewed their proposal and based on the pricing and capacity make this recommendation to the Mayor. It is important to note that although the contract has been combined the pricing for the services remain separate. In this contract the city retains the ability to salt as needed on occurrence with expanded capacity through a strategic partner if necessary.

WHEREAS,

The Department of Purchasing combined both landscape and snow removal services into one RFP. The Department of Public Works received two bids and interviewed two vendors. The decision was made to recommend RNA FM based on their capacity and competency to handle the services as laid out in the RFP.

**NOW, THEREFORE, BE
IT RESOLVED,**

The Pontiac City Council authorized the Mayor to enter into an as-needed agreement with RNA FM for both landscape and snow removal services for the designated areas commencing April 15th 2020.



Financial Services – Purchasing Division

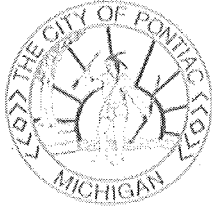
dr

Attachments.



RNA Facilities Management 717 W Ellsworth Ann Arbor, MI 48108

- All in Lawn Pricing: Total price \$464,979.
- Snow Removal pricing: The per service plowing price for the listed locations is, \$1,049 per plowing of 2 inches, plus a salting charge of \$1,347. With this pricing our anticipation was to keep circling the locations until the snow fall has completed. This could mean several trips depending on the storm. A pricing structure similar to the way the last company was plowing the properties would be, \$2,884 per plowing with salt costs remaining the same.
- Road Salting Pricing: The per service pricing for salting all of the roads contracted to us will be, \$20,776 for the 196 lane mile route.
- Road Plow Pricing: The per service pricing for plowing and salting of all roads contracted to us will be, \$32,536 for the 196 lane mile route.
- A per ton application cost of \$220 will be charged for extra work requested.
- Hourly laborers will be billed at \$37 per man per labor hour.



Financial Services – Purchasing Division

NOTICE

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

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks,
Vacant Lots and Misc.**

**Snow Removal Services- SNOW removal, Hauling and/or Salting
Services for the entire City of Pontiac**

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

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

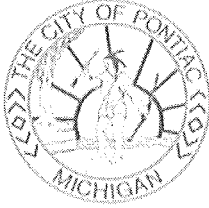
Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

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



Financial Services – Purchasing Division

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Tuesday, February 4, 2020 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini
Parks, Vacant Lots and Misc.**
**Snow Removal Services- SNOW removal, Hauling and/or
Salting**
Services for the entire City of Pontiac

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Tuesday, February 4, 2020**. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

**Mowing Services – City Buildings, MDOT ROW, Parks, Mini
Parks, Vacant Lots and Misc.**
**Snow Removal Services- SNOW removal, Hauling and/or
Salting**
Services for the entire City of Pontiac

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

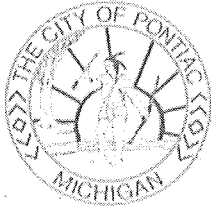
There will be a pre-bid meeting.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

And at Michigan Intergovernmental Trade Network (MITN): www.mitn.info

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

Please refer to the website/MITN 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 mailed upon request.

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

If you have any questions regarding this RFP, please contact Dan Ringo (248) 758-3614 or send an email to DRingo@pontiac.mi.us

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks, Vacant Lots and Misc. and Snow Removal Services- SNOW removal, Hauling and/or Salting for the entire City of Pontiac will be received at the Office of the City Clerk of the City of Pontiac, Michigan until 2:00 PM, Tuesday, February 4, 2020, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as “Mowing Services – City Buildings, MDOT ROW, Parks, Mini Parks, Vacant Lots and Misc. and Snow Removal Services- SNOW removal, Hauling and/or Salting Services for the entire City of Pontiac”, and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

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

1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least five (5) years' experience in Mowing Services and SNOW Removal Services.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.



Financial Services – Purchasing Division

If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

A maximum of one award of contract will be made on a lowest qualified bid for each category described in the bid form. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

A One Thousand dollar (\$ 1,000.00) certified check or bid bond, executed by a surety company, is required. The Bid Bond will be released when all bids are rejected, or the City enters a contract with the lowest qualified bidder.

1.7 Pre-Bid Meeting

No pre-bid meeting will be held.

2. TERMS AND CONDITIONS

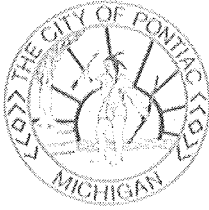
2.1 Laws and Municipal Ordinances, Permits

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

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

2.2 Non-Discrimination

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as



Financial Services – Purchasing Division

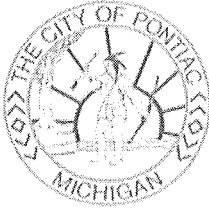
amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment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

2.3 Indemnification

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

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the



Financial Services – Purchasing Division

terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.4 Jurisdictional Authority

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

2.5 Severability

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

2.6 Income Taxes

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

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

Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

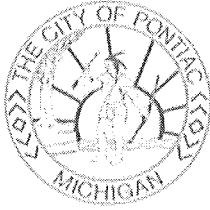
Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

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

2.7 Compensation and Payment

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

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

Payment Terms – Net 30

2.8 General Conditions

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

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

All funds must be quoted in US dollars

2.9 Quotations/Proposals

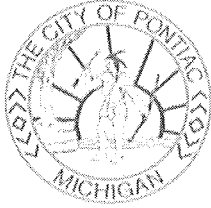
Bidders **MUST** submit **an original and one copy**, of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

2.10 Minimum Qualifications

Proposers must provide the following information:

- a. Proposals will be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- b. Provide proof of financial capabilities either an audited financial statements for the last three years or Dun & Bradstreet report and the Federal Employer ID number (EIN)
- c. Attach a list of employees that would be used under this contract along with proof of the proper State of Michigan driver's licenses to operate equipment to be used under this proposal. Employees must be properly trained and qualified to operate the equipment.
- d. List description of any contracts, which have been terminated. Provide the name and telephone number of the owner of such contracts.
- e. List description of all legal proceedings, lawsuits or claims, which have been filed against your firm or your employees past or present within the last Five (5) years

2.11 Minor Deviations

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

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

2.12 Bonds and Insurance

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

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



Financial Services – Purchasing Division

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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

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

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

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

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

2.13 Performance Bond

A **performance bond** in the amount of Fifty Thousand Dollars (\$50,000) is required and shall be delivered to the Agency when the contract is executed on the part of the contractor. A “performance bond” is executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

2.14 Payment Bond

A payment bond (labor & material bond) is not required.

2.15 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

2.16 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

Bid amounts are to be expressed as a unit price on a per cut basis as specified in the Bid Proposal Form. Bid Prices are to include cost of all labor, materials, equipment, insurance and bonds necessary to comply and perform under these specifications.

Areas specified in this contract shall be mowed for a “groomed appearance” unless otherwise noted in bid form. Frequency of mowing during the growing season shall be performed to achieve the desired appearance. Frequency of mowing may be affected by plant species, growing habits, health, irrigation, and weather conditions. High visibility, high use properties shall be cut more often than parks and vacant miscellaneous property. Frequency of mowing shall range from weekly to once a month depending on property.

The quantities listed in these documents are estimates only, and quantities of work to be performed are subject to increase or decrease as determined by conditions encountered in the prosecution of the work.



Financial Services – Purchasing Division

The City retains the right to eliminate or add mowing services to a contract based on unit costs provided by the bidder in the Bid Proposal Form.

The Contractors employees are advised that no foul language shall be used while performing city work. No horseplay will be tolerated. Deviation from these guidelines shall be considered a breach of contract.

The contractor and his employees shall comply with the most current safety standards pertaining to this type of work as published by the Michigan Department of Labor, Occupational Safety Standards Commission. This contract shall be carried out in accordance with the laws of the State of Michigan and the ordinance of the City of Pontiac.

All equipment must be safe and efficient and shall be available for inspection by the Director of Public Works or designee at any time. Equipment shall have all necessary/required safety features to prevent injury or damage people, buildings or passing cars.

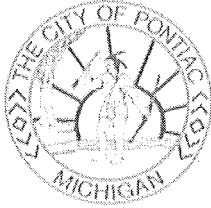
SETBACKS: Unless otherwise instructed by the Director of Public Works or designee, minimum mowing setbacks shall be maintained around all waterways: approximately 10' to 20'. Mowing shall not take place in designated setbacks around waterways. Contractors may also be instructed to maintain setbacks from wooded areas or areas of infrequent use.

Undeveloped areas of parks such as heavily wooded areas with undergrowth, fields, meadows, and wetlands shall be left natural.

3.2 SCOPE OF SERVICES

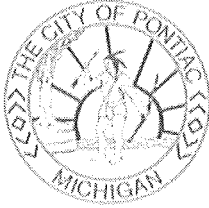
MOWING

1. Machinery of rotary type and that are designed to mulch grass clippings shall be used. Contractor shall adhere to the City of Pontiac Storm Water Management Best Management Practices (BMPs): Grass clippings are to be left on the lawn and removed from paved surfaces to ensure no clippings enter waterways through runoff or through structures such as catch basins. All clumps of grass are to be worked into the lawn or removed and disposed of in a legal manner.
2. Mowers shall be set at a setting to leave grass approximately 3 ½" to 4" tall. No more than 1/3 of the total height of the grass shall be removed at one time.



Financial Services – Purchasing Division

3. Mower blades are to be kept sharp and changed frequently to ensure a quality cut and to prevent tearing of the grass that increases the opportunity for disease.
4. Mowing shall occur only when grass is reasonably dry to prevent clumping.
5. All mowing obstructions encountered in any area, including but not limited to drainage ditches, embankments, rocks, poles, posts, signs, fire hydrants, earthen mounds, fences, building walls, trees, shrubbery, etc. shall be hand trimmed with gas powered string trimmers to ensure a neat and finished appearance to the job (See Chemical Treatments). Care shall be taken not to damage bark on trees and shrubs or to damage any surface features.
6. Prior to cutting, all branches, paper trash, bottles, miscellaneous litter and any other man-made debris found on the property shall be collected and disposed of by the contractor at the contractor's expense.
7. All clippings or debris discharged by mowers or trimming equipment on to hard surfaced areas or pavement shall be swept off or blown back onto the property. Clippings shall not be left in roadways allowing to them to wash into catch basins.
8. Mowing and trimming of all areas included herein is anticipated to begin approximately April 30th depending on weather conditions and the average height of the grass. Subsequent mowing shall occur at intervals indicated for each property in the Bid Proposal Form and may vary depending on periods of extreme rain or drought. Frequency of mowing is at the discretion of the Director of Public Works, or designee and variations in the schedule will be communicated to the contractor when necessary. Final mowing is anticipated to occur before October 15th. Approximately 2 to 25 cuts will be allowed for properties depending on the type of property. Mowing cycles will vary with weather variations driving frequency.
9. The contractor shall be assigned properties based on the bids received. The contractor shall be given a maximum number of cuttings that can occur during the season for those properties he is awarded and the contractor shall provide the owner with a tentative schedule.
10. The contractor shall schedule work between the hours of 7:00 a.m. and dusk, Monday through Friday. No work shall be completed on Sunday or Holidays. Saturday work shall only occur with prior approval from the Director of Public Works, or designee.



Financial Services – Purchasing Division

11. Mowing and trimming will proceed with due diligence. Each mowing cycle shall be completed in an uninterrupted manner, except for delays caused by inclement weather, until the entire property is completed.
12. Extreme care shall be exercised when mowing around people or vehicles. Damage or accidents that may occur involving bystanders, vehicles, the contractor's employees or equipment shall be reported to the Superintendent of Public Works, or designee immediately and shall be the responsibility of the contractor.

FERTILIZATIONS/PEST AND WEEDS/CHEMICAL CONTROL

1. The contractor shall report any pest or weed infestations to the Director of Public Works, or designee immediately.
2. Fertilization, pest and weed control is not part of this contract and will be performed by others. The contractor will not engage in such work on city property unless authorized by the Director of Public Works, or designee.
3. In order to reduce the large amount of hand trimming to be performed application of chemical treatments (soil sterilants) shall be permitted. Treated areas shall be kept to minimum widths and only to such distances to allow use of rotary type equipment. The following mowing obstructions may be chemically treated:
 - a. Fence lines, posts, poles, signs, and fire hydrants.

Note: All spray application costs are to be included as part of the contractors unit price proposal and are not to be provided as separate bid prices.

4. Per City of Pontiac Storm Water Management Best Management Practices (BMPs) no chemicals shall be used within mowing setback areas or within twenty-five feet of a lake, stream, river or wetland.
5. Per City of Pontiac Storm Water Management BMPs only applicators certified by the State of Michigan Department of Agricultural & Rural Development (MDARD) shall apply chemicals under this contract. Prior to the start of the contract, the contractor shall submit to the Director of Public Works, copies of his MDARD Applicator licenses and certifications for all of his employees who will be applying chemicals. Prior to applying the chemical the Contractor shall provide written documentation of the type of chemicals on the appropriate MDARD application form and provide it to the Director of Public Works at least ten (10)

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

days prior to the application. The contractor may subcontract for this work, however, should the contractor choose to subcontract, the contractor must notify the Director of Public Works at least ten (10) days in advance of any spray application. Similarly, the contractor shall also provide at least ten (10) days advance notice of any chemical application that he will be applying including the appropriate MDARD application form.

6. All chemical applications shall be made according to label directions and in strict conformance to all applicable State and Federal laws regulating the same contractor shall not dispose of any excess chemical mixes on city property or clean his spray equipment on city grounds. When applying chemicals, extreme care must be exercised to avoid contamination of other desirable vegetation and to prevent leaching. The contractor must ensure that climatic conditions are appropriate for applying any chemical treatments. Only chemicals registered for the intended use and proven safe to apply under the drip zone of shade and ornamental trees shall be permitted. No restricted use pesticides shall be allowed.

SNOW removal, Hauling and/or Salting Services

Streets

There are major and local streets that may need plowing in accordance with this bid document. Several streets in the City of Pontiac are state or county highways and snow and

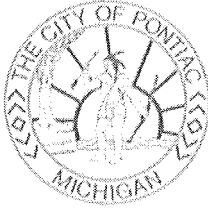
ice control on these streets is performed by other jurisdictions. The Michigan Department of Transportation (MDOT) and the Oakland County Road Commission (RCOC) provide winter

maintenance on trunk line streets running through Pontiac. MDOT streets are as follows: (M-59, Woodward Avenue and its loop through the City, Caesar Chavez Ave, Cass, and a portion of University Drive). The RCOC roads are as follows: Walton Blvd., Telegraph Rd., Baldwin, Joslyn, Giddings, E. Columbia, Collier Rd., W Columbia, Beverly, Glenwood, W Kennett, Montcalm, MLK, Vanguard, Sanderson, Genesee, E & W Howard, N Johnson, Elizabeth

Lake Rd., State, University, Featherstone, Pontiac, Paddock, N Saginaw, Edison, Highwood (between Beverly / E Columbia), Highwood (between Walton / Collier).

The remaining local streets North of M-59 will be maintained by the Contractor.

The City of Pontiac provides snow and ice control services using City equipment and City employees from the Department of Public Works. The Highway Maintenance Foreman routinely monitors/reports on the weather and status of operations, street conditions and



Financial Services – Purchasing Division

problem areas and plans/assigns work as appropriate to adhere to the policies and procedures established by the City.

Penalty:

There will be Penalty of \$ 1,000.00 per hour if the work is not completed within 48 hours.

Policy Statement

The snow and ice control objectives of the City are to:

- Ensure the public safety
- Provide cost effective snow and ice control services
- Minimize the economic loss to the community
- Reduce the hazards of winter conditions to motorists, and
- Facilitate operations for transit, emergency and essential service vehicles

As a policy, the Contractor will:

- Maintain its priority roadways, which consist of major/minor arterial streets, access for emergency services, major collector streets, school zone and business access and special treatment locations on residential streets.
- Maintain its priority roadways with the intent to create acceptable winter driving conditions for vehicles that are properly equipped for winter driving and are operated in a manner consistent with good winter driving habits.
- Provide plowing of residential streets after Priority 1 and 2 streets are under control.

Snow Removal, Hauling and/or Salting Services City of Pontiac Page **11** of **37**

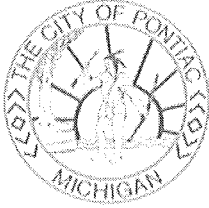
- Not maintain public sidewalks due to the determination that the City does not have the resources to clear all public sidewalks of snow.
- Communicate important, up-to-date information about snow and ice control operations

during severe winter storms to Pontiac citizens, school district officials, health care facilities, utilities, local businesses and the City's largest employers as needed to protect the public health and welfare of the community,

The City of Pontiac has a commitment to provide effective and efficient winter maintenance to its citizens. However, it must be noted that the following circumstances may prevent or delay complete implementation of this commitment:

- Equipment breakdown
- Vehicles disabled in deep snow

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- Weather so severe as to cause crews to be called in from their duties for safety
- Equipment rendered inadequate by the depths of the snow or drifts
- Crew breaks, and breaks required for re-fueling and refilling materials
- Mechanical failures and needed repair
- Parked or stalled vehicles that restrict or prevent access
- Unforeseen emergencies

Street Maintenance Policy

Streets will be maintained according to the following priorities. The priorities and their criteria are as follows:

Local Streets:

These roadways are generally minor collector streets which will be plowed as weather conditions improve. Guidelines to be considered prior to maintaining Priority 2 streets include:

- 1) A forecast of below freezing temperatures for the next 24 hours after the storm,
- 2) A forecast of significant snow within the next 12+ hours after the storm and
- 3) Snow accumulation from the storm expected to be in the range of 10 to 12 inches.

Special Priority: Certain streets have been identified for snow and ice control operations at specific locations. The locations for streets in this category are limited to chronic icing problems at hills, curves or intersections that are likely to cause traffic accidents.

Non-Priority: These roadways include all other local streets not specifically identified above.

The location(s) will be inspected by DPW for snow or ice conditions that may be creating a severe hazard and if warranted, will be serviced in order of severity. Generally, locations that

will receive attention are limited to hills and intersections with steep grades. Ice build-up in

gutters is not a condition that will warrant attention. If attention is warranted, the location(s) will be inspected periodically to determine if the street should be included as a Special Priority street. Non-Priority streets will be plowed only after all other cited priority conditions have been adequately serviced. One pass on a Non-Priority street by a front-end

loader, grader or plow truck and limited use of deicer material is the level of service expected for supplemental snow plowing.



Financial Services – Purchasing Division

Maintenance Responsibilities

For standard snowplowing operations, the Contractor may need to complete snow removal on all streets at least once during each 12-hour period or as required to maintain safe transportation conditions on City Streets. There are 196.04 lane miles North of M-59 within in the City of Pontiac.

When a snow storm is predicted, the Contractor is called to report for duty by the Highway Maintenance Forman. The weather forecast and the predicted intensity of the storm dictate the required level of services necessary for each snow event.

Severe winter storms are characterized by heavy snowfall, high winds and freezing temperatures. Treatment of Specials and the plowing of local streets are categorized as one pass on local streets by a front-end loader, grader or plow truck and limited use of deicer material is the level of service that will be provided during severe weather conditions in order to keep main roads open and safe as directed by the Highway Maintenance foreman.

Salt, pre-wetted with a brine solution is the material used for controlling ice during winter operations.

Storm Categories for Operations:

Category II (ONLY UNDER THE DIRECTION OF THE DIRECTOR OR FOREMAN)

Predicted Snowfall Amount: 2 – 6 inches

- Service Level: Plow Local and Special streets.
- Materials: Salt will be used as needed. Storms at the upper snowfall level of this category may require deployment of additional man power and snow plows.

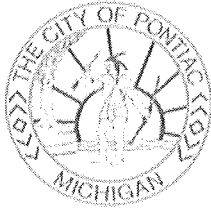
Street

treatment consists of plowing and applying salt during the storm. Salt may also be applied to bridges and overpasses prior to the onset of the storm.

Category III (CONTRACTOR IS READY AND WAITING FOR A CALL & EMAIL)

Predicted Snowfall Amount: 6 – 12 inches

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- Parking restrictions may be implemented on local streets by the Director of Public Works or his/her designee.
- Service Level: Plow and apply salt. At the upper levels of this storm local streets may be plowed according to established daily garbage collection routes to insure essential City services can be maintained.
- Materials: Salt will be used.

Storms at this level may require all available resources to be deployed in addition to

other heavy equipment such as loaders and graders. Street treatment consists of plowing during the heavy snowfall period and transitioning to application of salt as snowfall ends and loose snow is removed.

Category IV (CONTRACTOR IS READY AND WAITING FOR A CALL & EMAIL)

Predicted Snowfall Amount: 12 inches or more

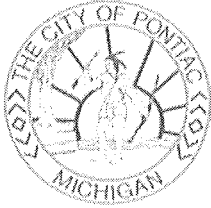
- The City's Snow Emergency ordinance needs to be reviewed as previously declared
"Snow Emergency Routes" are already declared as no parking zones. It is not necessary to sign these routes as "Snow Emergency Routes" to prohibit parking as described in this document.
- Service Level: Local streets will be plowed according to established daily garbage collection routes to insure essential City services can be maintained. When Local streets are completed by Sunday AM, Monday's garbage route will be plowed first—if not completed until Sunday PM, Tuesday's garbage route will be plowed first.
- Materials: Pre-wetted salt will be used.

This category includes severe winter storms with sufficient snowfall and/or wind that cause a major disruption in the transportation system. Major roadways, including interstate highways, may be closed. Businesses and schools may also be closed. Storms in this category require all available personnel and equipment and may include contracted snow removal personnel and equipment.

Plowing and Material Spreading Procedures

- The Foreman will monitor area weather conditions and will determine when snow/ice

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

control operations are necessary. Streets shall be plowed and/or deiced in accordance

with the street plowing priority policy as defined in this proposal.

- Any Local Street with four lanes will be plowed such that snow is removed from all travel and turn lanes. This may require pushing snow onto sidewalks in cases where the

sidewalk abuts the curb. Snow plowed onto public sidewalks will not be removed by the

City.

- Any Local Street with two lanes will be plowed as wide as possible without pushing snow on the public sidewalks. One plow pass in each direction will be made on local streets in residential areas in order to keep snow from being pushed onto sidewalks.
- One plow pass in each direction will be made on local and Non-Priority streets when weather/road conditions allow.
- The City will not remove windows of snow across driveways that are created by snowplows.

Materials:

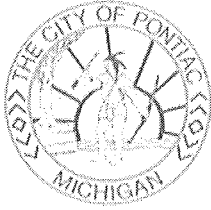
1. **Deicing Solids (Salt):** During normal ice control operations, salt is spread on the street pavement to melt ice and packed snow. Quote should be based on an application rate of 300 pounds per lane mile.
2. **Brine Pre-wetting:** It has been found that salt, pre-wetted with a brine solution, is more effective in certain circumstances and helps prevent bonding of packed snow and ice to the pavement. Quote should be based on 15 gallons per ton of salt (30%).
3. Brine and/or Salt will be provided by the contractor **at materials cost plus 10% markup**. Contractor will need to provide material invoice with the bill.
4. The City of Pontiac reserves the rights to approve any and all material suppliers or direct the purchase if it's in the best interest of the City.
5. Contractor must use all remaining materials that the City of Pontiac has in inventory at no cost to the City.

Parking Lots and Sidewalks

The following City properties may require plowing and salting of parking lots, sidewalks or both:

1. Pontiac City Hall, 47450 Woodward, (both) (73,000 sf lot, 925 Lf sidewalk)

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

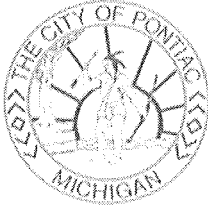
2. Oakland County Sheriff Substation, 110 E. Pike St., (both) (64,500 sf lot, 730 Lf sidewalk)
3. 50th District Court, 70 N. Saginaw, (both) (13,650 sf lot, 1010 Lf sidewalk)
4. Bowen Center, 52 Bagley St., (both) (42,600 sf lot, 440 Lf sidewalk)
5. Peterson Center, 999 Joslyn Rd., (both) (20,000 sf lot, 300 Lf sidewalk)
6. South side of Water Street between Saginaw and Mill (sidewalk only) (470 Lf sidewalk)
7. Riverfront Park, 9 N. Saginaw, (public sidewalk only) (60 Lf sidewalk)
8. Lots at Oakland and N. Saginaw adjacent, (sidewalk only) (140 Lf sidewalk)
9. On Street Parking Spaces: N. Saginaw (121)

The City reserves the right to request the snow plowing/salting/removal from additional sidewalks at various locations throughout the City. A map showing the locations of the various lots is included at the end of the bid documents.

It is expected that each bidder will make themselves familiar with the listed roads and sites throughout the City to get an idea of what may be included as part of the contract. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing equipment and materials, and concerning other conditions which may affect his work. Prior to work commencing the Contractor shall meet with the Director of Public Works, prior to December 1st, to discuss the plowing operation and snow storage locations, following the award of a contract.

PLOWING OPERATIONS

- 3.2.1 The Contractor shall meet with the Director of Public Works prior to December 1st, to discuss the plowing operation and know storage locations of each City street and parking lot. The Contractor shall note that the application of de-icing agents is a separate per event/per lot unit price. An event will be the same as an occurrence.
- 3.2.2 The Contractor will be notified as to when City Hall, Ruth Peterson, Bowen Center and the



Financial Services – Purchasing Division

50th District Court should be plowed. The Sheriff's substation must be maintained on a 24/7

basis. Snow shall not be piled in any designated parking areas.

3.2.3 It is the City's intent to have these lots plowed whenever there is a snowfall that is measurable (2 inches+). Any accumulated snowfalls of less than one inch, the use of salt or

equivalent de-icing agent application will be acceptable. Additionally, all plowing or de-icing

operations should be completed prior to 7:00 am plowing and salting between the hours of

6:00 pm Friday to 6:00 am Monday will be done only at the direction of the Department of

Public Works Supervisor, except at the Sheriff's substation which is maintained on a 24/7 basis. However, this time frame shall not preclude day-time plowing operations, if required.

The cost for snow plowing and application of de-icing agents shall be per lot, per occurrence.

3.2.4 The Contractor and his employees are expected to respond to the public in a respectable

and courteous manner. If the Contractor or his employees cannot satisfy a citizen, he is to refer the citizen to the Department of Public Works, Grounds Division office at 248-758-3600.

SNOW REMOVAL OPERATIONS

3.2.5 Included in the scope of work for this contract is the removal of accumulated snow stockpiles from the designated locations. The intent of this is to minimize the net parking Snow Removal, Hauling and/or Salting Services City of Pontiac Page 16 of 37

loss in each lot. As a general rule, whenever the stockpile reaches 10% of the available parking area, snow shall be hauled away. General guidelines for each lot's snow removal criteria shall be discussed during the initial meeting with the Director of Public Works. All snow removed and hauled under this contract shall be transported and deposited at the City's snow dump site. Maintenance of this dump site shall be provided by the City. The cost for snow removal shall be per lot, per occurrence.

3.2.6 Snow Emergencies will be declared by the City. In the event of a Snow Emergency, all

parking in a Snow Emergency Routes is prohibited until the City declares the emergency over. If any cleared snow covers two or more spaces, it must be removed and taken to the City snow accumulation lot.

3.2.7 Safety precautions shall be practiced by the Contractor to adequately safeguard all



Financial Services – Purchasing Division

persons, employees and property from injury or damage. All federal, state (MIOSHA) and local ordinances shall a

SCHEDULE/INVOICING

1. The contractor shall provide a tentative schedule of when they plan to address awarded properties.
2. The contractor shall invoice monthly and shall submit an invoice in the format approved by the Director of Public Works. Invoice shall have location and dates cut with total price for each month for each property.

LOCATION MAPS

Supplementary Maps will be provided to bidders and are intended to provide location of property only. These maps are not intended to provide boundaries of areas to be mowed. The contractor is required to inspect the site to determine exact area that requires mowing. Square footages provided in the proposal form are approximate. The contractor is required to verify the square footages of each site before bidding. The Director of Public Works, or designee, shall inspect the first cutting to determine if the contractor is addressing all the areas required. The Contractor may be asked to extend or reduce the boundaries at no change in contract price. The extension or reduction will be minimal. Maps will be available on the City's website in PDF format. Maps will be available for downloading for printing purposes. Maps for viewing only will be available at 47450 Woodward Ave, Pontiac, Michigan 48473, in the Public Works Office during City Hall business hours.

3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

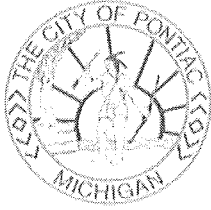
3.4 CITY RULES

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

3.5 TERM OF CONTRACT

The Contract expires April 30, 2021. There will be an option for extension of the contract for year two and three. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

break the agreement with 30 days written notice.

3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

3.7 KEY PERFORMANCE INDICATORS

Selected vendor shall work with the Department of Public Works to develop a Performance and Contract Compliance Scorecard that governs the Scope of Services herein listed as well the City's expectations in an objective manner. The Scorecard will be presented to the City on a monthly basis in an electronic format.

Vendor representatives will also meet with representatives of the City on a quarterly basis to discuss performance.

The KPIs will be developed within the first ninety (90) days of contract award and continue throughout the life of the agreement including any extensions of this agreement.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT



Financial Services – Purchasing Division

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2020

To All Here Present:

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

NOTE: This proposal is solicited on a unit price or lump sum for work actually completed.

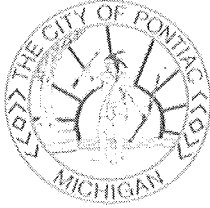
THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING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

BIDDER ACKNOWLEDGES RECEIPT OF ANY ADDENDUM: (if issued)

ADDENDUM NO: _____ Dated: _____

Prior to the start of the contract, the successful Contractor will meet with the Director of Public Works prior to November 1st, to discuss the plowing operation and snow storage locations of each lot.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

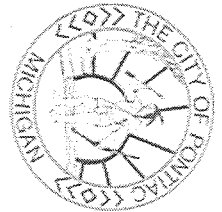


Financial Services – Purchasing Division

This bid form is based on a lump sum price basis for groups of properties of like nature as indicated in this bid form. Prices may be submitted for one or as many grouped properties as desired. Properties have been grouped in the following categories and each group of properties will be awarded to the lowest responsive and responsible bidder. Prices for individual properties may be requested for selected properties.

- A. CITY OWNED FACILITIES
- B. I-75 BUSINESS LOOP/WOODWARD PROPERTIES
- C. M-59 BUSINESS LOOP PROPERTIES
- D. PARKS LARGER THAN 5 ACRES
- E. PARKS UNDER 5 ACRES
- F. MAJOR STREET
- G. LOCAL STREET
- H. MISCELLANEOUS PROPERTIES
- I. MINI PARKS
- J. VACANT LOTS (ALLISON - CHAMBERLAIN)
- K. VACANT LOTS (CHAMBERLAIN – S EDITH)
- L. VACANT LOTS (S EDITH – FOSTER)
- M. VACANT LOTS (FOSTER – JAMES)
- N. VACANT LOTS (JAMES – KETTERING)
- O. VACANT LOTS (LEWIS – N PADDOCK)
- P. VACANT LOTS (PARKDALE – S SANFORD)
- Q. VACANT LOTS (SEWARD – WILLARD)
- R. VACANT LOTS (WILSON – WILSON)

City of Pontiac
2020 Mowing Services Bid Form
City Facilities, MDOT ROW, Parks and Miscellaneous

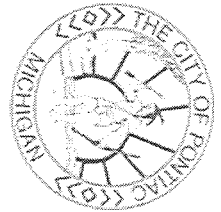


Financial Services – Purchasing Division

Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
12	Bowen's Center	City Owned Facility	20	57,700	\$	\$	\$	\$	\$	\$
14	Civic Center Complex: City Hall/Police Station/Credit Union	City Owned Facility	30	157,400	\$	\$	\$	\$	\$	\$
18	City of Pontiac	NOT INCLUDED IN CONTRACT								
21	District Court	City Owned Facility	20	23,600	\$	\$	\$	\$	\$	\$
53	Peterson Center	City Owned Facility	20	10,800	\$	\$	\$	\$	\$	\$
		A.	TOTAL COST per MOW							
67	Woodward Median	I-75 Business Loop/Woodward Properties	16	95,500	\$	\$	\$	\$	\$	\$
39	MDOT	I-75 Business Loop/Woodward Properties	16	102,700	\$	\$	\$	\$	\$	\$
		B.	TOTAL COST per MOW							
37	M-59 ROW	M-59 Business Loop/Properties	16	371,000						
		C.	TOTAL COST per MOW							

City of Pontiac
2020 Mowing Services Bid Form
City Facilities, MDOT ROW, Parks and Miscellaneous

Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
1	Aaron Perry park/Northside	Parks Larger than 5 Acres	16	1,500,000	\$	\$	\$	\$	\$	\$
7	Beaudette Park	Parks Larger than 5 Acres	16	1,481,000	\$	\$	\$	\$	\$	\$
13	Cherrylawn Park	Parks Larger than 5 Acres	16	226,900	\$	\$	\$	\$	\$	\$
26	Galloway Lake Park	Parks Larger than 5 Acres	16	1,022,900	\$	\$	\$	\$	\$	\$
30	Hawthorne Park	Parks Larger than 5 Acres	16	1,140,000	\$	\$	\$	\$	\$	\$
33	Jaycee Park	Parks Larger than 5 Acres	16	428,000	\$	\$	\$	\$	\$	\$
44	Murphy Park	Parks Larger than 5 Acres	16	1,938,000	\$	\$	\$	\$	\$	\$
46	North Kiwanis Park	Parks Larger than 5 Acres	16	674,400	\$	\$	\$	\$	\$	\$
47	Oakland Park	Parks Larger than 5 Acres	16	658,000	\$	\$	\$	\$	\$	\$
55	Richardson Park	Parks Larger than 5 Acres	16	260,800	\$	\$	\$	\$	\$	\$
56	Rotary Park/Hayes Jones Community	NOT INCLUDED IN CONTRACT								
60	South Kiwanis Park	Parks Larger than 5 Acres	16	233,700	\$	\$	\$	\$	\$	\$
65	Terry Lake Park (Lakeside Park)	Parks Larger than 5 Acres	16	262,000	\$	\$	\$	\$	\$	\$
		D.	TOTAL COST per MOW							



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
City Facilities, MDOT ROW, Parks and Miscellaneous



Financial Services – Purchasing Division

Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
2	Argyle Mini Park	Parks Under 5 Acres	16	10,500	\$	\$	\$	\$	\$	\$
4	Art Heaton Teen Lot	Parks Under 5 Acres	16	15,750	\$	\$	\$	\$	\$	\$
6	Baldwin School Park	Parks Under 5 Acres	16	126,500	\$	\$	\$	\$	\$	\$
28	Harris Street Field	Parks Under 5 Acres	16	49,400	\$	\$	\$	\$	\$	\$
29	Harrison Park	Parks Under 5 Acres	16	59,700	\$	\$	\$	\$	\$	\$
41	Montcalm Playlot	Parks Under 5 Acres	16	48,900	\$	\$	\$	\$	\$	\$
45	Nieghborhood Park	Parks Under 5 Acres	16	67,000	\$	\$	\$	\$	\$	\$
52	Perkins Street Park	Parks Under 5 Acres	16	9,900	\$	\$	\$	\$	\$	\$
		E.	TOTAL COST per MOW							

City of Pontiac 2020 Mowing Services Bid Form Major and Local Street Medians & Right-of-Way										
Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq.Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
5	Bagley Ave. Greenbelt	Major Street	Cut every 10 to 14 days	650,350	\$	\$	\$	\$	\$	\$
17	Columbia Median	Major Street	Cut every 10 to 14 days	37,400	\$	\$	\$	\$	\$	\$
10	Beverly Median & ROW	Major Street	Cut every 10 to 14 days	23,800	\$	\$	\$	\$	\$	\$
31	Highwood Median & ROW	Major Street	Cut every 10 to 14 days	13,500	\$	\$	\$	\$	\$	\$
22	Elizabeth Lake Road Median	Major Street	Cut every 10 to 14 days	92,700	\$	\$	\$	\$	\$	\$
27	Glenwood Median	Major Street	Cut every 10 to 14 days	80,100	\$	\$	\$	\$	\$	\$
49	Orchard Lake Median & ROW/Ottawa Traffic Island	Major Street	Cut every 10 to 14 days	517,700	\$	\$	\$	\$	\$	\$
40	ML King Blvd	Major Street	Cut every 10 to 14 days	291,000	\$	\$	\$	\$	\$	\$
59	South Blvd Drive Median	Major Street	Cut every 10 to 14 days	10,500	\$	\$	\$	\$	\$	\$
64	Telegraph Median & ROW (north)	Major Street	Cut every 10 to 14 days	107,000	\$	\$	\$	\$	\$	\$
65	University Dr. Traffic Island	Major Street	Cut every 10 to 14 days	5,900	\$	\$	\$	\$	\$	\$
F.				TOTAL COST Per MOW	\$	\$	\$	\$	\$	\$



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
Major and Local Street Medians & Right-of-Way

Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq.Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
35	Kennett/Baldwin Triangle	Local Street	Cut every 10 to 14 days	8,100	\$	\$	\$	\$	\$	\$
11	Beverly Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
19	Cornell Traffic Island	Local Street	Cut every 10 to 14 days	2,900	\$	\$	\$	\$	\$	\$
23	Fairmount Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
63	Strathmore Traffic Island	Local Street	Cut every 10 to 14 days	4,000	\$	\$	\$	\$	\$	\$
36	Longfellow Traffic Island	Local Street	Cut every 10 to 14 days	3,300	\$	\$	\$	\$	\$	\$
9	Berwick Traffic Island	Local Street	Cut every 10 to 14 days	3,700	\$	\$	\$	\$	\$	\$
8	Berkley Traffic Island	Local Street	Cut every 10 to 14 days	3,000	\$	\$	\$	\$	\$	\$
54	Raeburn Traffic Triangle	Local Street	Cut every 10 to 14 days	15,400	\$	\$	\$	\$	\$	\$
51	Park Place Median	Local Street	Cut every 10 to 14 days	15,100	\$	\$	\$	\$	\$	\$
57	Rutgers Traffic Island	Local Street	Cut every 10 to 14 days	3,100	\$	\$	\$	\$	\$	\$
42	Montclair/Stanley Triangle	Local Street	Cut every 10 to 14 days	4,200	\$	\$	\$	\$	\$	\$
34	Joslyn/Perry Triangle	Local Street	Cut every 10 to 14 days	27,100	\$	\$	\$	\$	\$	\$
50	Oceola Traffic Island	Local Street	Cut every 10 to 14 days	4,400	\$	\$	\$	\$	\$	\$
24	Featherstone Overpass	Local Street	Cut every 10 to 14 days	24,000	\$	\$	\$	\$	\$	\$
G.				TOTAL COST Per MOW	\$	\$	\$	\$	\$	\$



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
City Facilities, MDOT ROW, Parks and Miscellaneous

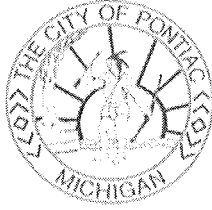


Map ID No.	Site Name	Category	Max. Number of Mows	Approx. Sq. Ft.	May 1 to October 15, 2020 Price per Mow	Total Price per Site for 2020	May 1 to October 15, 2021 Price per Mow	Total Price per Site for 2021	May 1 to October 15, 2022 Price per Mow	Total Price per Site for 2022
16	Collier Landfill	Miscellaneous	2	3,066,900	\$	\$	\$	\$	\$	\$
15	Clinton River Trail	Miscellaneous	4	299,300	\$	\$	\$	\$	\$	\$
	H.		TOTAL COST per MOW							

The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

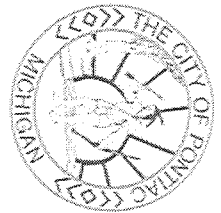
Addition or Deletion	Unit	2020 Price	2021 price	2022 Price
Mowing Services (including trimming)	Half Acre	\$ _____	\$ _____	\$ _____
Edging Services	Lin. Foot	\$ _____	\$ _____	\$ _____

Financial Services – Purchasing Division



Financial Services – Purchasing Division

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

CATEGORY	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2020	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2021	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2022	TOTAL PRICE FOR ALL SITES FOR ALL THREE YEARS
A. City Owned Facility	\$ _____	\$ _____	\$ _____	\$ _____
B. I-75 Business Loop/Woodward Properties	\$ _____	\$ _____	\$ _____	\$ _____
C. M-59 Business Loop/Properties	\$ _____	\$ _____	\$ _____	\$ _____
D. Parks Larger than 5 Acres	\$ _____	\$ _____	\$ _____	\$ _____
E. Parks Under 5 Acres	\$ _____	\$ _____	\$ _____	\$ _____
F. Major Street	\$ _____	\$ _____	\$ _____	\$ _____
G. Local Street	\$ _____	\$ _____	\$ _____	\$ _____
H. Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL CATEGORIES	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PRICE FOR ALL THREE YEARS FOR ALL CATEGORIES INCLUDED IN BID			<div style="text-align: right;">\$ _____</div> <div style="text-align: center;">(in words)</div>	

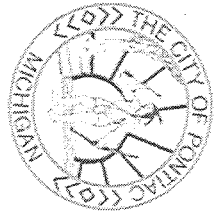
City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Map ID No.	Site Name	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
3	Art Dunlap Park	Mini Park	12	25,200	\$	\$	\$	\$	\$	\$
20	Dawson Pond Park	Mini Park	12	13,800	\$	\$	\$	\$	\$	\$
25	Fisher Street Park	Mini Park	12	18,900	\$	\$	\$	\$	\$	\$
32	Indian Village Park	Mini Park	12	30,900	\$	\$	\$	\$	\$	\$
38	Madge Burt Mini Park	Mini Park	12	7,800	\$	\$	\$	\$	\$	\$
43	Motor & Montana Park	Mini Park	12	8,400	\$	\$	\$	\$	\$	\$
48	Optimist Park	Mini Park	12	59,400	\$	\$	\$	\$	\$	\$
58	Shirley & Willard Park	Mini Park	12	85,100	\$	\$	\$	\$	\$	\$
61	Steed Park	Mini Park	12	19,400	\$	\$	\$	\$	\$	\$
62	Stout Street Park	Mini Park	12	23,200	\$	\$	\$	\$	\$	\$
		I	TOTAL COST per MOW							



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots



Financial Services – Purchasing Division

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-29-182-022	42 ALLISON	Vacant Lot	Once a month	6386	\$	\$	\$	\$	\$	\$
14-33-231-055	ANDERSON, S	Vacant Lot	Once a month	4500	\$	\$	\$	\$	\$	\$
14-33-231-069	280 ANDERSON, S	Vacant Lot	Once a month	8955	\$	\$	\$	\$	\$	\$
14-33-278-024	ANDERSON, S	Vacant Lot	Once a month	4591	\$	\$	\$	\$	\$	\$
14-33-278-025	ANDERSON, S	Vacant Lot	Once a month	4593	\$	\$	\$	\$	\$	\$
14-28-460-025	86 ARDMORE, S	Vacant Lot	Once a month	10949	\$	\$	\$	\$	\$	\$
14-28-332-026	BELLEVUE	Vacant Lot	Once a month	5901	\$	\$	\$	\$	\$	\$
14-20-383-026	32 BENNETT	Vacant Lot	Once a month	2566	\$	\$	\$	\$	\$	\$
14-20-305-019	BLAIN	Vacant Lot	Once a month	4474	\$	\$	\$	\$	\$	\$
14-20-377-010	CADILLAC	Vacant Lot	Once a month	4600	\$	\$	\$	\$	\$	\$
14-29-180-005	CASS, N	Vacant Lot	Once a month	11056	\$	\$	\$	\$	\$	\$
14-29-181-002	232 CASS, N	Vacant Lot	Once a month	5477	\$	\$	\$	\$	\$	\$
14-33-459-002	CENTRAL	Vacant Lot	Once a month	5760	\$	\$	\$	\$	\$	\$
14-28-105-008	CHAMBERLAIN	Vacant Lot	Once a month	5737	\$	\$	\$	\$	\$	\$
		J	TOTAL COST per MOW							

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-28-105-009	259 CHAMBERLAIN	Vacant Lot	Once a month	4590	\$	\$	\$	\$	\$	\$
14-28-107-008	250 CHAMBERLAIN	Vacant Lot	Once a month	2880	\$	\$	\$	\$	\$	\$
14-28-376-014	217 CHANDLER	Vacant Lot	Once a month	3300	\$	\$	\$	\$	\$	\$
14-21-352-070	CLARENCE	Vacant Lot	Once a month	20639	\$	\$	\$	\$	\$	\$
14-21-353-005	43 CLARENCE	Vacant Lot	Once a month	3287	\$	\$	\$	\$	\$	\$
14-34-104-002	CLIFFORD	Vacant Lot	Once a month	7008	\$	\$	\$	\$	\$	\$
14-31-256-008	CLINTON RIVER	Vacant Lot	Once a month	4370	\$	\$	\$	\$	\$	\$
14-08-455-034	COLGATE, E	Vacant Lot	Once a month	4519	\$	\$	\$	\$	\$	\$
14-28-202-009	72 COURT	Vacant Lot	Once a month	8667	\$	\$	\$	\$	\$	\$
14-29-203-008	34 CROSS	Vacant Lot	Once a month	2726	\$	\$	\$	\$	\$	\$
19-05-256-016	DITMAR	Vacant Lot	Once a month	4483	\$	\$	\$	\$	\$	\$
14-30-454-029	63 DWIGHT	Vacant Lot	Once a month	5580	\$	\$	\$	\$	\$	\$
14-29-233-006	EDISON AND GLADSTONE	Vacant Lot	Once a month	1910	\$	\$	\$	\$	\$	\$
14-33-435-009	491 S EDITH	Vacant Lot	Once a month	2677	\$	\$	\$	\$	\$	\$
		K	TOTAL COST per MOW							



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-33-278-018	EDITH, S	Vacant Lot	Once a month	4822	\$	\$	\$	\$	\$	\$
14-33-278-019	EDITH, S	Vacant Lot	Once a month	2816	\$	\$	\$	\$	\$	\$
14-33-278-020	437 ELM	Vacant Lot	Once a month	2007	\$	\$	\$	\$	\$	\$
14-22-132-014	EMERSON	Vacant Lot	Once a month	6136	\$	\$	\$	\$	\$	\$
14-33-452-022	347 FERRY	Vacant Lot	Once a month	5236	\$	\$	\$	\$	\$	\$
14-33-452-023	FERRY	Vacant Lot	Once a month	5265	\$	\$	\$	\$	\$	\$
14-28-255-015	FIDDIS	Vacant Lot	Once a month	4892	\$	\$	\$	\$	\$	\$
14-28-255-018	FIDDIS	Vacant Lot	Once a month	4645	\$	\$	\$	\$	\$	\$
14-28-260-003	FIDDIS	Vacant Lot	Once a month	3822	\$	\$	\$	\$	\$	\$
14-28-260-004	FIDDIS	Vacant Lot	Once a month	3852	\$	\$	\$	\$	\$	\$
14-20-453-030	104 FOREST	Vacant Lot	Once a month	3673	\$	\$	\$	\$	\$	\$
14-20-455-007	FOREST	Vacant Lot	Once a month	7795	\$	\$	\$	\$	\$	\$
14-20-455-014	FOREST	Vacant Lot	Once a month	13519	\$	\$	\$	\$	\$	\$
14-20-454-008	75 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
		L	TOTAL COST per MOW							



Financial Services – Purchasing Division



Financial Services – Purchasing Division

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

City of Pontiac

2020 Mowing Services Bid Form

Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-29-201-015	9 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
14-29-201-016	7 FOSTER	Vacant Lot	Once a month	3600	\$	\$	\$	\$	\$	\$
14-33-205-026	172 FRANCIS, S	Vacant Lot	Once a month	4821	\$	\$	\$	\$	\$	\$
14-26-107-002	34 FRANK	Vacant Lot	Once a month	5242	\$	\$	\$	\$	\$	\$
14-20-401-007	GARNER	Vacant Lot	Once a month	7881	\$	\$	\$	\$	\$	\$
14-33-210-010	GOING	Vacant Lot	Once a month	6398	\$	\$	\$	\$	\$	\$
14-33-210-046	GOING	Vacant Lot	Once a month	4819	\$	\$	\$	\$	\$	\$
14-33-434-008	GOING	Vacant Lot	Once a month	7364	\$	\$	\$	\$	\$	\$
14-29-228-012	91 HOWARD, E	Vacant Lot	Once a month	5250	\$	\$	\$	\$	\$	\$
14-29-228-014	HOWARD, E	Vacant Lot	Once a month	3499	\$	\$	\$	\$	\$	\$
14-29-129-003	HOWARD, W	Vacant Lot	Once a month	4422	\$	\$	\$	\$	\$	\$
14-20-331-003	79 HUDSON	Vacant Lot	Once a month	3176	\$	\$	\$	\$	\$	\$
14-32-210-025	JACKSON	Vacant Lot	Once a month	2332	\$	\$	\$	\$	\$	\$
14-29-151-015	35 JAMES	Vacant Lot	Once a month	7066	\$	\$	\$	\$	\$	\$
		M	TOTAL COST per MOW							



Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots



Financial Services – Purchasing Division

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-19-152-002	50 JAMES	Vacant Lot	Once a month	5281	\$	\$	\$	\$	\$	\$
14-28-183-009	JESSIE, N	Vacant Lot	Once a month	4500	\$	\$	\$	\$	\$	\$
14-28-382-018	JESSIE, S	Vacant Lot	Once a month	4009	\$	\$	\$	\$	\$	\$
14-33-180-006	JESSIE, S	Vacant Lot	Once a month	4569	\$	\$	\$	\$	\$	\$
14-29-131-010	JOHNSON, N	Vacant Lot	Once a month	4109	\$	\$	\$	\$	\$	\$
14-33-228-001	JUDSON	Vacant Lot	Once a month	3473	\$	\$	\$	\$	\$	\$
14-33-228-003	JUDSON	Vacant Lot	Once a month	4865	\$	\$	\$	\$	\$	\$
14-20-129-017	KENNETT, W	Vacant Lot	Once a month	4200	\$	\$	\$	\$	\$	\$
14-20-129-030	KENNETT, W	Vacant Lot	Once a month	998	\$	\$	\$	\$	\$	\$
14-20-129-031	KENNETT, W	Vacant Lot	Once a month	532	\$	\$	\$	\$	\$	\$
14-22-129-029	KETTERING	Vacant Lot	Once a month	6031	\$	\$	\$	\$	\$	\$
14-22-129-031	KETTERING	Vacant Lot	Once a month	5915	\$	\$	\$	\$	\$	\$
14-22-129-020	KETTERING	Vacant Lot	Once a month	6017	\$	\$	\$	\$	\$	\$
14-22-129-021	KETTERING	Vacant Lot	Once a month	6002	\$	\$	\$	\$	\$	\$
		N	TOTAL COST per MOW							



Financial Services – Purchasing Division

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-20-480-002	LEWIS	Vacant Lot	Once a month	5601	\$	\$	\$	\$	\$	\$
14-22-355-006	MAXWELL	Vacant Lot	Once a month	2645	\$	\$	\$	\$	\$	\$
14-20-131-016	80 MERRIMAC, N	Vacant Lot	Once a month	3714	\$	\$	\$	\$	\$	\$
14-20-107-018	MERRIMAC, S	Vacant Lot	Once a month	3902	\$	\$	\$	\$	\$	\$
14-33-407-024	275 MIDWAY	Vacant Lot	Once a month	6552	\$	\$	\$	\$	\$	\$
14-33-436-023	445 MIDWAY	Vacant Lot	Once a month	5594	\$	\$	\$	\$	\$	\$
14-33-476-013	MIDWAY	Vacant Lot	Once a month	5198	\$	\$	\$	\$	\$	\$
14-33-476-014	MIDWAY	Vacant Lot	Once a month	5191	\$	\$	\$	\$	\$	\$
19-05-228-030	NEVADA	Vacant Lot	Once a month	4202	\$	\$	\$	\$	\$	\$
14-28-153-024	116 OAKHILL	Vacant Lot	Once a month	4366	\$	\$	\$	\$	\$	\$
14-28-153-025	120 OAKHILL	Vacant Lot	Once a month	4656	\$	\$	\$	\$	\$	\$
14-28-110-028	PADDOCK, N	Vacant Lot	Once a month	3208	\$	\$	\$	\$	\$	\$
14-28-126-002	PADDOCK, N	Vacant Lot	Once a month	4321	\$	\$	\$	\$	\$	\$
14-28-153-026	PADDOCK, N	Vacant Lot	Once a month	2676	\$	\$	\$	\$	\$	\$
		O	TOTAL COST per MOW							



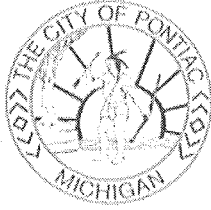
Financial Services – Purchasing Division

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-20-106-006	PARKDALE	Vacant Lot	Once a month	4716	\$	\$	\$	\$	\$	\$
14-27-331-023	PIKE, E	Vacant Lot	Once a month	3750	\$	\$	\$	\$	\$	\$
14-29-309-022	83 PRALL	Vacant Lot	Once a month	7997	\$	\$	\$	\$	\$	\$
14-33-331-009	PROSPECT	Vacant Lot	Once a month	4165	\$	\$	\$	\$	\$	\$
14-33-333-002	252 PROSPECT	Vacant Lot	Once a month	3903	\$	\$	\$	\$	\$	\$
14-33-404-033	381 PROSPECT	Vacant Lot	Once a month	10265	\$	\$	\$	\$	\$	\$
14-33-405-043	PROSPECT	Vacant Lot	Once a month	5084	\$	\$	\$	\$	\$	\$
14-33-329-004	REABURN	Vacant Lot	Once a month	3313	\$	\$	\$	\$	\$	\$
14-33-403-010	292 RAE BURN	Vacant Lot	Once a month	5827	\$	\$	\$	\$	\$	\$
14-20-383-017	ROSE	Vacant Lot	Once a month	3000	\$	\$	\$	\$	\$	\$
14-28-407-010	56 ROSELAWN, N	Vacant Lot	Once a month	4759	\$	\$	\$	\$	\$	\$
14-34-153-026	RUSSELL	Vacant Lot	Once a month	14553	\$	\$	\$	\$	\$	\$
14-29-326-005	168 SANDERSON	Vacant Lot	Once a month	7520	\$	\$	\$	\$	\$	\$
14-28-460-012	SANFORD, S	Vacant Lot	Once a month	5503	\$	\$	\$	\$	\$	\$
		P	TOTAL COST per MOW							



Financial Services – Purchasing Division

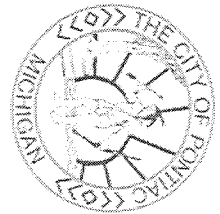


Financial Services – Purchasing Division

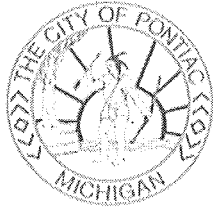
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

City of Pontiac
2020 Mowing Services Bid Form
Mini Parks and Vacant City Lots

Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
14-34-102-007	SEWARD	Vacant Lot	Once a month	7380	\$	\$	\$	\$	\$	\$
14-34-105-014	SEWARD	Vacant Lot	Once a month	7361	\$	\$	\$	\$	\$	\$
14-28-403-005	SHIRLEY, N	Vacant Lot	Once a month	4771	\$	\$	\$	\$	\$	\$
14-28-412-019	SHIRLEY, N	Vacant Lot	Once a month	4759	\$	\$	\$	\$	\$	\$
14-33-208-017	234 SHIRLEY, S	Vacant Lot	Once a month	3719	\$	\$	\$	\$	\$	\$
14-33-209-017	SHIRLEY, S	Vacant Lot	Once a month	13541	\$	\$	\$	\$	\$	\$
14-19-228-013	STANLEY	Vacant Lot	Once a month	7896	\$	\$	\$	\$	\$	\$
14-28-403-006	TASMANIA, N	Vacant Lot	Once a month	3486	\$	\$	\$	\$	\$	\$
14-28-109-009	36 TAYLOR	Vacant Lot	Once a month	6348	\$	\$	\$	\$	\$	\$
14-28-109-013	14 TAYLOR	Vacant Lot	Once a month	4302	\$	\$	\$	\$	\$	\$
14-29-202-001	89 TREGENT	Vacant Lot	Once a month	3611	\$	\$	\$	\$	\$	\$
14-33-251-001	WALL	Vacant Lot	Once a month	6894	\$	\$	\$	\$	\$	\$
14-33-230-005	WITTEMORE	Vacant Lot	Once a month	8760	\$	\$	\$	\$	\$	\$
14-33-206-029	227 WILLARD	Vacant Lot	Once a month	2952	\$	\$	\$	\$	\$	\$
		Q	TOTAL COST per MOW							

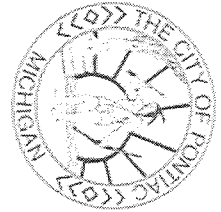


Financial Services – Purchasing Division



Financial Services – Purchasing Division

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

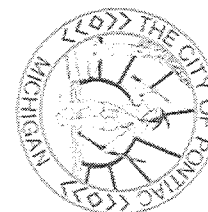


Financial Services – Purchasing Division

City of Pontiac 2020 Mowing Services Bid Form Mini Parks and Vacant City Lots											
	Sidwell No.	Property Location	Category	Max. # of Mows	Approx Sq. Ft.	May 1 to Oct 15 2020 Price per Mow	Total Price per Site for 2020	May 1 to Oct 15 2021 Price per Mow	Total Price per Site for 2021	May 1 to Oct 15 2022 Price per Mow	Total Price per Site for 2022
	14-33-332-034	WILSON, E	Vacant Lot	Once a month	4439	\$	\$	\$	\$	\$	\$
	14-33-405-038	WILSON, E	Vacant Lot	Once a month	5715	\$	\$	\$	\$	\$	\$
	14-33-436-008	426 WILSON, E	Vacant Lot	Once a month	4990	\$	\$	\$	\$	\$	\$
	14-33-436-009	WILSON, E	Vacant Lot	Once a month	5361	\$	\$	\$	\$	\$	\$
	14-33-436-011	WILSON, E	Vacant Lot	Once a month	5231	\$	\$	\$	\$	\$	\$
			R	TOTAL COST per MOW							

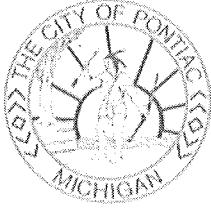
The following unit price form to be completed for additional or the deletion of work in accordance with the specifications:

Addition or Deletion	Unit	2020 Price	2021 price	2022 Price
Mowing Services (including trimming)	Square Feet	\$	\$	\$
Edging Services	Lin. Foot	\$	\$	\$



Financial Services – Purchasing Division

City of Pontiac 2020 Mowing Services Bid Form Mini Parks and Vacant City Lots				
CATEGORY	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2020	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2021	TOTAL PRICE FOR ALL SITES IN EACH CATEGORY 2022	TOTAL PRICE FOR ALL SITES FOR ALL THREE YEARS
A. Mini Parks Acres	\$ _____	\$ _____	\$ _____	\$ _____
B. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
C. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
D. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
E. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
F. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
G. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
H. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
I. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
J. Vacant City	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL ALL CATEGORIES	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PRICE FOR ALL THREE YEARS FOR ALL CATEGORIES INCLUDED IN BID	_____ (in words)			\$ _____



Financial Services – Purchasing Division

Plowing

Cost per Lane Mile: \$ _____

Cost per Lane Mile, in words _____

De-icing

Cost per Lane (Salt): \$ _____

Quote should not include cost of Salt

Cost per Lane Mile (Salt), in words _____

Additional cost to add Brine per Lane Mile \$ _____

Quote should not include cost of Brine

Additional cost to add Brine per Lane Mile, in words _____

Plow and Salt

Cost per Lane: \$ _____

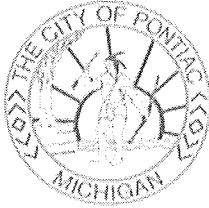
Quote should not include cost of Salt

Cost per Lane Mile, in words _____

Additional cost to add Brine per Lane Mile \$ _____

Quote should not include cost of Brine

Additional cost to add Brine per Lane Mile, in words _____



Financial Services – Purchasing Division

	Plowing	Sidewalk	Salting	Removal	
1 City Hall 47450 Woodward Ave. (73,000 sf lot, 925 Lf sidewalk)	\$	\$	\$	\$	per occurrence
2 Sheriff's Substation 110 E. Pike Street (64,500 sf lot, 730 Lf sidewalk)	\$	\$	\$	\$	per occurrence
3 Robert Bowen Center 52 Bagley Street (42,600 sf lot, 440 Lf sidewalk)	\$	\$	\$	\$	per occurrence
4 Ruth Peterson Center 990 Joslyn Road (20,000 sf lot, 300 Lf sidewalk)	\$	\$	\$	\$	per occurrence
5 50th District Court 70 N. Saginaw (13,650 sf lot, 1010 Lf sidewalk)	\$	\$	\$	\$	per occurrence
6 Walkway in front of Phoenix Center South side of Water Street between Saginaw and Mill (sidewalk only, 470 Lf sidewalk)		\$	\$		per occurrence
7 Riverfront Park 9 N. Saginaw (public sidewalk only, 60 Lf sidewalk)		\$	\$		per occurrence
8 Vacant Property Lots at Oakland and N. Saginaw (Ceaser E Chavez/Saginaw) (sidewalks only, 140 Lf sidewalk)		\$	\$		per occurrence



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9 On Street Parking Spaces: _____

Saginaw North of Plaza (121 spaces) \$ _____ per occurrence

10 SALT

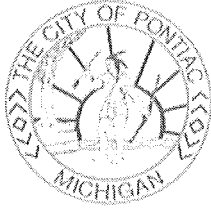
\$ _____ /ton

\$ _____ /man hr.



Financial Services – Purchasing Division

List of Equipment Intended to Perform Scope of Work



Financial Services – Purchasing Division

Related Project Experience:

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

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

2) Project Title: _____

Project Location: _____

Client's name: _____



Financial Services – Purchasing Division

Contact name, title, and telephone number: _____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

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

CITY OF PONTIAC - BID PROPOSAL

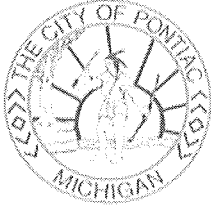
I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

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

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

Company Name: _____

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

Address: _____

Representative Signature:

Print Name:

Title: _____

Office # _____ Cell # _____

FAX# _____

Federal Tax Identification Number: _____

Date: _____

CONTRACT FOR [TYPE OF SERVICE]

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



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

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

4) 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:

[INSERT PAYMENT TERMS PER CONTRACT]

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

7) 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.

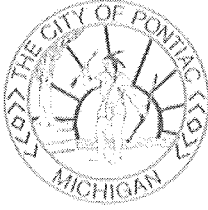


Financial Services – Purchasing Division

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.



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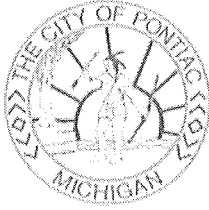
EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]



Financial Services – Purchasing Division

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.



Financial Services – Purchasing Division

- 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 admitted 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. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/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.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- 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) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers.
- e) 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.
- f) 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.
- g) 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.
- h) Indemnification: To the extent permitted by law, the towing 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 towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

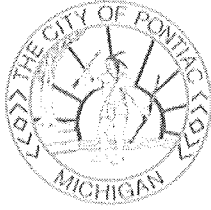


Financial Services – Purchasing Division

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.

- j) 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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

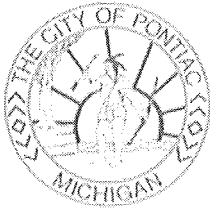
administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of 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;

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

- 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



Financial Services – Purchasing Division

- 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



Financial Services – Purchasing Division

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



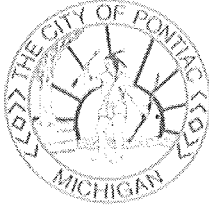
Financial Services – Purchasing Division

prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 18) 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.



Financial Services – Purchasing Division

- 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



Financial Services – Purchasing Division

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.

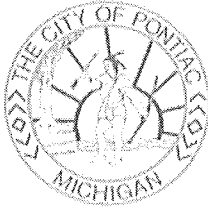
29) Termination for default clause.



Financial Services – Purchasing Division

- 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

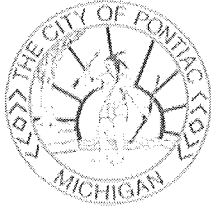
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

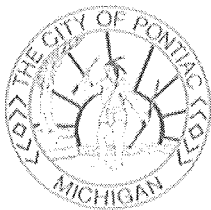
furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to 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.



Financial Services – Purchasing Division

- 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.
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
 - 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



Financial Services – Purchasing Division

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.

[CONTRACTOR]

DATE

Sign: _____

Print:

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342



Financial Services – Purchasing Division

Title:

City of Pontiac

Sign: _____

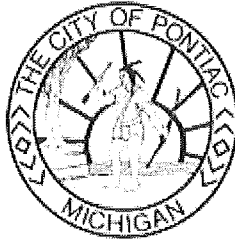
DATE

Print: _____

Title:

#6

RESOLUTION



CITY OF PONTIAC CITY COUNCIL

RESOLUTION AUTHORIZING EXECUTION OF QUIT CLAIM DEED TO OAKLAND HOPE, A MICHIGAN NON-PROFIT CORPORATION FOR A PORTION OF TAX PARCEL 14-17-201-031; AUTHORITY TO EXECUTE THE QUIT CLAIM DEED AND TAKE ALL OTHER ACTION NECESSARY TO CONSUMMATE THE EXECUTION OF THE QUIT CLAIM DEED

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2020, the following resolution was offered by _____ and supported by _____.

WHEREAS, City Administration received a request from Oakland Hope, a Michigan non-profit corporation, that the City grant Oakland Hope a quit claim deed to a portion of a parcel located at the southeast corner of Walton Boulevard and Baldwin Avenue (part of Tax Parcel 14-17-201-031).

WHEREAS, the overall parcel has been a commercial retail strip center for more than 50 years and during Oakland Hope's acquisition of the shopping center from Kosma Enterprises (successor in interest to operator of Atlas Supermarkets, Inc.), a defect in title was discovered and the City is shown as the owner of record for a small portion of the shopping center.

WHEREAS, historically, the City owned a 16' wide alley running east to west (from Price Street to Baldwin) through the middle of the overall parcel as well as an alley running north to south from Walton Blvd. to the 16' wide alley. The alleys were vacated by Council action, with the last action being taken on May 18, 1971.

WHEREAS, it does not appear that a deed was ever recorded from the City to Atlas Supermarkets for the vacated alley abutting Lot 488.

WHEREAS, the Office of the City Attorney was provided with a proposed quit claim deed to convey the East 20 feet of Lot 488 and ½ adjacent vacated alley, DuPont Heights Subdivision to Oakland Hope and made certain modifications to quit claim deed all of which were approved by Marc Swoish, counsel for Oakland Hope.

WHEREAS, it is for the mutual benefit of the City and Oakland Hope for the City to convey the property in question to Oakland Hope.

NOW THEREFORE, BE IT RESOLVED as follows:

- 1. The Mayor is authorized to execute the attached quit claim deed to Oakland Hope, and to take any and all other action reasonably necessary and prudent to quit claim the property to Oakland Hope.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of _____, 2020.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2020.

GARLAND DOYLE, City Clerk

Dated: _____, 2020

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council Members

FROM: Mayor Deirdre Waterman

DATE: February 19, 2020

RE: Resolution to support \$19 million proposed conversion of the Woodward Avenue Widetrack Loop

On January 27, 2020, the City Council held a special meeting with MDOT Officials to discuss their proposal to convert the Woodward Loop to a two-way traffic operation that would drive traffic back into downtown Pontiac. This proposal was met with expressed community interest and support. A copy of this proposal is attached.

Both the Downtown Pontiac Transportation Assessment (also known as the Livability Study) and the Woodward Avenue Widetrack Loop Traffic Study completed by AECOM, recommend converting both the east (northbound) and west (southbound) sides of the Loop into two-way streets. This conversion would promote livability and placemaking by improving accessibility and connectivity between the downtown businesses and adjacent neighborhoods.

Several organizations, corporations and governments that work with and are directly affected by the current Woodward loop configuration have expressed support for the conversion of the loop to an accessible and more inviting configuration. Letters of their support are attached. Additional letters of support are received almost daily and the council will be informed of those additional letters as they come in.

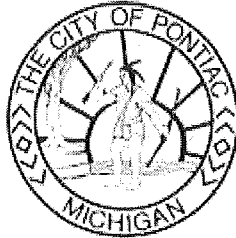
What is before the Council is not a final approval of any plan, design or funding mechanism. Approval of this Resolution of Support acts solely as the City's statement of support for the project and acknowledgement of the impact the re-configuration will have on the downtown area. This resolution of support is necessary to allow MDOT to move the project from an assessment phase into a pre-design phase.

In order to solidify MDOT's approval to advance and define funding for this project. MDOT requires and has requested that the Pontiac City Council pass a resolution to support this project.

A copy of this resolution is also attached for your consideration and approval:

DR

Attachments



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO SUPPORT THE MICHIGAN DEPARTMENT OF TRANSPORTATION'S (MDOT) \$19 MILLION CONVERSION PROJECT OF THE WOODWARD AVENUE WIDETRACK LOOP.

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2020, the following resolution was offered by _____ and supported by _____.

WHEREAS, on January 27, 2020, the Pontiac City Council held a special meet to meet with MDOT Official's to discuss the Woodward Avenue Widetrack Loop Conversion Proposal.

WHEREAS, the Woodward Avenue Widetrack Loop Conversion proposal will promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods.

WHEREAS, this proposal is consistent with Pontiac's economic recovery plan entitled "Pontiac Moving Forward," and supports the recommendations of multiple studies, community charrettes, and assessments completed by the City of Pontiac to determine the benefit and effect of the Widetrack Loop conversion.

WHEREAS, the City acknowledges the projected effects on traffic flow, congestion and access brought forth in the previous studies, and accepts the following substantial benefits provided by the proposed two way conversion as providing a greater benefit and alternative to the City:

- Reduce the barrier effect the existing wide one-way streets provide today
- Eliminate the existing circuitous routing to provide more travel paths and make the street system less disorienting for motorists.
- Provide on-street parallel parking opportunities using some of the excess pavement width
- Provide opportunities for beautification and traffic calming by introducing narrow median islands.
- Increase pedestrian safety and comfort by reducing vehicle speeds.
- Create economic opportunities by encouraging motorists to slow-down and stop in the City.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Pontiac City Council fully support the Michigan Department of Transportation's (MDOT) proposed conversion \$19 million of the Woodward Avenue Widetrack Loop.

The Mayor is authorized to send this resolution to MDOT Officials and to take any action necessary to further support this proposal.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this ____ day of _____, 2020.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2020.

GARLAND DOYLE, City Clerk

Dated: _____, 2020



February 18, 2020

The Honorable Mayor Deidre Waterman
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Re: Woodward Avenue Widetrack Loop Conversion

Dear Mayor,

It is with great pleasure that I offer my full support for the proposed conversion of the Woodward Avenue Widetrack Loop Project. I currently operate two business ventures in the City of Pontiac, one of which is located directly on the Woodward Loop at 235 North Saginaw Street. I feel strongly that it is in the best interest of the City to continue to re-invent itself with fresh approaches to how the public interacts with its infrastructure.

One building block of a sustainable and thriving downtown community is the ease in which the public has access to its thoroughfares. The proposed endeavor would convert "the Loop" to a two-way traffic operation which in turn would direct traffic into the downtown Pontiac area. As a vested stakeholder in the City of Pontiac, I encourage MDOT to approve the project and provide the needed resources to revitalize how residents, businesses, and visitors traverse the Widetrack Loop into the renaissance space of downtown Pontiac. Revitalizing the downtown area will also help our main business in Pontiac, Williams International; better attract today's generation of engineers, technicians, and other professionals we employ, to our rapidly growing World Headquarters. As you know, many of these folks highly covet the upscale urban environment that you are trying to create.

I look forward to hearing updates on the Woodward Avenue Widetrack Loop Project.

Sincerely,

Gregg G. Williams
Chairman, President, CEO



Williams
INTERNATIONAL

Gregg Williams | Chairman & Chief Executive Officer | gwilliams@williams-int.com

Direct 248.960.2400 | 2000 Centerpoint Parkway | Pontiac, Michigan 48341 | www.williams-int.com



February 19, 2020

Mayor Deirdre Waterman
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
Dear Mayor Waterman,

Greetings! I am writing to you today to offer a letter of full support of the Woodward Avenue Widetrack Loop Conversion proposal. We believe this conversion project will promote patronage of the downtown Pontiac area.

Main Street is a 501(c)(3) non-profit organization charged with managing the City's Main Street program in downtown Pontiac, in partnership with the City of Pontiac and Main Street Oakland County, as well as downtown businesses, property owners, Pontiac residents and volunteers, and other community partners.

The conversion will create a synergy between downtown businesses and residents in the surrounding communities. The two-way street conversion will create safe walkways for residents, visibility for businesses via Woodward Avenue, and encourage foot traffic downtown.

This change is much needed in the city of Pontiac because the residents are the heart of the city. The traffic pattern conversion will hopefully be one that can foster a sustainable relationship between the downtown area and the entire city.

As a local non-profit invested in the prosperity of Pontiac, we believe the conversion would boost the local economy while simultaneously uniting the city. We fully support the Woodward Avenue Widetrack Loop Conversion Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniela Walters", enclosed within a large, loopy oval scribble.

Daniela Walters
Main Street Pontiac
Board Of Directors



February 24, 2020

Re: Woodward Avenue Widetrack Loop Conversion

To Whom It May Concern:

Please accept this letter of strong support for the \$14 million proposed Woodward Avenue Widetrack Loop Conversion project.

As a frequent user of this roadway, Widetrack Drive through this section of Pontiac no longer supports the needs of a community that is experiencing an economic revival. It is outdated and does not reflect the vision of "*Pontiac Moving Forward*".

We believe this conversion will promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods. Many nearby communities, including Auburn Hills, would also benefit tremendously from this project.

High-quality infrastructure is vital to overall economic development success. The proposed improvements to the Woodward Avenue Widetrack Loop will continue to advance economic recovery and sustainability practices and will foster a high quality of life for residents, visitors and businesses.

Thank you for your consideration of and support of this essential project.

My best,

Kevin McDaniel
Mayor

CITY OF AUBURN HILLS
1827 N. Squirrel Road
Auburn Hills, Michigan 48326

WWW.AUBURNHILLS.ORG
Phone - 248.370.9400
cityhall@auburnhills.org



innovative *by* nature

Bryan K. Barnett
Mayor

February 24, 2020

City Council

Stephanie Morita
District 1

David J. Blair
District 2

Susan M. Bowyer, Ph.D.
District 3

Ryan J. Deel
District 4

Dale Hetrick
At-Large

Theresa Mungioni
At-Large

David Walker
At-Large

Michigan Department of Transportation
State Transportation Building
425 W. Ottawa St.
P.O. Box 30050
Lansing, MI 48909

RE: Woodward Avenue Widetrack Loop Conversion

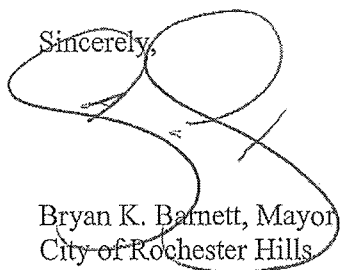
To Whom It May Concern:

I am writing to express my support for the \$14 million proposed conversion of the Woodward Avenue Widetrack Loop.

As Mayor of Rochester Hills, I support strategic improvements to our region. A two-way reconfiguration of the Loop is key to the revitalization of downtown Pontiac. The conversion will positively impact the City of Pontiac and surrounding area, and I recommend you approve funding of this project.

If you have any questions, please contact my office at 248-656-4664.

Sincerely,



Bryan K. Barnett, Mayor
City of Rochester Hills



February 19, 2020

Mayor Deirdre Waterman
City of Pontiac
Pontiac City Hall
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mayor Waterman,

On behalf of Flagstar Bank, I am writing to support the conversion of the Woodward Avenue Widetrack Loop from a one-way traffic pattern into two-way travel. This initiative would have numerous economic benefits to the city of Pontiac. Here are just a few:

- It would drive traffic back downtown.
- It would reconnect the neighborhoods to the downtown core.
- It would provide safe access to the hospital, library, and businesses.
- It would slow the speed of vehicular traffic, making downtown retail establishments more accessible to visitors and residents.

As you know, Flagstar Bank has a vested interest in a vibrant downtown Pontiac. We are pleased to stand with the city in supporting the Woodward Avenue Widetrack Loop Conversion. Thank you for your leadership in partnering with MDOT and Oakland County to make this project a reality.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alessandro P. DiNello".

Alessandro P. DiNello
President and CEO



**PIKE STREET
PROPERTIES**

Mayor Dr. Deirdre Waterman
City of Pontiac
47450 Woodward
Pontiac, MI 48342

Dear Mayor,

We fully support the Woodward Avenue Wide track Loop Conversion proposal and believe it will have a meaningful and sustainable impact on Pontiac and the region. As a real estate brokerage and advisory firm, located in downtown Pontiac, we also believe that correcting the Loop, an urban planning mistake, will unleash tremendous economic development and revitalization in the downtown District.

The Loop cuts off business flow and separates the downtown of Pontiac from the greater community, causing an unhealthy disconnect of spirit for this city.

Both the Downtown Pontiac Transportation Assessment (also known as the Livability Study) and the Woodward Avenue Wide track Loop Traffic Study completed by AECOM, recommend converting both the east (northbound) and west (southbound) sides of the Loop into two-way streets. This conversion would promote livability and placemaking by improving accessibility and connectivity between the downtown business district and adjacent neighborhoods.

Nearly every investor we have met with has noted that they would wait to invest in downtown Pontiac, "until the Wide Track road situation is corrected with easier to cross two-way streets."

The Loop is a huge safety concern for pedestrians coming to and from downtown, families run across the street with on coming traffic on 4 lanes at 55+ mph. We have witnessed accidents from people driving the wrong way on The Loop several times. We pray it will not take more injuries to correct this problem.

Thank you for all your efforts to fix this mistake in urban mis-planning from the 1960s. For downtown to reach its potential, this is the first step.

Sincerely,

Bob Waun
Principal
(248) 722-9286



Bloomfield Township

Leo C. Savoie, Supervisor • Janet Donnelly, Clerk • Brian E. Kopas, Treasurer
David Buckley, Trustee • Neal J. Barnett, Trustee • Michael Schostak, Trustee • Dani Walsh, Trustee

March 3, 2020

Michigan Department of Transportation
Paul C. Ajeba, Director

Dear Mr. Ajeba,

The Michigan Department of Transportation, in cooperation with Oakland County and the city of Pontiac, is considering the feasibility of converting the Woodward "Loop" in the city of Pontiac into a two-way widetrack traffic configuration. This proposal is being strongly supported by the city of Pontiac, and we in Bloomfield Township would like to also voice support for this project.

Pontiac is our immediate neighbor to the north, and we fully understand the impact the current structure of Woodward Avenue has on that community. It presently creates a somewhat awkward routing of traffic that makes access to the downtown area more difficult. Even adjoining residential neighborhoods are cut off to a degree by the current road configuration. Changing the traffic pattern into a two-way widetrack flow would provide a more direct route into and out of the downtown area and make it more accessible for the neighborhoods as well as those coming into and through Pontiac.

This is good for everyone, including businesses. As a direct neighbor of Pontiac, we have a serious interest in the vitality of that community. Improving the traffic pattern would make the city more accessible and therefore more desirable to attract visitors to local businesses and nearby housing, which in turn benefits the entire community.

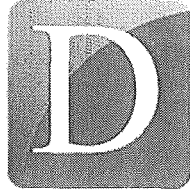
And a healthier, more vibrant Pontiac is good for the entire metro area, including Bloomfield Township.

We urge MDOT to move forward and support funding for this plan to restructure The Loop in Pontiac.

Sincerely,

A handwritten signature in black ink, appearing to read "Leo Savoie".

Leo Savoie
Bloomfield Township Supervisor



DOBRUSIN
Strategic Intellectual Property Law

February 19, 2020

Mayor Deirdre Waterman
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

Dear Mayor Waterman,

Greetings! I am writing to you today to offer a letter of full support of the Woodward Avenue Widetrack Loop Conversion proposal. We believe this conversion project will promote patronage of the downtown Pontiac area.

Converting "the loop" would provide drivers ease and safety while navigating the Pontiac business district; potentially becoming more aware of the restaurants and shops inside downtown. The conversion will help create more visibility for local businesses as well as highlight safe, accessible parking lots from Woodward Avenue.

The two-way traffic conversion will connect City Hall to the business district. City Hall is a walkable distance from the business district; however, based on current traffic patterns, drivers are compelled to travel various one-way streets to get from one location to another.

We have been given feedback from our clients that one-way navigation makes it difficult to change direction without becoming lost. As a local business and employer, employees and clients will benefit from the conversion

Sincerely,

Daniela Walters
Patent Attorney Dobrusin Law Firm

#8

RESOLUTION



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
Dan Ringo, Interim Director of Public Works

DATE: February 11th 2020

RE: **Resolution to Approve Detroit Regional Convention Authority to operate and maintain the Phoenix Center Parking Deck Operations in an amount not exceed \$19,000.00**

The Department of Public Works has coordinated with and discussed the operations and maintenance of the Phoenix Center with the Detroit Regional Convention Authority, a Wayne County Public Authority. Through our discussions and meetings, a proposal was submitted to assist the City with the pending operations and maintenance obligations stated in the Settlement Agreement. This is a short term contract to assist the City with the operations and maintenance until such time as we are able to either hire in-house staff or publically advertise and bid the work once the structure is fully operational.

The proposal contract provided herein will reduce the cost to the City from what we are currently paying Ottawa Towers to maintain the structure.

The Department of Public Works is requesting that the City of Pontiac enter an agreement with the Detroit Regional Convention Authority to operate the Phoenix Center Parking Deck Operations.

WHEREAS, The Department of Public Works have met with officials of the DRCA and found their organization to have the organizational knowledge and experience to operate the parking deck for the Phoenix Center until a permanent solution can be determined through a full RFP process; and

WHEREAS, The agreement has been reviewed and approved by the City Attorney; and

**NOW, THEREFORE, BE
IT RESOLVED,**

The Pontiac City Council authorized the Mayor to enter into an agreement with Detroit Regional Convention Authority for the amount of \$19,000 for operating the Parking Deck of the Phoenix Center commencing March 1st 2020.

dr

Attachments.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
FOR MANAGEMENT AND OPERATION OF
PHOENIX CENTER PARKING

This Memorandum of Understanding and Agreement for Management and Operation of the Phoenix Center Parking ("Memorandum of Understanding"), dated this 1st Day of December, 2019, is by and between the Detroit Regional Convention Facility Authority, One Washington Blvd, Detroit, Michigan 48226 ("Authority") and the City of Pontiac, 450 E. Wide Track Drive, Pontiac, Michigan 48342 ("City").

IT IS HEREBY UNDERSTOOD AND AGREED that the Authority is a municipal public body corporate and politic and a metropolitan authority established by Act 554, Michigan Public Acts, 2008, as amended.

IT IS FURTHER UNDERSTOOD AND AGREED that the City is a municipal corporation operating under a City Charter pursuant to the Home Rule City Act, Act 279 of 1909, as amended.

IT IS FURTHER UNDERSTOOD AND AGREED that the City is the owner of the Phoenix Center Parking Pontiac, MI 48342 ("Parking Deck").

IT IS FURTHER UNDERSTOOD AND AGREED that the Authority has extensive experience and expertise in the operation and management of parking operations for the TCF Convention Center located in Detroit, Michigan (formerly COBO Center).

IT IS FURTHER UNDERSTOOD AND AGREED that on February 11th 2020, the City approved the selection of the Authority to manage and operate the Phoenix Center Parking Deck upon reaching mutually agreeable operating guidelines, terms and conditions.

IT IS FURTHER UNDERSTOOD AND AGREED that the Authority and the City desire to enter into and be legally bound by this Memorandum of Understanding and Agreement for Management and Operation of the Phoenix Center Parking Deck.

NOW THEREFORE, intending to be legally bound hereby, in consideration of the premises and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto further understand and agree as follows:

1. Appointment. The City hereby appoints the Authority to manage and supervise, directly or indirectly, where applicable, the ongoing business operations of the Phoenix Parking Deck, and agrees that during the term of this Memorandum of Understanding, the Authority may take such actions as it deems reasonably necessary to render such management services to the City. The City shall provide capital improvements to the Parking Deck and sufficient funds for the Authority to perform the Management Services as set forth in this Memorandum of Understanding.
2. Acceptance. The Authority hereby accepts such appointment by the City and agrees to act in accordance with the duties and responsibilities set forth in this Memorandum of Understanding and to take such actions as may reasonably be required to discharge such duties and responsibilities.

3. Term. This Memorandum of Understanding shall become effective March 1, 2020 and shall expire on November 30, 2020. The Parties may mutually agree to extend the Term, with extension terms as mutually agreed upon, by either party providing written notice of intent to exercise extension option on or before June 1, 2020. Any extensions of the stated term of this Memorandum of Understanding must be made expressly, in writing, and executed by both parties.
4. City Obligations. The City shall comply with the following obligations under this Memorandum of Understanding:
 - (a) The City shall make all necessary structural repairs required to bring the Parking Deck into compliance with applicable local, state and federal health and safety regulations as set forth in Exhibit B, including, but not limited to repairs to the foundation, concrete, electrical systems, lighting, circuits, gates, stairs and elevators. It is expressly understood and agreed that the City and Authority will collaborate on construction schedules in an effort to continue efficient operation of the Parking Deck throughout the Term of this Memorandum of Understanding;
 - (b) The City shall grant the Authority access and use of any existing management, financial and/or accounting system(s) used to operate the Parking Deck. If such systems do not exist, the Authority will obtain such systems as it deems appropriate to operate the Parking Deck. Any systems obtained by the Authority will remain the property of the Authority throughout the Term of this Memorandum of Understanding;
 - (c) The City shall provide adequate security for the Facility as determined by the Authority, including, but not limited to, mobile patrol by the Oakland County Sheriff; and
 - (d) The City shall provide ten thousand dollars (\$10,000.00) in up front working capital for the Authority to initiate the duties as set forth in this Memorandum of Understanding and pay expenses associated with operation of the Parking Deck, including maintenance fees and supplies/incidentals as set forth in Exhibits A and B. The working capital will remain the property of the City and shall be returned to the City at the conclusion of the Term of this Memorandum of Understanding. It is expressly understood and agreed that the City shall remain solely responsible for paying all utility expenses associated with operation of the Facility during the Term of this Memorandum of Understanding.
5. Parking Deck Management Services. The Authority shall provide all labor personnel necessary to manage and operate the Parking Deck, including a parking manager, parking attendant(s) and maintenance staff. The Authority shall also provide general management advice with respect to the following:
 - (a) Financial matters including, cash flow management, accounting and data processing systems and procedures, budgeting, equipment purchases, business forecasts, capital expenditures and annual budgets and projections;
 - (b) Administration and operation matters including research, marketing and promotion;
 - (c) Management of Authority personnel assigned to the Parking Deck; and

- (d) Design and implementation of Parking Deck renovations and construction of capital improvements.

6. Insurance and Indemnification.

- (a) The City shall be responsible for maintaining insurance to cover the real property and structure of the Parking Deck, as well as all fixtures belonging to the City. The City shall name the Authority as an additional insured on all applicable policies that the City maintains relative to the Parking Deck.
- (b) The Authority shall be responsible for maintaining insurance to cover all business personal property belonging to, procured by, and/or leased by the Authority, and the Authority shall also be responsible for maintaining worker's compensation insurance for Authority employees assigned to the Parking Deck.
- (c) The City shall, at its own expense, secure and deliver to the Authority, and shall keep in force at all times during the Term, the following insurance policies which shall name the Authority as an additional insured, in form acceptable to the Authority. The City's insurance policies shall be primary over any policies the Authority may have.

6.1 Types of Insurance.

- 6.1.1 Commercial general liability insurance policy in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage should include premises/operation, products/completed operation, personal and advertising injury, contractual liability and fire damage legal liability.
- 6.1.2 Excess liability insurance in an amount not less than Ten Million Dollars (\$10,000,000) for each occurrence; this coverage is to provide excess limits over the commercial general liability, commercial automobile liability, workers compensation, and employers' liability.
- 6.1.3 Comprehensive automotive bodily injury and property damage insurance covering all vehicles whether owned or non-owned by City or operated by Authority's Employees or on behalf of the City in the performance of the Services, with a combined single limit of not less than One Million Dollars (\$1,000,000).
- 6.1.4 Employers' liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each accident.
- 6.1.5 Workers compensation insurance for City Employees assigned to the Parking Deck, as required by all applicable laws;

- 6.2 General Insurance Requirements. All of the foregoing policies of insurance shall provide and/or include the following terms, requirements and provisions:

- 6.2.1 A valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' advance written notice thereof to the Authority."
- 6.2.2 Not less than thirty (30) days prior to the expiration of any insurance policy during the Term, the City shall provide the Authority a certificate and/or policy evidencing the renewal of such policy or policies.
- 6.2.3 The coverage shall be occurrence-based, not claims made unless approved by the Authority.
- 6.2.4 The insurance described shall be obtained from one or more insurance companies duly authorized to issue such policies in the State of Michigan and carry an A.M. Best rating of at least "A XI" or a successor or substitute rating service acceptable to the Authority.
- 6.3 Minimum Requirements. The City hereby acknowledges that the insurance policy terms, limits and conditions set forth herein, constitute Minimum Insurance Requirements and shall in no way be interpreted to limit or restrict the amount of insurance that the City should secure. Nor shall the foregoing Minimum Insurance Requirements limit the liabilities or obligations of the City under this Memorandum of Understanding, including without limitation, the City's indemnification obligations set forth herein.
- 6.4 City Subcontractors. Any Subcontractor hired by the City shall include the Authority and its Directors, Officers and Employees as additional insureds under its policies in a form acceptable to the Authority. All insurance requirements set forth herein, including minimum requirements and terms related to cancellation and/or modification of insurance, shall apply to all City Subcontractors, to the fullest extent applicable to the portion of the services they provide at the Parking Deck. It is expressly understood and agreed that the requirements of Section 6.4 do not apply to the Authority as an Independent Contractor hired by the City.
- 6.5 Suspension of Services due to Lack of Insurance. The Authority shall notify the City whenever it has a reasonable belief that the City has failed to secure or maintain insurance as required by this Memorandum of Understanding. Notwithstanding any other provision of this Memorandum of Understanding, after its receipt of any such notice, the Authority and Authority Employees shall not enter the Parking Deck until the City has secured and is maintaining insurance as required by this Memorandum of Understanding. It is expressly understood and agreed that the Authority has no duty to perform or continue management services if there is a lapse in insurance as required by this Memorandum of Understanding.
- (d) Indemnification. To the greatest extent permissible by law, the City shall indemnify, defend, and hold harmless the Authority, its Directors, Officers and Employees from and against any and all losses, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") arising from (i) City's failure to comply with any and all federal, state, foreign, local, and/or municipal regulations, ordinances, statutes, rules, laws,

and/or constitutional provisions (collectively the "Laws") applicable to performance under this Memorandum of Understanding, (ii) any unlawful acts on the part of City, City Employees and/or City Subcontractors, (iii) personal or bodily injury to or death of persons or damage to the Parking Deck and/or property of the Authority which has been alleged to have been caused by the negligent and/or intentional acts, errors, and/or omissions, or the willful misconduct of City, City Employees and/or City Subcontractors, (iv) City's failure to pay any wages, invoices, taxes, and/or other amounts to be paid by City as and when they are due, and/or (v) the material breach or default by City, City Employees and/or City Subcontractors of any provisions of this Memorandum of Understanding, including, but not limited to the acts and/or failures to act of City, its Employees, and/or City Subcontractors in completing capital improvements, and any and all liability, statutory, or otherwise, alleged to arise from operation of the Parking Deck. To the greatest extent permissible by law, the Authority agrees to indemnify and hold harmless the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses which may be imposed upon, incurred by or asserted against the City where a loss is alleged to have been caused by the gross negligence and/or willful or wanton misconduct of the Authority and/or its Employees in performing Services pursuant to this Memorandum of Understanding.

- (e) Survival of Indemnity. The indemnity provisions set forth in this paragraph shall survive the termination of this Memorandum of Understanding.
 - (f) Authority Not Responsible. The Authority shall not be responsible for any goods, merchandise, inventory or equipment owned or leased by the City and used, maintained or stored at the Parking Deck. Nor will the Authority be responsible for any damage resulting from a power failure, flood, fire, explosion, vandalism, theft, and or other causes.
7. Compensation. In consideration for the Management Services rendered by the Authority as provided in this Memorandum of Understanding, the City agrees to compensate and pay the Authority as follows:
- (a) The City shall pay the Authority an annual Management Fee of \$9,000, payable in 9 equal monthly installments of \$1,000, within 30 days submission of an invoice by the Authority; and
 - (b) Any profit derived from the Parking Deck during the Term of this Memorandum of Understanding shall be split 50% between the Authority and the City. The Profit shall be calculated based on net Parking Deck revenue less any costs incurred by the Authority for performance of the Management Services.
8. Status as Independent Contractor. The Authority recognizes that it is being engaged as an independent contractor and not as an agent or employee of City. The Authority acknowledges that as an independent contractor it is undertaking certain risks of loss not associated with an employment relationship. Under no circumstances is the Authority considered to be the agent of the City. Except as authorized under the terms of this Memorandum of Understanding, the Authority shall have no authority to act in City's name or on its behalf or to enter into any contract or agreement on behalf

of City or to bind or obligate City in any manner whatsoever. The Authority shall be solely liable and responsible for paying its own employees, subcontractors, and agents, if any, and for paying all taxes imposed, levied or assessed by any governmental agency, as applicable, on the compensation it receives from City.

9. Subordination. This Memorandum of Understanding shall be subordinate to the Settlement Agreement and Release dated November 1, 2018, ("Release") attached as Exhibit B. It is expressly understood and agreed that any conflicting obligations of the Parties set forth in this Memorandum of Understanding are superseded by the terms of the Release.
10. Communications and Notices. The Authority and City shall each designate in writing a person to be advised as to any and all matters under this Memorandum of Understanding. Any notices to be given hereunder by any party to any other party may be affected by personal delivery, in writing, or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice to the other party in accordance with this Paragraph 9. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

To the Authority: Detroit Regional Convention Facility Authority
One Washington Blvd
Detroit, Michigan 48226
Attn: Patrick S. Bero, CEO/CFO
With Copy to:

To the City: City of Pontiac
47450 Woodward Ave
Pontiac, Michigan 48342
Attn:
With Copy to:

11. Default. If City neglects or fails to perform its obligation to make all necessary structural repairs to the Parking Deck, reimburse the Authority or pay compensation or fees when due; if City neglects or fails to perform any other covenants or obligations set forth in this Memorandum of Understanding to be observed and performed on its part for 10 days after written notice by Authority of the default; if City makes any assignment for the benefit of creditors or a receiver or Emergency Manager is appointed for City or its property; or if any proceedings are instituted by or against City in bankruptcy (including reorganization) or under any insolvency laws, the Authority may cease Services and terminate this Memorandum of Understanding.
12. No Waiver of Rights. All waivers hereunder must be made in writing and failure by any party at any time to require any other party's performance of any obligation under this Memorandum of Understanding shall not affect the right subsequently to require performance of that obligation. Any waiver of any breach of any provision of this Memorandum of Understanding shall not be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

13. Assignment. Neither party shall assign or attempt to assign any of its rights or obligations hereunder without the prior written consent of the other party.
14. Amendment and Modification. No amendment or modification of this Memorandum of Understanding shall be binding unless executed in writing by the party to be bound thereby.
15. Entire Agreement. This Memorandum of Understanding, constitutes the complete and exclusive statement of this Agreement between the parties and supersedes all prior representations, understandings, and communications, oral and written, between the parties relating to the subject matter thereof.
16. Severability. The parties expressly agree and contract that it is not the intention of either of them to violate any public policy, statutory or common laws, rules, regulations, treaties or decisions of any government or agency thereof. If any paragraph, sentence, clause, word or combination thereof in this Memorandum of Understanding is judicially or administratively interpreted or construed as being in violation of any such provision of any jurisdiction, such paragraph, sentence, word, clause or combination thereof shall be inoperative in each such jurisdiction and the remainder of this Agreement shall remain binding upon the parties and the Agreement as a whole shall be unaffected elsewhere.
17. Exclusive. This Memorandum of Understanding and Agreement for Management and Operation of Phoenix Center Parking Deck is exclusive. The City may not hire other entities to provide similar Services as being provided by the Authority hereunder.

This Memorandum of Understanding and Agreement is recognized and accepted by the undersigned as a contractual agreement and obligation bound upon the consideration of services and/or monies as described herein. The obligation of this Memorandum of Understanding and Agreement shall be performed by the undersigned or those lawfully acting on their behalf in conjunction with the completion and fulfillment of the terms, conditions and provisions as set forth, and shall be interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding and Agreement for Management and Operation of Phoenix Center Parking Deck to be signed by their duly authorized officers and representatives:

Detroit Regional Convention Facility Authority:

By _____

Date

Witness

Date

City of Pontiac:

By_____

Date

Witness

Date

#9

RESOLUTION



MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

DATE : 02/19/2020

TO: Honorable Mayor and City Council

FROM: Irwin Williams, CPA, Plante & Moran – Finance Director's Office

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Budget amendment FY 2019-2020 – fiscal year 2018-2019 rollovers for Department of Public Works

Mayor Waterman,

In Fiscal year 2018-2019 there were available budget line items for projects which had not started or had not been completed which can be used to complete projects in this fiscal year 2019-2020. Those projects are:

- Major Street Fund
 - \$30,000 – South Boulevard-Woodward to MLK road repair
 - \$15,301 – Perry St road repair
 - \$125,395 – Mill Street Road Repair
 - \$75,544 – Hill Street Road repair
 - \$3,165 – Joslyn Street road repair
- Local Street Fund
 - \$333,184 – Kettering St road repair
 - \$ 1,176 – Nebraska :Franklin to Howland road repair
 - \$105,499 – Highwood Blvd road repair
 - \$261,069 – Ferry road repair

If Council agrees with the budget amendment above, then the following resolution would be in order:

Whereas, the City of Pontiac timely approved the 2019-2020 budget on June 9, 2019, and;

Whereas, the Mayor has reviewed the department of public works requests for rollover of unused appropriations in the previous fiscal year, 2018-2019, and;

Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current year 2019-2020 for the funds and amounts described in exhibit A and below as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended. Those amounts are:

- *Majorl Street Fund - \$249,405*
 - *Public Works - \$249,405*
- *Local Street Fund - \$700,931*
 - *Public Works - \$700,931*

Whereas, the increased appropriations will not cause the fund balance in any of the funds to go below the policy mandated thresholds and;

Now therefore, be it resolved that the City Council of the City of Pontiac approves the rollover budget amendments for the fiscal year 2019-2020 as requested by the Mayor and department of public works above and detailed in the attachment labeled exhibit A.

Exhibit A

GL NUMBER	DESCRIPTION	2019-2020 Current Budget	Proposed Amendment	2019-2020 Amended Budget
Fund 202 - MAJOR STREETS				
CAPITAL OUTLAY				
202-463-974.055	TO BE DETERMINED ROAD	350,000.00		350,000.00
202-463-974.066	HILL STREET	0.00	75,544.00	75,544.00
202-463-974.070	JOSLYN	0.00	3,165.00	3,165.00
202-463-974.071	UNIVERSITY DRIVE	30,000.00		30,000.00
202-463-980.000	UNIVERSITY DRIVE : MLK TO E. CITY LIMIT	3,100,000.00		3,100,000.00
202-463-982.000	SOUTH BLVD : WOODWARD TO MLK	0.00	30,000.00	30,000.00
202-463-987.000	PERRY	30,000.00	15,301.00	45,301.00
202-463-988.000	MILL	30,000.00	125,395.00	155,395.00
CAPITAL OUTLAY		3,540,000.00	249,405.00	2,354,594.65

GL NUMBER	DESCRIPTION	2019-2020 Current Budget	Proposed Amendment	2019-2020 Amended Budget
Fund 203 - Local Streets				
CAPITAL OUTLAY				
203-463-974.055	TO BE DETERMINED ROAD	100,000.00	0.00	100,000.00
203-463-974.069	KETTERING	0.00	333,185.00	333,185.00
203-463-985.000	NEBRASKA : FRANKLIN TO HOWLAND	0.00	1,176.00	1,176.00
203-463-989.000	HIGHWOOD BLVD.	0.00	105,500.00	105,500.00
203-463-990.000	FERRY	0.00	261,070.00	261,070.00
CAPITAL OUTLAY		100,000.00	700,931.00	800,931.00

#10

RESOLUTION



MEMORANDUM

City of Pontiac

Controller's Office

47450 Woodward Avenue

Pontiac, Michigan 48342

Telephone: (248) 758-3118

Fax: (248) 758-3197

DATE : 02/20/2020

TO: Honorable Mayor and City Council

FROM: Irwin Williams, Plante & Moran – Acting Finance Director

THROUGH: Jane Bais DiSessa – Deputy Mayor

SUBJECT: Budget amendment FY 2019-2020 – Youth Recreation Building Lease

Mayor Waterman,

The lease between Creative Schools Management and the City of Pontiac was entered into as of the 1st day of July 2018. Creative Schools Management is leasing the building located at 825 Golf Drive, Pontiac MI 48341 to the City of Pontiac for the monthly installments of \$26,000. Total annual lease amount is equal to \$312,000.00. The lease is ongoing as of today.

Within the lease agreement between Creative Schools Management and City of Pontiac is an option to purchase the premises during the periods commencing as of April 1, 2019 and ending June 30, 2019. The City was planning to execute this purchase option and included an amount of \$3,150,000 within the General Fund's 2019/2020 Fiscal Year budget. The purchase option has not been executed as of today. Due to this, the City is currently continuing to pay lease payments of \$26,000/month out of its special revenue fund 208 Youth Recreation. The City is currently paying the lease out of the un-budgeted line item account 208-756-941.000 Services – Building & Land Rental. Year to date, the City has paid \$182,000 towards the lease.

In order to rectify this current un-budgeted line item, a budget amendment will need to be approved by the City Council. Total payments will amount to \$312,000 for Fiscal Year 2019/2020. The City will need to transfer \$312,000 from its fund balance to cover these un-budgeted lease expenditures

The following amendment is recommended:

208-756-941.000 – Services – Building & Land Rental	\$312,000
Fund 208 – Youth Recreation Fund Balance	(312,000)

If Council agrees with the budget amendment above, then the following resolution would be in order:

Whereas, the City of Pontiac timely approved the 2019-2020 budget on June 2019, and;

Whereas, the City Council approved the lease between Creative Schools Management and the City of Pontiac to lease the building located at 825 Golf Drive, Pontiac MI 48341, and;

Whereas, the terms of lease between Creative Schools Management and the City of Pontiac shall commence on July 1, 2018 and expire on June 30, 2021, and;

Whereas, the lease specifies that the base rent for the building is \$26,000 per month, and \$312,000 annually, and;

Whereas, the City has not executed the purchase option during Fiscal Year 2019/2020 and continues to pay the monthly base rent amount of \$26,000 out of the un-budgeted line item within its special revenue fund 208 Youth Recreation, this unbudgeted line item is account 208-756-941.000 Services – Building & Land Rental

Whereas, the total amount the City is liable for during its Fiscal Year 2019/2020 is \$312,000, and;

Whereas, the Mayor is proposing to the City Council to approve a budget amendment that will take \$312,000 out of the Youth Recreation fund balance and increase the expenditure account 208-756-941.000 Services – Building and Land Rental,

Now therefore, be it resolved that the City Council of the City of Pontiac approves the Youth Recreation amendment requested by the Mayor above.

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Jane Bais DiSessa, Deputy Mayor

CC: Honorable Mayor Deirdre Waterman, Irwin William, Interim Finance Director/Plante Moran.

DATE: March 4, 2020

RE: **Resolution to Approve the Salary Pay Range for the Finance Director Position between \$110,000.00 and \$120,000.00.**

On Tuesday, March 3, 2019, the City Council Finance Sub-Committee met with Mr. Tom Adams, President of TJA Staffing Services Inc. and Executive Staff, to discuss the present salary for the City's vacant Finance Director position.

Mr. Adams stated that he could not recruit qualified, senior financial candidates at the City's current salary of \$50,000.00. To support his statement, he presented the City Council Finance Sub-Committee with a copy of a current salary survey conducted by the Michigan Municipal League (MML). As shown on Table I below, the salary for a Finance Director/Comptroller ranged from \$100,000.00 to \$130,000.00. Also, based on the figures below, a total of \$113,004.00 was calculated as the average salary (or mean) for this position. A copy of the MML salary survey is attached for your information.

Table I: MML Salary Survey – Finance/Comptroller

<u>Municipality</u>	<u>Population</u>	<u>Budget Rev.</u>	<u>Actual Salary</u>
Pontiac	59,515	\$69,221,399	\$50,000.00
Novi	55,224	\$35,871,634	\$130,411.00
St. Clair Shores	59,715	\$40,284,594	\$115,594.00
Rochester Hills	70,995	\$24,547,900	\$112,636.00
Westland	84,094	\$68,665,664	\$111,622.00
Oak Park	29,319	\$21,564,309	\$110,510.00
Auburn Hills	21,412	\$27,964,539	\$100,257.00
Hazel Park	16,422	\$15,375,245	\$110,000.00

Based on the City of Pontiac's population size of 59,515 and budget revenue of \$69 Million, Mr. Thomas stated that a comparable salary range of \$110,000.00 to \$120,000.00 would allow him to recruit qualified candidates. As such, the following resolution is recommended for your consideration:

Whereas, a proper salary range will attract qualified candidates for the position of Finance Director for the City of Pontiac, and

Whereas, based on a recent MML compensation survey of other municipalities, it is deemed that a salary range between \$110,000.00 and \$120,000.00 is representative of the current job market.

Now therefore, the City Council authorizes the Mayor to recruit candidates for the Finance Director Position, between the salary range of \$110,000.00 and \$120,000.00.

JBD
Attachment

MUNICIPAL FINANCE DIRECTOR SALARY JUSTIFICATION

Municipal (City) Finance Directors are responsible for the city's financial health. They have broad authority in city government. As the city's chief bookkeeper, a finance director combines operational and strategic roles, manages accounting and financial control functions, and establishes a financial strategy for the profitable long-term growth of the city.

A Finance Director's salary is often figured by using data from cities with similar demographics....e.g. city population, budget revenue, # of people under their supervision, and (at times) candidates' credentials. Due to the wide authority of the position, many cities pay their finance directors increasingly higher than other department heads.

Below is a list of CURRENT salaries for some of Michigan's Municipal Finance Directors. This information was provided by the **Michigan Municipal League** (mml.org), a source for municipal data reporting. The data was extrapolated based on a common set of demographics reported by each municipality.

Source: Michigan Municipal League

STATE OF MICHIGAN			SALARY JUSTIFICATION COMPARISON CHART		
MUNICIPAL FINANCE DIRECTOR					
MUNICIPALITY	COUNTY	POSITION	POPULATION	BUDGETED REVENUE	ACTUAL SALARY
Plymouth	Wayne	Finance Director or Controller	9,132	8,985,710	42.18/Hr.
Troy	Oakland	Finance Director or Controller	80,980	DNR	DNR
Farmington Hills	Oakland	Finance Director or Controller	79,740	60,625,988	\$97,419
Huntington Woods	Oakland	Finance Director or Controller	6,238	\$8.1 million	\$91,292
Pontiac	Oakland	Finance Director or Controller	59,515	69,221,399	\$50,000
Novi	Oakland	Finance Director/Treasurer	55,224	35,871,634	\$130,411
Saint Clair Shores	Macomb	Finance Director/Treasurer	59,715	40284594	\$115,594
Rochester Hills	Oakland	Finance Director or Controller	70,995	\$24,547,900	\$112,636
Westland	Wayne	Finance Director or Controller	84,094	68,665,664	\$111,622
Oak Park	Oakland	Finance Director or Controller	29,319	21,564,309	\$110,510
Auburn Hills	Oakland	Finance Director or Controller	21,412	27,964,539	\$100,257
Hazel Park	Oakland	Finance Director or Controller	16,422	\$15,375,245	\$110,000
Roseville	Macomb	Finance Director or Controller	47,299	38,504,392	\$96,103
Gibraltar	Wayne	Finance Director or Controller	4,656	\$3,835,378	\$56,650
Lincoln Park	Wayne	Finance Director or Controller	38,144	\$23,917,831	\$72,000
Independence Charter Township	Oakland	Finance Director or Controller	34,681	7888488	\$100,255
Allen Park	Wayne	Finance Director or Controller	28,210	23,450,578	\$96,032
Monroe	Monroe	Finance Director or Controller	20,733	20,623,474	\$119,000
Fowlerville	Livingston	Finance Director or Controller	2,886	2012270	\$25,836
Ypsilanti	Washtenaw	Finance Director or Controller	19,435	14753478	\$87,630
Grosse Pointe Woods	Wayne	Finance Director or Controller	16,135	14954923	\$86,569
Highland Park	Wayne	Finance Director or Controller	11,776	11,321,924	\$60,000

#12

RESOLUTION



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
Matthew Gibb, Special Counsel for Community and
Economic Development on behalf of John V. Balint,
Director of Public Works/City Engineer

DATE: February 26, 2020

RE: **Resolution to Adopt new calendar schedule for Phoenix Center Project
Timeline**

Based on Council action March 3, 2020, the following resolution is recommended;

WHEREAS On March 3, 2020 the City Council accepted the recommendation of the Phoenix Center Parking Garage A/E Selection Committee and awarded a contract to IDS for Professional Engineering and Architectural Services for the Phoenix Center in the amount of \$659,000 (5.68%) with Not to Exceed Cost of Reimbursable Expenses of \$13,000.

WHEREAS, the City is aware of the timing and terms of the Settlement Agreement requiring the City to perform and complete certain acts by November 1, 2020, recently receiving written notice of the same, requiring that the schedule for performance is updated.

NOW BE IT RESOLVED that the calendar schedule for the timing of performance, as provided by AUCH Construction, is amended to reflect March 3, 2020 as the date approval of Architectural and Engineering Services, May 10, 2020 as the estimated date for completion of core Design Services, and July 15, 2020 as the estimated date for completion of bid packages outlining preliminary scope of work.



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Kermit Williams, and City Council Members

FROM: Mayor Deirdre Waterman

CC: Jane Bais DiSessa, Deputy Mayor; Irwin William, Interim Finance Director/Plante Moran; and Anthony Chubb, City Attorney.

DATE: March 4, 2020

RE: **Mayoral Report – Letter from Maddin, Hauser, Roth & Heller PC Attorney and Counselors, RE: Ottawa Tower II, LLC v. City of Pontiac, Case No. 12-130331-CH.**

As referenced above, on Tuesday, March 3, 2019, the City of Pontiac was notified that a letter from Maddin, Hauser, Roth and Heller had been sent to Mr. John Balint, former DPW Director for the City of Pontiac. Please note that although this letter is dated February 10, 2020, the Executive Office and the City Attorney did not receive this letter until the afternoon of March 3, 2020.

The purpose of this letter was to place the City of Pontiac on notice of our impending breach of this Agreement as provided in Section 6.4 of the Settlement Agreement and Release, entered into effect by the City Council as of November 1, 2018. Attorney Steven D. Sallen, reminded the City that we have seven (7) days after receipt of this letter to *"confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response."*

Since the City Council's formal approval of this Agreement, I have diligently provided the Council with viable solutions supported by experienced, highly-qualified financial experts. Despite these efforts, very little action has been taken to meet our legal obligations to-date.

The City Council's inaction, poses serious financial risks to the City's overall budget, impairs current and future economic growth and development, and places a potential tax burden on Pontiac taxpayers.

A copy of this letter is attached.

JBD

Attachment



Maddin Hauser Roth & Heller PC
attorneys and counselors

STEVEN D. SALLEN
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28400 Northwestern Highway Second Floor Southfield, MI 48034-1839 (248) 354-4030 fax (248) 354-1422 www.maddinhauser.com

February 10, 2020

VIA FED EX

City of Pontiac
Attention: John Balint, Director of Public Works
47450 Woodward
Pontiac, Michigan 48342

**RE: *Ottawa Tower II, LLC v City of Pontiac*
Case No. 12-130331-CH**

Dear Mr. Balint:

Reference is made to the Settlement Agreement and Release entered into effective as of November 1, 2018, by and among Ottawa Tower II, LLC and the North Bay Drywall Inc. Profit Sharing Plan & Trust ("Ottawa Towers"), and the City of Pontiac, and others (the "Agreement"). As you know, Section 6.0 of the Agreement sets out specific maintenance, capital repair and improvement obligations to be completed by the City of Pontiac within specific time limits. Specifically, Section 6.3 provides that the City of Pontiac undertake "all electrical, lighting, elevator and structural repairs and improvements in the north and south sections of the Deck to be completed within the first two years after the effective date [November 1, 2018] of this Agreement . . ." We are now more than 15 months into the 24-month period for the City of Pontiac to complete the "Work" (as defined in the Agreement) and specifically enumerated in EXHIBIT 2 - SCHEDULE OF IMPROVEMENTS. To date, no Work has been commenced, neither has any indication been given by the City of Pontiac as to when any Work will commence. The Work is substantial and is highly unlikely to be capable of completion within the remaining 9 months preceding expiration of the initial 24-month deadline as required by the Agreement. Under these circumstances, we believe it to be highly probable that the City of Pontiac will breach its obligations under the Agreement.

The purpose of this letter is to put the City of Pontiac on notice, as provided in Section 6.4 of the Agreement, of its impending breach of its obligations under the Agreement. I remind you that the City has 7 days after receipt of this notice to "confirm in writing that the City will remedy the deficiency expeditiously within a defined time period specified in the City's written response."


While it is our sincere hope that the City will promptly undertake and timely complete the Work, be advised that Ottawa Towers intends to avail itself of all legal rights and remedies in the event that the City fails in this regard.

February 10, 2020
Page 2

We look forward to your timely response as is required by Section 6.4 of the Agreement.

Very truly yours,

MADDIN HAUSER ROTH & HELLER, P.C.



Steven D. Sallen

SDS/tm

cc: Ottawa Towers II, LLC (via email)
North Bay Drywall, Inc. Profit Sharing Plan & Trust (via email)
John Clark, Esq. (via email)
Michelle C. Harrell, Esq. (via email)