

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

NOTICE OF PONTIAC CITY COUNCIL MEETING

May 12, 2020
at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a formal meeting on May 12, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-59. The agenda of the formal meeting is attached Pursuant to Executive Order 2020-59, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-59 requires that City Hall be closed to the public on the date of the meeting. Therefore, the public cannot be physically present and provide comment in City Hall.
2. **Procedures.** The public may view the meeting electronically through the following method.
<http://pontiac.mi.us/council/pontiactv/index.php>
3. **Public Comment.** For individuals who desire to make a public comment, please submit your name and comment in writing to publiccomments@pontiac.mi.us no later than 5:30 p.m. on May 12, 2020. Public comments are limited to three (3) minutes. The City Clerk will read your comments during the public comment section of the meeting.
4. **Persons with Disabilities.** Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the Interim City Clerk, Garland Doyle at (248) 758-3200 or clerk@pontiac.mi.us at least 24 hours in advance of the meeting.

Dated 5-8-2020, 6:00 p.m.

Garland S. Doyle, Interim City Clerk
City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342
Phone: (248) 758-3200

PONTIAC CITY COUNCIL

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



Patrice Waterman, District 1
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

FORMAL MEETING

May 12, 2020

6:00 P.M.

152nd Session of the 10th Council

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. May 5, 2020

Proclamations

2. Proclamation of the Mayor and City Council to hereby recognize May 2020 as Mental Health Month, and that all citizens, government agencies, public and private institutions, businesses and schools recommit our state to increase awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness to promote recovery.
3. Proclamation of Mayor and City Council to honor and recognize KJ Hamler, one of Pontiac's most promising and remarkable athletes, for his outstanding athleticism and sportsmanship.

Communication from the Mayor

4. Mayor's Budget Message for Proposed Fiscal Years 2021-2025

Discussions

5. Budget Hearings Schedule for the Proposed Fiscal Year 2021 Budget
6. Announcement of the City Council District 2 Vacancy Selection

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>

Special Presentations (Presentations are limited to 10 minutes.)

7. Medical Marihuana Application Review Process and Introduction of Professional Experts and Hearing Officer
Presentation Presenters: Garland Doyle, Interim City Clerk; Financial Advisor: Sherman J. Taylor, JD, CPA, SRT Consulting, LLC; Legal Advisor: Robert S. Huth, Jr., Esq., Kirk, Huth, Lange Badalamenti, PLC; Planning Advisor: Jill Bahm, AICP, Giffels Webster and Hearing Officer: John W. Fraser, Esq., Grewal Law, PLLC
8. AUCH/IDS Report – Cost Estimate and Phasing of Phoenix Center Settlement Improvements
Presentation Presenters: Vince DeLeonardis, CEO, AUCH, Gerald McClellan, IDS and Matt Gibb, Special Legal Counsel/Economic Development for the City of Pontiac

Recognition of Elected Officials

Agenda Address

Agenda Items

Ordinance

Department of Public Works (DPW)

9. Adoption of an Ordinance to Amend City Ordinance, Chapter 114, *Traffic and Vehicles*, Article VI, Snow Emergency Routes (Second Reading)

Resolutions

Economic/Community Development:

10. Resolution to authorize the Mayor to enter into an agreement with the McMillian Group Inc. for Home Demolition, Batch 16 at a cost not to exceed \$140,780.00.
11. Resolution to authorize the Mayor to enter into an agreement with Rightway Remediation for Asbestos Abatement, Batch 16 at a cost not to exceed \$49,850.00.

Communication from the Mayor

12. City of Pontiac Audit Report for Year Ended June 30, 2019. Presented by Tracey Kasperek, Senior Manager, Governmental Services, Rehmann Robson.

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

#1

MINUTES

May 5, 2020 Study

**Official Proceedings
Pontiac City Council
151st Session of the Tenth Council**

Call to order

A Study Session of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, May 5, 2020 at 6:04 p.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Amendments to the Agenda

20-168 **Motion to receive and accept IDS Report recommendation resolution and schedule a special meeting. (Agenda add-on)** Moved by Councilperson Pietila and second by Councilperson Miller.

Discussion: Councilperson Miller rescinded her second. After more discussion, Councilperson Carter seconded the motion but later rescinded his second. More discussion, Councilwoman Pietila rescinded her motion. **Motion Failed.**

20-169 **Motion to receive IDS Report and schedule a special meeting. (Agenda add-on)**
Moved by Councilperson Pietila and no second. **Motion Failed.**

Approval of the Agenda

20-170 **Approve the agenda as is.** Moved by Councilperson Miller and second by Councilperson Waterman.

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

No: None

Motion Carried.

Approval of the Minutes

20-171 **Approve meeting minutes of April 28, 2020. Council Member Waterman wanted noted in the minutes that she was muted due to having technical issues with her connection.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

May 5, 2020 Study

Suspend the Rules

20-172 **Suspend the rules.** Move by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-173 **Motion to move Public comments after District 2 vacancy interviews.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Ayes: Williams, Carter, Miller, Pietila, Tylor-Burks and Waterman

No: None

Motion Carried.

20-174 **Council President Williams requested a roll call on the Interview Process that the Council agreed to for District 2 Vacancy.**

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

No: None

Motion Carried.

Public Comment

Fifteen (15) individuals submitted a public comment that was read by the City Clerk.

Suspend the Rules

20-175 **Suspend the rules to vote on agenda items #3-items #6.** Moved by Councilperson Pietila and second by Councilperson Carter.

Ayes: Miller, Pietila, Tylor-Burks, Waterman, Williams and Carter

No: None

Motion Carried.

Resolutions

20-176 **Resolution to approve a budget amendment for fiscal year 2019/2020 to establish the following accounts in Medical Marihuana Applications Dept. (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv.- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; transfer \$32,300.00 from account 101-255-816.007 Prof Serv.-Financial Advisor to the City Clerk to the following accounts: 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv. Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv. Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public notices \$1,000;**

May 5, 2020 Study

and 101-255-942.002 copier supplies \$100. Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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 establish the following accounts in Dept. (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv.- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; and

Whereas, the City Clerk is requesting to transfer \$32,300.00 from account 101-255-816.007 Prof Serv.- Financial Advisor to the City Clerk to the following accounts: 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv. Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv. Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public notices \$1,000; 101-255-942.002 copier supplies \$100; and

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 establish the following accounts in Dept. (255) account 101-255-728.000 postage; account 101-255-731.003 computer equipment; account 101-255-804.001 legal services- Legal Advisor to the City Clerk; account 101-255-816.011 Prof Serv.- Planning Advisor to the City Clerk; account 101-255-902.005 public notices; account 101-255-942.002 copier supplies; transfer \$32,300.00 from account 101-255-816.007 Prof Serv.-Financial Advisor to the City Clerk to the following accounts: 101-255.728.000 postage \$100; 101-255-731.003 computer equipment \$100; 101-255-804.001 Prof Serv. Legal Services- Legal Advisor to the City Clerk \$16,000; 101-255-816.011 Prof Serv. Planning Advisor to the City Clerk \$15,000.00; 101-255-902.005 public notices \$1,000; and 101-255-942.002 copier supplies \$100.

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

No: None

Resolution Passed.

20-177 **Resolution to approve the agreement between the City and Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not**

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to exceed \$85,000.00 and authorize the Mayor to sign the agreement. Moved by Councilperson Pietila and second by Councilperson Carter.

WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to “award permits “to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance”, and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk “shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk” for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 9(j) states that “the Clerk may engage professional expert assistance in performing the clerk’s duties and responsibilities under this ordinance”, and;

WHEREAS, the Clerk has selected Robert Huth, Jr., Esq., Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed \$85,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Kirk, Huth, Lange and Badalamenti, PLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed \$85,000.00 and authorizes the Mayor to sign the agreement.

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

No: None

Resolution Passed.

20-178 **Resolution to approve the agreement between the City and Giffels Webster to serve as the Professional Expert-Planning Advisor to the City Clerk at a cost not to exceed \$75,000.00 and authorize the Mayor to sign the agreement.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to “award permits “to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance”, and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk “shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk” for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 9(j) states that “the Clerk may engage professional expert assistance in performing the clerk’s duties and responsibilities under this ordinance”, and;

WHEREAS, the Clerk has selected Giffels Webster to serve as the Professional Expert- Planning Advisor to the City Clerk at a cost not to exceed \$75,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Giffels Webster to serve as the Professional Expert- Planning Advisor to the City Clerk under the leadership of Jill Bahm, AICP, Partner at a cost not to exceed \$75,000.00 and authorizes the Mayor to sign the agreement.

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

No: None

Resolution Passed.

20-179 **Resolution to approve the agreement between the City and Grewal law PLLC to serve as the Hearing Officer in accordance with Ordinance 2357(B) City of Pontiac Medical Marihuana Facilities Ordinance at a cost not to exceed \$45,000.00 and authorize the Mayor to sign the agreement.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

WHEREAS, the voters of the City of Pontiac approved the City of Pontiac Medical Marihuana Facilities Ordinance (Ordinance 2357 (B)) in 2018, and;

WHEREAS, Ordinance 2357 (B) section 9 gives the Clerk the authority to “award permits “to any applicant for a permit to operate a grower, processor, secure transporter, or safety compliance”, and;

WHEREAS, Ordinance 2357 (B) section 9 states that the Clerk “shall assess, evaluate, score and rank each application based upon a scoring and ranking procedure developed by the clerk” for provisioning center applications, and;

WHEREAS, Ordinance 2357 (B) section 16 states that “any applicant or permittee aggrieved by the denial or revocation of a permit or adverse decision under this ordinance may appeal to the clerk, who shall appoint a hearing officer to hear and evaluate the appeal and make a recommendation to the clerk”, and;

WHEREAS, the Clerk has appointed John Fraser, Esq. and the law firm of Grewal Law, PLLC to serve as the hearing officer under Ordinance 2357(B) at a cost not to exceed \$45,000.00, and;

WHEREAS, other attorneys of the Grewal Law, PLLC may serve as the hearing officer if necessary and; NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Grewal Law, PLLC to serve as the Hearing Officer under Ordinance 2357(B) at a cost not to exceed \$45,000.00 and authorizes the Mayor to sign the agreement.

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

No: None

Resolution Passed.

20-180 **Suspend the Rules.** Moved by Councilperson Tylor-Burks and second by Councilperson Miller.

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

No: Pietila

Motion Carried.

First reading of an Ordinance to Amend City Ordinance, Chapter 114, Traffic and Vehicles, Article VI, Snow Emergency Routes. The Council does not need to take a vote on the first reading of an ordinance.

20-181 **Suspend the Rules to vote on agenda item #8.** Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried.

20-182 **Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Vanguard Drive, which title was acquired by the City on July 25, 2019, that: (1.) the center line of said street is described as: ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT R.O.W.) Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154, Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING; thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING. All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records. (2.) Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac. (3.) Vanguard Drive is a public street and is for public street purposes. (4.) Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019. (This item was deferred from the April 28, 2020 City Council Meeting.) Moved by Councilperson Miller and second by Councilperson Taylor-Burks.**

WHEREAS, the City of Pontiac did, on July, 25, 2019, acquire title to Vanguard Drive, and;
WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and;

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

ROAD CENTERLINE DESCRIPTION – VANGUARD DRIVE (60FT R.O.W.)

Part of the South 1/2 of Section 19, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 60-Foot R.O.W. who's centerline is described as commencing at the Southwest corner of said Section 19, said point being Remonumentation corner recorded in Liber 21052, on page 154,

May 5, 2020 Study

Oakland County Records; thence N00°13'31"W, 4.99 feet along the West line of Section 19 to a Property Controlling Corner, (previously recorded as the Southwest Corner of Section 19, T.3N., R.10E.), said point being the westerly extension of the south line of Vanguard Drive, variable width -public (as recorded in Liber 41530, Pages 389-391, Oakland County Records); thence continuing N00°13'31"W, 30.00 feet to a point on said West line of Section 19, said point being the centerline intersection of US-24 (Telegraph Road) and Vanguard Drive, said point also being the POINT OF BEGINNING; thence along the Centerline of Vanguard Drive S89°16'27"E, 2275.83 feet to the POINT OF ENDING.

All bearings are in relation to the Replat No. 4 to Oakland County Condominium Subdivision Plan No. 1451, Exhibit "B" to the Master Deed of OP Condominium, Oakland County Records.

2. Vanguard Drive is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.

3. Vanguard Drive is a public street and is for public street purposes.

4. Vanguard Drive is accepted into the municipal street system and is open to the public for public street use on or before July 25, 2019.

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

No: None

Resolution Passed.

20-183 **Suspend the rules to vote on agenda item #9.** Moved by Councilperson Miller and second by Councilperson Waterman.

Ayes: Tylor-Burks, Waterman, Williams, Miller and Pietila

No: Carter

Motion Carried.

20-184 **Resolution to approve the Annual Michigan Department of Transportation (MDOT) Act 51 Map Report as prepared by Dan Ringo, Interim DPW Director, adding Diston Road (130 ft. R.O.W.) and that (1) the center line of said street is described as: Part of the East 1/2 of Section 32, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as: A 130-Foot R.O.W. who's centerline is described as commencing at the Southeast corner of said Section 32; thence N01°31'W, 2006.42 feet along the East Line of said section 32 to a point of curvature; thence 304.12 feet along a curve to the left (radius 430.00 feet, central angle 40°31'24", long chord bears N21°46'42"W 297.82 feet) to a point, said point being the centerline intersection of Franklin and Diston Road, said point also being the POINT OF BEGINNING; thence continuing along the centerline of Diston Road 369.30 feet along a curve to the left (radius 430.00 feet, central angle 49°12'26", long chord bears N66°38'37"W 358.05 feet) to a point of tangency; thence continuing along the Centerline of Diston Road S88°45'10"W, 684.56 feet to the POINT OF ENDING, All bearings are in relation to Ball Park Subdivision (recorded as Document Number 23319, Liber 46 of Plats on Page 8, Oakland County Records); (2) Diston Road is located in City of Pontiac right-of-way and is under the control of the City of Pontiac; (3) Diston**

May 5, 2020 Study

Road is a public street and is for public street purposes; and (4) Diston Road is accepted into the municipal street system and is open to the public for public street use on or before December 31, 2019. Moved by Councilperson Miller and second by Councilperson Pietila.

WHEREAS, the City of Pontiac did on or before July 30, 2019 acquire title to Diston Drive, and
WHEREAS, it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended, and;

NOW, THEREFORE IT IS RESOLVED:

1. That the center line of said street is described as:

**ROAD CENTERLINE DESCRIPTION - DISTON ROAD
(130 ft. R.O.W.)**

Part of the East 1/2 of Section 32, T.3N., R.10E, City of Pontiac, Oakland County, Michigan being more particularly described as:

A 130-Foot R.O.W. who's centerline is described as commencing at the Southeast corner of said Section 32; thence N01°31'W, 2006.42 feet along the East Line of said section 32 to a point of curvature; thence 304.12 feet along a curve to the left (radius 430.00 feet, central angle 40°31'24", long chord bears N21°46'42"W 297.82 feet) to a point, said point being the centerline intersection of Franklin and Diston Road, said point also being the POINT OF BEGINNING;

thence continuing along the centerline of Diston Road 369.30 feet along a curve to the left (radius 430.00 feet, central angle 49°12'26", long chord bears N66°38'37"W 358.05 feet) to a point of tangency; thence continuing along the Centerline of Diston Road S88°45'10"W, 684.56 feet to the POINT OF ENDING.

All bearings are in relation to Ball Park Subdivision (recorded as Document Number 23319, Liber 46 of Plats on Page 8, Oakland County Records)

2. Diston Road is located in City of Pontiac right-of-way and is under the control of the City of Pontiac.
3. Diston Road is a public street and is for public street purposes.
4. Diston Road is accepted into the municipal street system and is open to the public for public street use on or before December 31, 2019.

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

No: None

Resolution Passed.

Mayoral Monthly Reports

Received Monthly Check Register. (The check registers for March 13, 20 and 27, 2020; April 3, 9 and 17, 2020 are attached. The check register for April 24, 2020 has not been posted on the website.)

Received Personnel Monthly Staff Report

Received City Credit Card Statement

(Per the Mayor's office, the PNC April credit card statement has been sent to City Council.)

Communications from the Mayor

May 5, 2020 Study

Proclamation – Mental Health Awareness Month – May 2020. This will be back next week with a joint Resolution from the Mayor and City Council.

Received 2020-2021 Budget Calendar

Received Blight & Demolition Report

Point of Privilege to Councilwoman Patrice Waterman.

Adjournment

Council President Kermit Williams adjourned the meeting at 9:19 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

PROCLAMATION

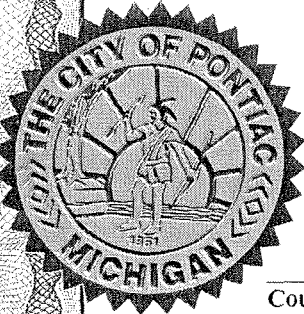
City of Pontiac
PROCLAMATION

In Recognition of May 2020

MENTAL HEALTH AWARENESS MONTH

- WHEREAS,** mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and
- WHEREAS,** at least 8.4 million Americans provide care to an adult with an emotional or mental illness; and
- WHEREAS,** 17% of youth (6-17 years) experience a mental health disorder that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and
- WHEREAS,** May 7th has been designated the National Children's Mental Health Awareness Day; and
- WHEREAS,** one in eight of all visits to U.S. emergency departments are related to mental health and substance use disorders; and
- WHEREAS,** mental illness is biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and
- WHEREAS,** mental health recovery is a journey of healing and transformation, enabling people with a mental illness to live in a community of his or her choice while striving to achieve his or her full potential; and
- WHEREAS,** mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and fully participate and contribute to our society, but also enriches the culture of our community life; and
- WHEREAS,** the Oakland County Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.

NOW, THEREFORE, BE IT RESOLVED, I, Dr. Deirdre Waterman, Mayor of the City of Pontiac, in conjunction with the Pontiac City Council, on behalf of the entire community, by this Proclamation, recognize May 2020 as Mental Health Month and join in OCHN's call to our citizens, government agencies, public and private institutions, businesses and schools to recommit our state to increasing awareness and understanding of mental illness, and the need for appropriate and accessible services for all people with mental illnesses to promote recovery.



Mayor Deirdre Waterman

Council President Kermit Williams

Council President Pro-Tem Randy Carter

Councilwoman Patrice Waterman

Councilwoman Mary Pietila

Councilwoman Gloria Miller

Councilwoman Doris Taylor Burks

#3

PROCLAMATION

City of Pontiac

PROCLAMATION

In Recognition of the Pontiac's Native Son & National Football League Draftee

KJ HAMLER

May 12, 2020

WHEREAS, the people of Pontiac are proud to honor Pontiac's Native Son KJ Hamler, a standout athlete in Pontiac Youth Recreation where he participated and showed promise in youth sports; and

WHEREAS, KJ Hamler continued his stellar journey at Orchard Lake St. Mary's Preparatory School where he led the team in capturing back-to-back Michigan state football championship titles in 2014 and 2015, before moving on to finish his high school career at IMG Academy in Florida; and

WHEREAS, KJ Hamler excelled on the gridiron as a collegiate football player, quickly establishing himself as one of the best all-purpose players in the country, breaking speed records and gaining notoriety as an All-Big Ten selection while playing wide receiver at Penn State; and

WHEREAS, KJ Hamler also excelled in the classroom at Penn and continues to be a role model for fellow students on and off the field; and

WHEREAS, it is a pleasure to grant this expression of the City's esteem to KJ Hamler upon his selection by the Denver Broncos in the 2020 National Football League Draft.

NOW, THEREFORE, BE IT RESOLVED, I, Dr. Deirdre Waterman, Mayor of the City of Pontiac, in conjunction with the Pontiac City Council, on behalf of the entire community, by this Proclamation, do hereby honor and recognize KJ Hamler, one of Pontiac's most promising and remarkable athletes, for his outstanding athleticism and sportsmanship and extend our best wishes to him for many years of success in his career.



Mayor Deirdre Waterman

Council President Kermit Williams

Council Pro Tem Randy Carter

Councilwoman Patrice Waterman

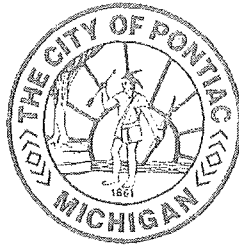
Councilwoman Mary Pietila

Councilwoman Gloria Miller

Councilwoman Doris Taylor Burks

#4

**COMMUNICATION
FROM THE
MAYOR**



DR. DEIRDRE WATERMAN
MAYOR
CITY OF PONTIAC

May 1, 2020

MAYOR'S PROPOSED BUDGET FOR FISCAL YEARS 2021-2025

Dear Honorable Council Members and Citizens of Pontiac:

As Mayor of the City of Pontiac and in accordance with the Michigan Uniform Budget Act, (PA 2 of 1968 as amended) and Article V, Chapter 1 of the City of Pontiac Charter, I am submitting for your consideration the proposed budgets for fiscal years 2021, 2022, 2023, 2024, and 2025. The fiscal year for the five budgets begins on July 1st and ends on June 30th. As mandated by the State of Michigan, all funds are structurally balanced and are based on estimated revenues, expenditures, and available fund balances.

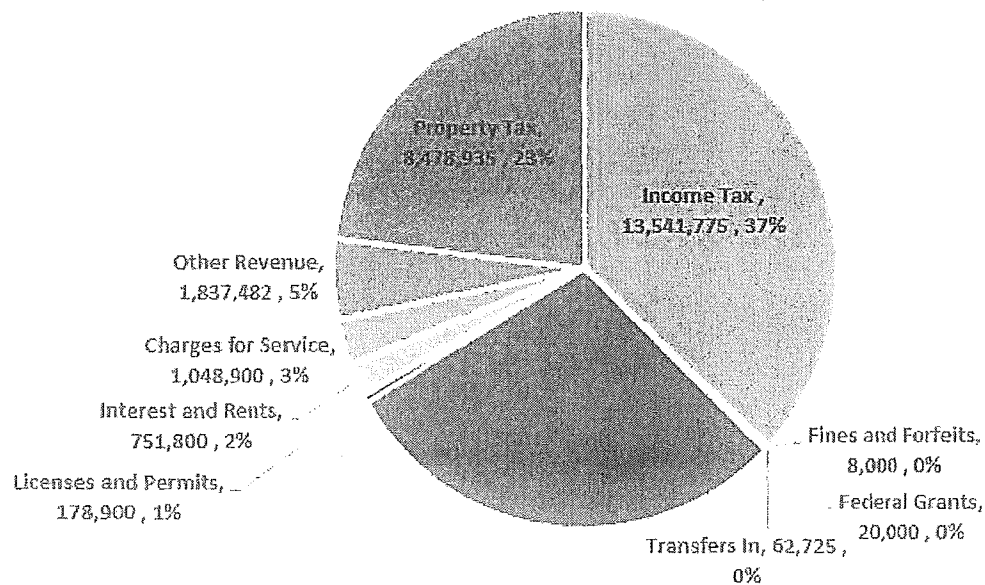
The total FY 2021 Proposed Annual Budget for the City of Pontiac is \$99,637,873. When compared to FY 2020 (\$83,494,180.00) this reflects an increase of 19.3%, or a difference of \$16,143,696. Per the budget, this assumes that the city will need to provide a means of financing for the necessary repairs for the city to be in compliance with the Phoenix Center Settlement agreement. Failure to begin the necessary repairs as soon as possible will put the city and its residents in danger of possible penalties and tax levies due to a breach in the agreement – a danger that neither the city nor the residents can afford, which is illustrated in the paragraphs below.

That being said, the estimation of available fund balance is based upon the successful fulfillment of the settlement agreements of the Phoenix Center and CPREA retiree health litigations. There is a November 1, 2020 deadline for the Phoenix Center settlement agreement which was approved by City Council in November 2018. Settlement terms for the CPREA retiree health litigation will restore city obligated health insurance coverages to our eligible retirees once the plan is approved by the IRS. Failure of the city to successfully complete either of these terms of agreement would adversely affect the financial stability and the good bond rating status that the city has now achieved.

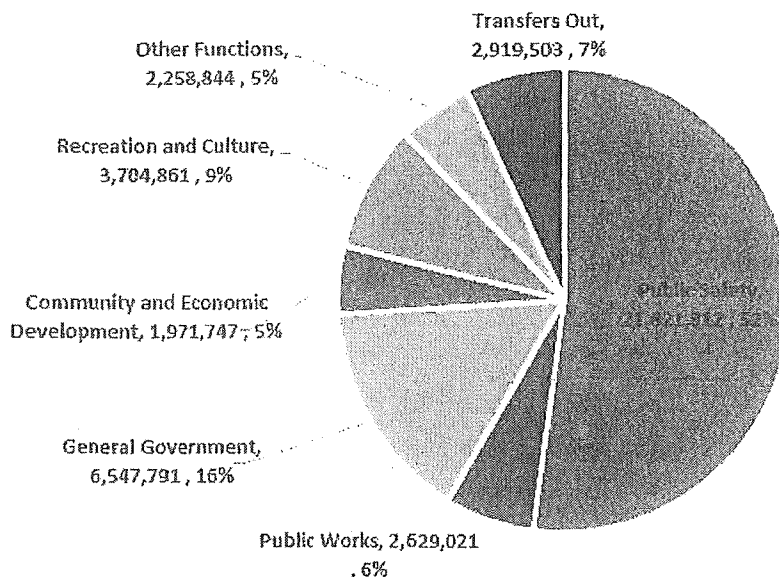
Current financial projections indicate that the total General Fund balance will remain at an appropriate level of \$20,924,754 by the end of FY 2020, of which \$15,594,724 is unassigned fund balance available for use in the FY 2021 budget. For the FY 2021 general fund budget, we have considered the impact of the COVID 19 virus on both the city's state shared revenue and income tax revenue. For state shared revenue, we have used the State's most recent estimate of state shared revenue for FY 2021 available which is dated as of February 6, 2020. Due to this estimate being dated before social distancing measures were enforced, the city's proposed FY 2021 budget reflects a 5% decrease from the State's estimate. As of the date of this letter, the State has not released any substantially reliable estimates that consider the impact for COVID 19 for FY 2021 state shared revenue. Those estimates are expected sometime in May 2020. In terms of income tax revenue and the impact of the COVID 19 virus, initial revenue trends and increased economic development in the city resulted in an estimated FY 2021 income tax revenue of \$16,770,000 before the State initiated social distancing measures. For conservatism, the proposed FY 2021 budget reflects a 15% decrease from that amount for an estimated gross income tax revenue of \$14,254,500.

This is a decrease of \$107,675 from current FY 2020 projected income tax revenue when netted against estimated refunds. Due to the unknown nature of the true impact of the COVID 19 virus on two major sources of revenue for the city, we intend to monitor trends and information as it becomes available and provide Council with any necessary budget amendments to revenue during FY 2021. The proposed general fund budget for FY 2021 reflects total revenues of \$36,559,302 and total expenditures of \$41,853,579 for a total use of fund balance of \$5,294,277. A breakdown of these figures can be seen below:

General Fund Revenues FY 2021



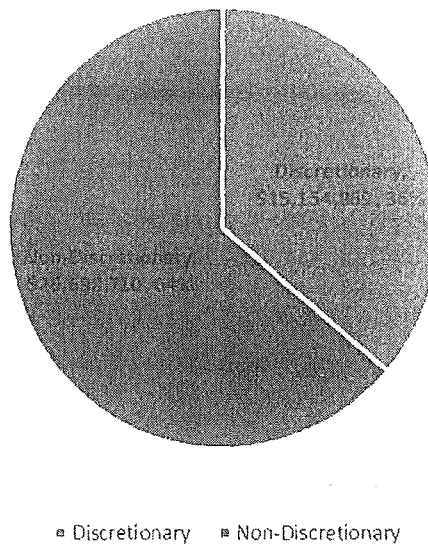
General Fund Expenditures FY 2021



The use of the \$5,294,277 of fund balance is detailed as follows:

Fund Balance Category	19-20 Projected Fund Balance	Use of fund balance	20-21 Mayor's Recommended Fund Balance
Non Spendable	30,030	-	30,030
Committed - Purchase of PYREC	3,200,000	(3,150,000)	50,000
Assigned - Phoenix Center Settlement payment	2,100,000	(700,000)	1,400,000
Unassigned	15,594,724	(1,444,277) *	14,150,447
Total	20,924,754	(5,294,277)	15,630,477
Income Tax Loss due to COVID 19 (estimated)	(107,675)		
State Shared Revenue Loss due to COVID-19 (estimated)	(39,945)		
Increase of Oakland County Sheriff contract & addition of DPU Unit	(537,225)		
Increase of Waterford Township Fire Department contract	(384,657)		
Increase of Police and Fire Pension contribution based on actuarial study	(413,550)		
All other revenues net of expenditures	38,775		
	(1,444,277) *		

The use of unassigned fund balance is mainly related to non-discretionary costs due to previously executed contracts and pension requirements. Below is a chart showing the discretionary vs non-discretionary costs in the general fund:



Due to the lack of discretionary costs available for budget reduction and expected decreases in revenue due to the impact of the COVID 19 virus, a use of unassigned fund balance is necessary in order to provide the same level of service to the residents of the city in FY 2021.

Further, this impact to fund balance limits the city in the ability to provide general fund dollars to fund other ambitions, such as \$140M in estimated total road project repairs and \$7.5M needed to fund a fully operational DPW snow plowing fleet and salt barn. Additionally, the Deputy Mayor and Finance Department are conducting a feasibility study to determine the cost effectiveness of in-sourcing the administration and implementation of federal grant programs. Previously the city had a staff of 5 people to administer federal grants.

Fortunately, the city's past efforts to improve its finances and gradually increase the unassigned fund balance of the general fund year over year has shielded the city from the necessity to drastically scale down operations during the unforeseen circumstance of the COVID 19 virus. In fact, this exact type of unforeseen circumstance is why municipalities are recommended to keep fund balances at a healthy level. A \$14,150,268 budgeted unassigned fund balance for FY 2021 leaves ample availability for additional use of fund balance if budgeted revenue must be decreased further than currently estimated once the full impact of the COVID 19 virus is known, while also staying in compliance with the city's fund balance policies.

In closing, I would like to express my appreciation to the city's outstanding workforce who strives to provide the dependable city services, especially during these uncertain times. I would also like to commend the Executive staff and Finance department for their contributions in the preparation of this year's annual budget.

Thank you also to the City Council President and Council members for your input in the development of this budget. Through a cooperative effort, we can continue to plan and build the city's path toward economic recovery and viability.

Respectfully submitted,

Mayor Deirdre Waterman

Dr. Deirdre Waterman
Mayor
City of Pontiac

#7

PRESENTATION

**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)

Review Team

Financial Advisor

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

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)
Job Creation 9(f) (6)

Planning Staff and Planning Advisor

Staff
Vern Gustafsson and Donovan Smith
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)

Planning Advisor to the City Clerk
Giffels Webster
Jill Bahm, AICP, Partner
Compliance Review of Planning

Legal Advisor

Legal Advisor to the City Clerk
Kirk, Huth, Lange and
Badalamenti, PLC
Robert S. Huth, Jr., Esq.
Application Sections to Review
Content and Sufficiency
Patient Education subcategory
9(f) (1)

**Compliance Review for Non-
Planning Sections**

Building

Wade Trim
**Application Sections to
Review**
Content and Sufficiency
Facility subcategory 9(f)(1)

Fire
Waterford Regional
**Application Sections to
Review**
Content and Sufficiency
Facility subcategory 9(f)(1)

Medical Marihuana Application Appeals

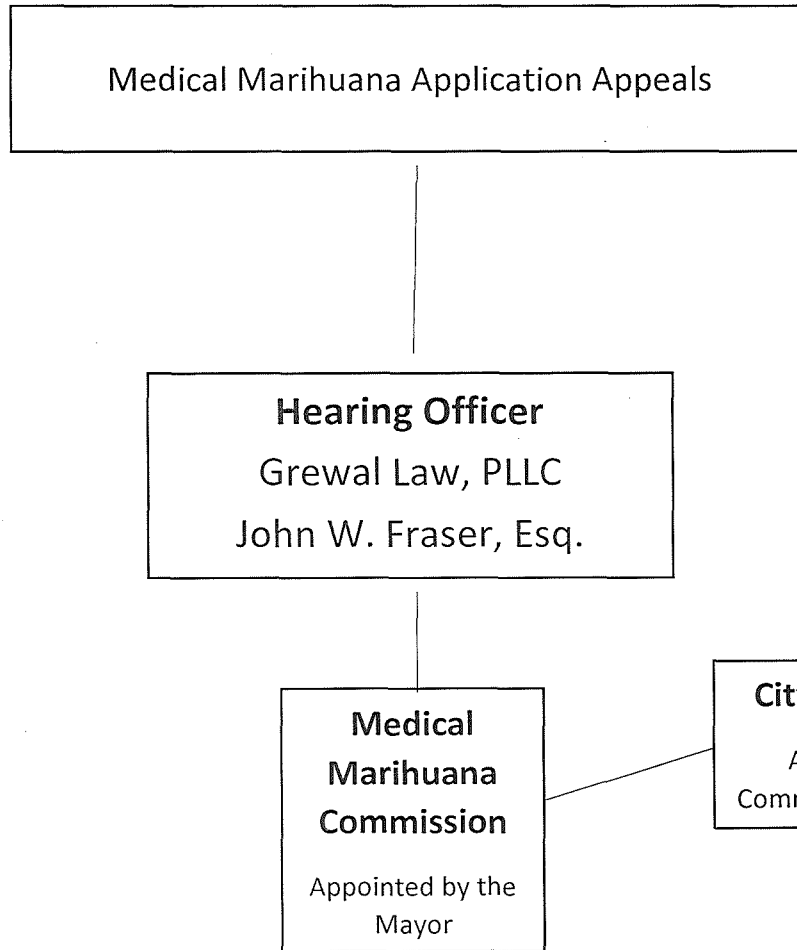
Hearing Officer
Grewal Law, PLLC
John W. Fraser, Esq.

**Medical
Marihuana
Commission**

Appointed by the
Mayor

City Council

Approves
Commission Rules



**Financial Advisor
to the
City Clerk**

Sherman J Taylor, JD CPA

Tax | Consulting | Accounting | Advisory

Sherman J Taylor JD CPA received his bachelor's degree in Business Administration in Accounting and Taxation from Grand Valley State University in 2008. From there, he moved to Washington D.C. to begin working with *Truist, Inc. (now Frontstream)* a technology company which leverages technology to facilitate corporate giving. After working with local non-profits including the Internal Revenue Service's low-income taxpayer clinic at Howard University, he went on to study public interest law at the University of the District Columbia's David A. Clarke School of Law. As a student, he worked in both the low-income taxpayer's clinic as well as the community development clinic. Upon graduating, he accepted an offer to work for a boutique CPA firm focused on providing valuation and litigation support services. As a senior staff accountant, he led engagements focused on projecting cash flow and forecasting sales trends to evaluate the worth and viability of both budding and established enterprises.

His work with Michigan Cannabis companies began in 2017 – assisting several firms in the application process and beyond. Since then, he has continued to provide accounting, tax, and legal services to several cannabis companies in and around the state of Michigan. He's given multiple lectures on cannabis taxation and wrote numerous periodicals including, "*When money grows on Michigan Trees, The Taxation of Medical Marihuana under the Michigan Medical Marijuana Facilities Licensing Act,*" published in the Oakland County Bar Journal in 2018.

**Legal Advisor
to the
City Clerk**

Rob Huth attended Murray State University (B.S. and chosen "Outstanding Student Leader" by Faculty) and received his Juris Doctorate from the Michigan State University (cum laude) in 1989. While in law school, Mr. Huth wrote for the Law Review.

Rob was ranked first academically in his class when he accepted an offer to join the Dykema law firm as a summer associate. He practiced at Dykema until he left in 1992 to run for U.S. Congress. Mr. Huth served as a Harrison Township Trustee from 1988 until 1992. In August of 1992 Rob joined Robert Kirk to start building a Macomb County Law firm.

Mr. Huth has been appointed by the Attorney General as a Macomb County Public Administrator and Special Assistant Attorney General. Rob is a member of the Municipal Law Section of the Michigan Bar Association. He has served as Shelby Township Attorney since 1996 and Harrison Township Attorney since 2006. He works to assist the firm in its representation of more than 30 other municipal corporations.

Rob's expertise is in municipal matters relating to litigation, ordinance drafting and misdemeanor prosecutions and general litigation. During the "Great Recession" he was appointed a founding member of the Michigan Government Turnaround Association and in that capacity was often called upon by the Michigan Treasurer to assist municipalities during difficult financial times.

Rob, Suzanne and their three children enjoy spending time in Northern Michigan. Rob's favorite outdoors activities are ice fishing and snowboarding. Since 2010 Rob and Suzanne are happy they have been able to find time to help Detroit Loyola High School.

Practice Areas

Labor and Employment Law & Litigation

Probate & Estate Planning

Municipal Law & Litigation

Business Law & Commercial Litigation

Personal Injury

Background

Education:

Murray State University (B.S., 1985)

Michigan State University (J.D. with Honors, 1989)

Bar:

Eastern District for the State of Michigan

Michigan

Affiliation & Honors

Notre Dame Prep Board Member 2009-2019

Loyola High School Detroit football supporter 2010 to present

Member St. Andrews Catholic Church 15 years

Member of various groups that support Thoroughbred Horse Racing

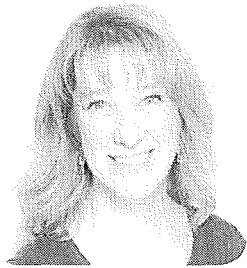
"This law firm has a number of knowledgeable and cordial attorneys to help with most types of cases. Hired them because they were highly recommended."

D M Peters

[VIEW ALL TESTIMONIALS](#)

Three Communities Sue Drugmakers Over Opioids

**Planning Advisor
to the
City Clerk**



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

Medical Marihuana Hearing Officer

John W. Fraser

2290 Science Parkway
Okemos, MI 48864

517-393-3000
jfraser@4grewal.com

EDUCATION

Michigan State University College of Law, East Lansing, MI

Juris Doctor, *summa cum laude*, May 2015

- GPA 4.0, Class Rank: 1/259
- Jurisprudence Awards (highest grade) in: Mortgages; Law & Interpretation; Federal Jurisdiction; Antitrust Law; Copyright Law; Constitutional Law II; Equity; Property; Contracts; and Research, Writing & Analysis
- Michigan State Law Review, Managing Editor

Central Michigan University, Mt. Pleasant, MI

Bachelor of Science, *cum laude*, Philosophy and Political Science, May 2011

PROFESSIONAL LICENSES

State Bar of Michigan – Licensed to practice in all State of Michigan courts.

United States Court of Appeals for the Sixth Circuit.

United States District Court for the Eastern District of Michigan.

United States District Court for the Western District of Michigan.

United States District Court for the District of Colorado.

United States District Court for the Southern District of Indiana.

LEGAL EXPERIENCE

Grewal Law PLLC, Okemos, MI

Associate Attorney, September 2017 – Present

- Practice Areas: Cannabis law, criminal law, civil litigation, business law and litigation, and appellate law.
- Practice Group Leader for Firm's Cannabis Law practice group.
- Select Professional Experience:
 - Represent Entrepreneurs and Investors from inception through licensure and beyond for medical and adult-use marijuana businesses.
 - Successfully represented businesses secure medical and adult-use marijuana licensing in municipalities across the State of Michigan.
 - Successfully represented applicants initially denied by the Bureau of Medical Marijuana Regulation secure licensure through administrative and appellate processes.
 - Draft and Evaluate Medical and Adult-Use Marijuana Business Applications and Materials in accordance with local municipal ordinances, Medical Marijuana Facilities Licensing Act, Michigan Regulation and Taxation of Marijuana Act, and all applicable rules promulgated by Marijuana Regulatory Agency.
 - Argued *People v. Shae Lynn Mullins* before the Michigan Supreme Court in May 2019.

White Law PLLC, Okemos, MI

Associate Attorney, October 2015 – August 2017

- Practice Areas: Civil litigation, business law and litigation, appellate law, criminal law, estate planning, real property law, and intellectual property law.
- Select Professional Experience:
 - January 2016 – April 2017 – Successfully argued and won a motion for immunity under Section 4 of the Michigan Medical Marihuana Act following a two-day evidentiary hearing, resulting in dismissal of numerous felony charges in the 30th Circuit Court. The People appealed, and the Court of Appeals unanimously affirmed in favor of my client in a published opinion in *People v Mammel*, Michigan Court of Appeals Docket No. 331408.

ACADEMIC EXPERIENCE

Western Michigan University Cooley Law School, Lansing, MI

Adjunct Professor of Law, August 2018 – Present

- Teach Course on Medical Marijuana and the Law.

AWARDS AND RECOGNITIONS

March 2018 – Named one of the Top 5 Lawyers Under 35 By the Ingham County Bar Association

2018 – Named to the Council of the Marijuana Law Section of the State Bar of Michigan.

October 2018 – Recognized as a “Pioneer” in the area of Marijuana Law by the Marijuana Law Section.

October 2018 – October 2019 – Served as Secretary/Treasurer of the Marijuana Law Section of the State Bar of Michigan.

October 2019 – Present – Chair-Elect of the Marijuana Law Section of the State Bar of Michigan

SELECT PUBLICATIONS

John W. Fraser & Ashlee N. Lynn, *Family Law Issues in Medical Marijuana: A Smokey Situation*, INGHAM COUNTY BAR ASSOCIATION BRIEFS, Forthcoming 2018.

John W. Fraser, *People v. Mammel*, INGHAM COUNTY BAR ASSOCIATION BRIEFS, May 2017, at 16.

John W. Fraser, *Ain't Too Proud to Beg? Anti-Begging Laws' First Amendment Problem*, 26 U. FLA. J.L. & PUB. POL'Y (2015).

SELECT SPEAKING ENGAGEMENTS

February 1, 2020 – Ingham County Bar Association Bench Bar Conference, *Primer on Marijuana Legal Issues*.

October 25, 2019 – Marijuana Law Section Annual Conference, *Practical Advice from Bench* (moderated panel discussion with Supreme Court Chief Justice Bridget Mary McCormack, Court of Appeals Judge Amy Ronayne Krause, Genesee Circuit Judge Joseph Farah, and Tuscola Circuit Judge Amy Gierhart).

June 13, 2019 – Marijuana Law Section, *An Overview of the MRTMA: Permissions, Prohibitions, and the Interplay with Other Criminal Statutes* (co-presented with Allison Arnold and Bernard Jocus).

February 16, 2019 – State Bar of Michigan's Criminal Law Section Winter Conference, *Prohibition Repealed: Breaking Down the MRTMA*.

January 25, 2019 – Ingham County Bar Association – Real Property Section, *Prohibition Repealed: Breaking Down the MRTMA*.

January 4, 2019 – Ingham County Bar Association – Criminal Law Section, *Prohibition Repealed: Breaking Down the MRTMA*.

October 26-27, 2018 – Marijuana Law Section Annual Conference, *Choice of Entity for License Application* (co-presented with Joseph Angell, CPA) & *Litigation Issues in MJ Defense*.

April 2018 – Marijuana Law Section Criminal Bootcamp, *Immunity Under the MMA – State and Federal Considerations*.

#8

PRESENTATION



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

DATE: MAY 7, 2020

RE: **SPECIAL PRESENTATION**
Report of AUCH/IDS on Estimation of Cost and Phasing of Phoenix
Center Settlement Improvements and Scheduling of Special Meeting
regarding Options for Funding

Background

The IDS Cost Estimate Report is a deliverable to the City pursuant to the contract for architectural and engineering services approved by City Council. It is a significant part of the services the City is paying for and the Council approved.

Presentation of the report to Council allows the details and cost estimate numbers to be made part of the City's public record and available for the Council to use when determining action necessary to resolve matters involving the Phoenix Center.



CITY OF PONTIAC PHOENIX CENTER RENOVATION

SCHEMATIC DESIGN & ESTIMATE REVIEW

MAY 1, 2020



Table of Contents

- Process Flow Chart
- Project Milestone Schedule
- Schematic Plan (Typical Floor Plan Referencing Work Scopes)
- Schematic Cost Estimate
- Commitment of Funds
- Next Steps
- Questions and Answers
- Clarifications

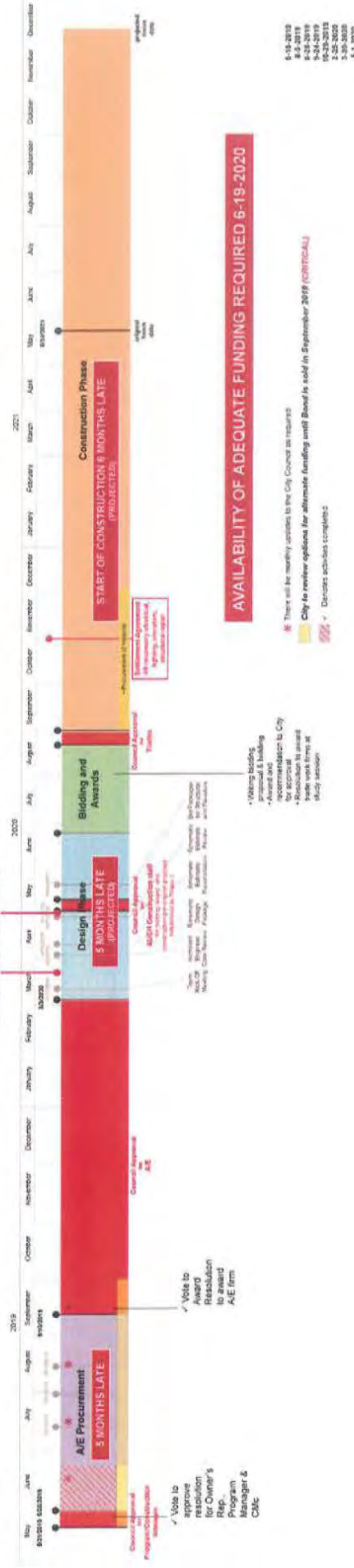
Process Flow Chart



Project Milestone Schedule

CITY OF PONTIAC PHOENIX CENTER PRELIMINARY RESTORATION TIMELINE
UPDATED MARCH 20, 2020 TO SHOW CURRENT STATUS OF CRITICAL ACTIVITIES

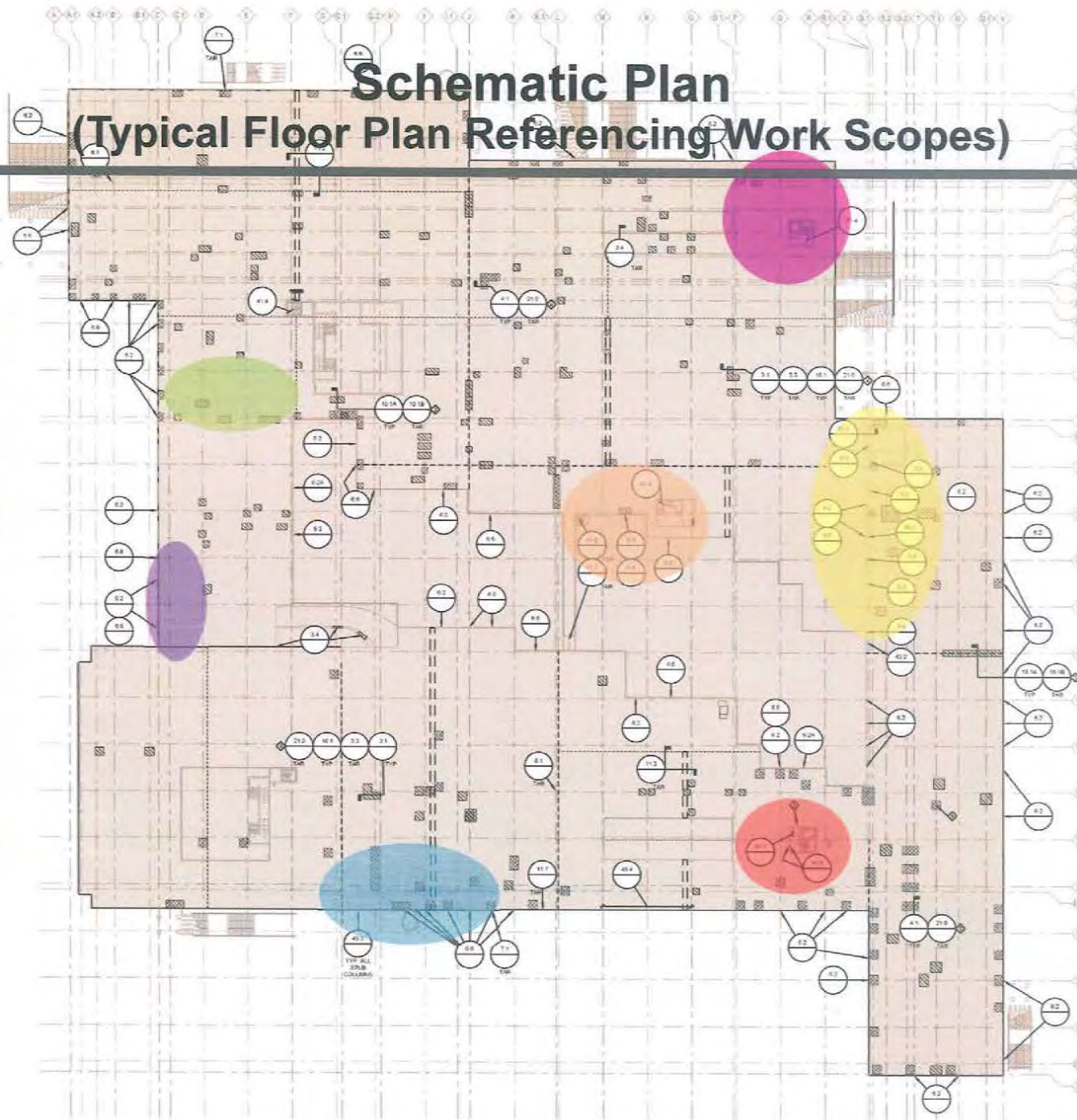
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Schematic Plan

(Typical Floor Plan Referencing Work Scopes)












- Structural
- Architectural Renovation
- Elevators
- Plumbing
- HVAC
- Fire Protection
- Electrical



Schematic Cost Estimate

The City of Pontiac					
Phoenix Center Renovation					
Cost Summary by Category					
Item Description	Critical Costs	Necessary Costs	Recommended Costs	Plaza Costs	Total Costs
Structural	\$4,796,858	\$0	\$0	\$0	\$4,796,858
Architectural Renovations	\$2,200,015	\$818,454	\$979,804	\$840,322	\$4,838,596
Elevators	\$964,062	\$896,573	\$0	\$504,965	\$2,365,601
Plumbing	\$373,248	\$5,123	\$0	\$347,164	\$725,535
HVAC	\$210,814	\$47,635	\$0	\$118,580	\$377,029
Fire Protection	\$341,296	\$0	\$0	\$0	\$341,296
Electrical	\$5,956,498	\$51,233	\$180,730	\$1,149,108	\$7,337,568
Totals	\$14,842,791	\$1,819,018	\$1,160,534	\$2,960,139	\$20,782,482

Limited Funding of \$7M

Activity Name	Start	Finish	2020							
			Qtr 3			Qtr 4			2	
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	
Pontiac Phoenix Center Renovation Project - Cost Summary										
Project Cash Flow										
Available Funds										
Available Funds - \$7,000,000	7-7-20*	7-28-20		Available Funds - \$7,000,000						
Contracted Funds										
Contracted Funds Structural, Long Lead and Elevator - \$7,612,459	7-7-20	7-28-20		Contracted Funds Structural, Long Lead and Elevator - \$7,612,459						
Contracted Funds Remaining - \$13,170,023	7-29-20*	9-8-20		Contracted Funds Remaining - \$13,170,023						
Bid Packages										
Structural - \$4,796,858	7-7-20	7-7-20		Structural - \$4,796,858						
Long Lead Purchases - \$450,000	7-28-20*	7-28-20		Long Lead Purchases - \$450,000						
Elevators - \$2,365,601	7-28-20*	7-28-20		Elevators - \$2,365,601						
Architectural - \$4,838,596	9-8-20*	9-8-20		 Architectural - \$4,838,596						
Plumbing - \$725,535	9-8-20*	9-8-20		 Plumbing - \$725,535						
HVAC- \$377,029	9-8-20*	9-8-20		 HVAC- \$377,029						
Fire Protection - \$341,296	9-8-20*	9-8-20		 Fire Protection - \$341,296						
Electrical - \$6,887,568	9-8-20*	9-8-20		 Electrical - \$6,887,568						

Next Steps

Let's take a closer look at the Timeline....

Important Project Milestones Phoenix Center Garage Renovation

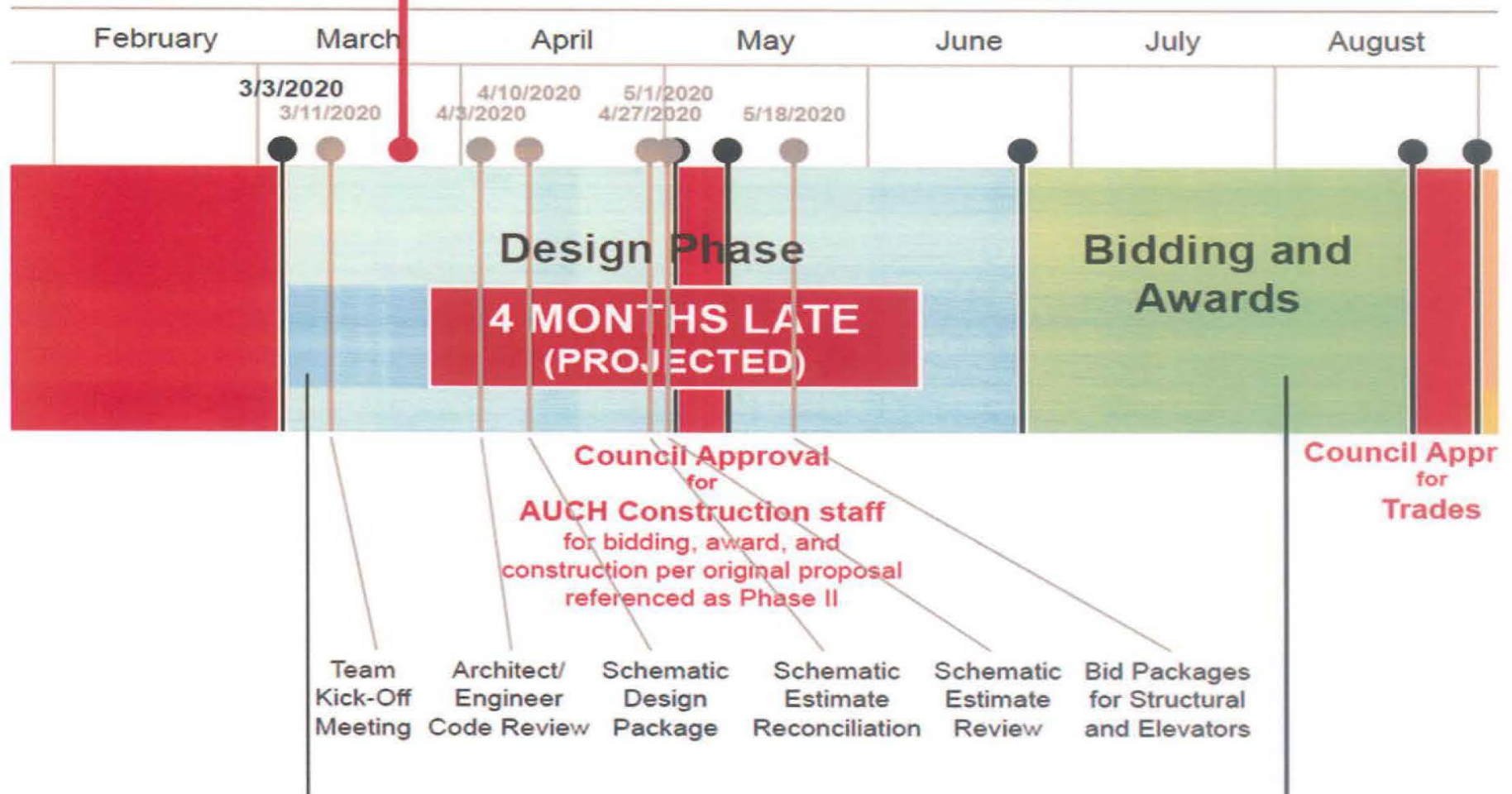
Team Kick-Off Meeting	March 11, 2020
Architect/Engineer Code Review	April 3, 2020
Schematic Design Package	April 10, 2020
Schematic Estimate Reconciliation	April 27, 2020
Schematic Estimate Review	May 1, 2020
Bid Packages for Structural and Elevators	May 18, 2020



AUCH and IDS are available to meet upon request to present/receive input to City Council and Staff

MAR 20

2020



Why can't the City just do what it can with what's in the General Fund Balance?

1. Maintenance and Improvements.

The City **MUST** do all Maintenance and Improvements necessary to bring the Phoenix Center into conformance with the Michigan Building Code.

2. All electrical, lighting, elevator and serious structural repairs.

The City **MUST**, by November 1, 2020, complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck...”.



STEVEN D. SALLIN
Direct Dial No. (248) 623-1962
Direct Fax No. (248) 259-6161
E-Mail: ssallen@maddislaw.com

79422 Northbrook Road • Second Floor • Southfield, MI 48034-1512 • (248) 623-1962 • Fax (248) 259-6162 • www.maddislaw.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,



Won't that mean we are in "Substantial Compliance"??

- The SETTLEMENT AGREEMENT has the same effect as a JUDGMENT
- A JUDGMENT can not be satisfied by "substantially compliance" without the Party that is OWED performance agreeing
- The City is OBLIGATED to pay and perform the work outlined in the SETTLEMENT AGREEMENT

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

OTTAWA TOWER II, LLC, A Michigan
Limited Liability Company, and NORTH
BAY DRYWALL, INC., PROFIT
SHARING PLAN & TRUST, a California
Pension and Profit Sharing Trust,

Case No. 12-130331-CH
Hon. Michael Warren

Plaintiffs/Counter Defendants,

vs.

CONSENT
JUDGMENT

CITY OF PONTIAC, a Michigan Municipal
Corporation, LOUIS SCHIMMEL, an individual
acting as the Emergency Manager of the City of
Pontiac,

Defendants/Counter-Plaintiffs.

IF THE COURT SAYS YOU OWE \$100,000, YOU CAN'T SAY.....

"WELL, I'LL JUST PAY \$50,000, AND CONSIDER THAT AS SUBSTANTIAL COMPLIANCE"

So what needs to Happen NEXT??

MONTH OF MAY

- IDS/AUCH – Complete the Bid Packages
- PONTIAC – Confirm the scope of work and APPROVE a funding source

MONTH OF JUNE

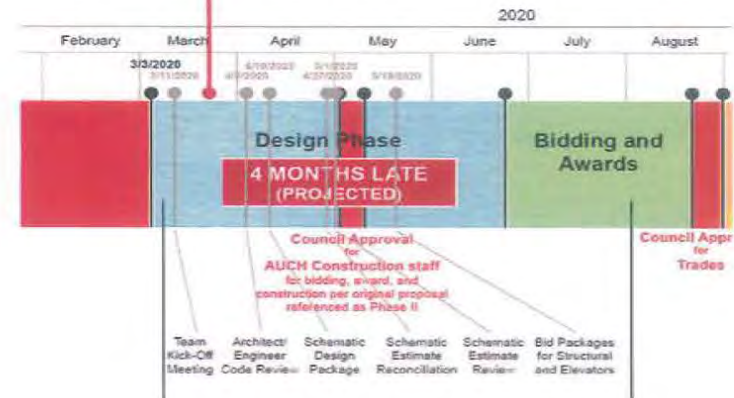
- IDS/AUCH – Release Bids and Time Line
- PONTIAC – SECURE funding source

MONTH OF JULY

- Award Bids, Start Work, Return to Court

The City of Pontiac					
Phoenix Center Renovation					
Cost Summary by Category					
Item Description	Critical Costs	Necessary Costs	Recommended Costs	Plaza Costs	Total Costs
Structural	\$4,935,211	\$0	\$0	\$0	\$4,935,211
Architectural Renovations	\$2,263,469	\$841,839	\$1,008,207	\$864,682	\$4,978,197
Elevators	\$991,868	\$922,190	\$0	\$519,803	\$2,433,862
Plumbing	\$384,013	\$5,270	\$0	\$357,227	\$746,510
HVAC	\$216,894	\$48,996	\$0	\$122,017	\$387,908
Fire Protection	\$351,140	\$0	\$0	\$0	\$351,140
Electrical	\$6,128,298	\$52,697	\$185,969	\$1,182,419	\$7,549,382
Totals	\$15,270,894	\$1,870,991	\$1,194,176	\$3,045,948	\$21,382,009

MAR 20



How can Pontiac pay for this??

GENERAL FUND

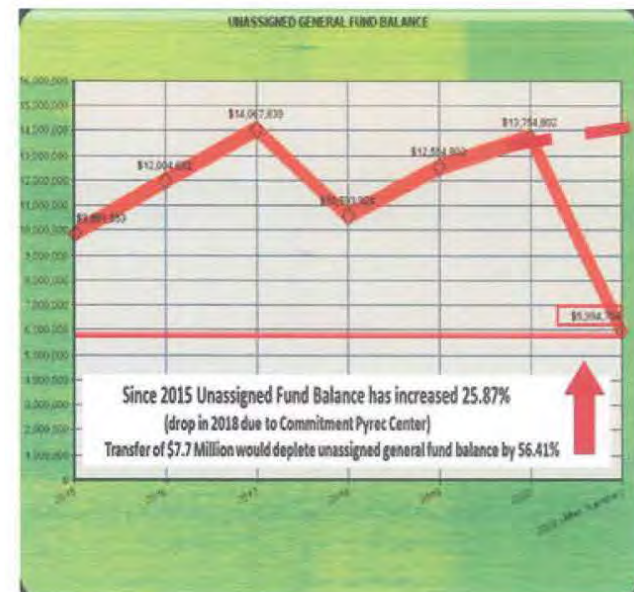
- THERE IS NOT ENOUGH MONEY IN THE CITY'S FUND BALANCE SO TO PAY THIS FROM THE BUDGET WOULD REQUIRE TAX INCREASE

PRIVATE SALE/PARTNERSHIP

- THE CITY COULD SEEK A PUBLIC/PRIVATE PARTNERSHIP

BONDS

- THE CITY CAN ISSUE BONDS, USING ITS GOOD CREDIT RATING, AND PAY OFF ALL OBLIGATIONS OVER MANY YEARS, FROM FORECASTED BUDGET REVENUE AND NO ANTICIPATED NEW TAXES



If the City funds this work, will it start



AVAILABILITY OF FUNDING 8 1/2 MONTHS LATE

proposed S
preliminary
cost
work item
info session

⚠ There will be monthly updates to the City Council as required

City to review options for alternative funding until Bond is sold in September 2019 (CRITICAL)

✓ Denotes activities completed

What happens if the City defaults??

- The OTTAWA TOWER owners would file to take this back to COURT to demand the COURT find PONTIAC in DEFAULT
- The COURT would then consider TWO areas of penalty against PONTIAC:
 - DAMAGES – Ottawa Towers would argue for and claim damages for BREACH asking for a CASH AWARD exceeding \$10 million
 - PERFORMANCE – Ottawa Towers would argue and demand they be permitted to complete the work NOT done by the CITY, that work estimated today to EXCEED \$17 million and MUST be paid by the CITY
- The COURT could assess these damages PLUS all cost and attorney fees of returning the COURT incurred by Ottawa Towers
- PONTIAC COULD BE ASSESSED DAMAGES IN EXCESS OF \$30 MILLION
- PAYMENT COULD BE ORDERED IMMEDIATELY – A ONE TIME LEVY AGAINST EVERY TAXPAYER IN PONTIAC

Clarifications

- Amphitheater Canopy Fabric Repairs are not included in the design, work scope, or cost estimate
- Schematic Cost Estimate is based on work activities being released together, should any work be deferred, cost estimates will need to be updated to show the increase in cost.
- The total replacement of traffic coatings and other alternate repairs not required by the settlement agreement are not included in the design, work scope, or cost estimate. The budget for this work is approximately \$2,830,000.
- The design, work scope, and cost estimate does not include security cameras.
- This cost estimate represents the work of professionals cost estimators and is not a trade contractor bid. Individual trade contractor bids will be solicited with the issuance of the Construction Manager's Bid Package upon release and confirmation of adequate funding by the City.

Structural



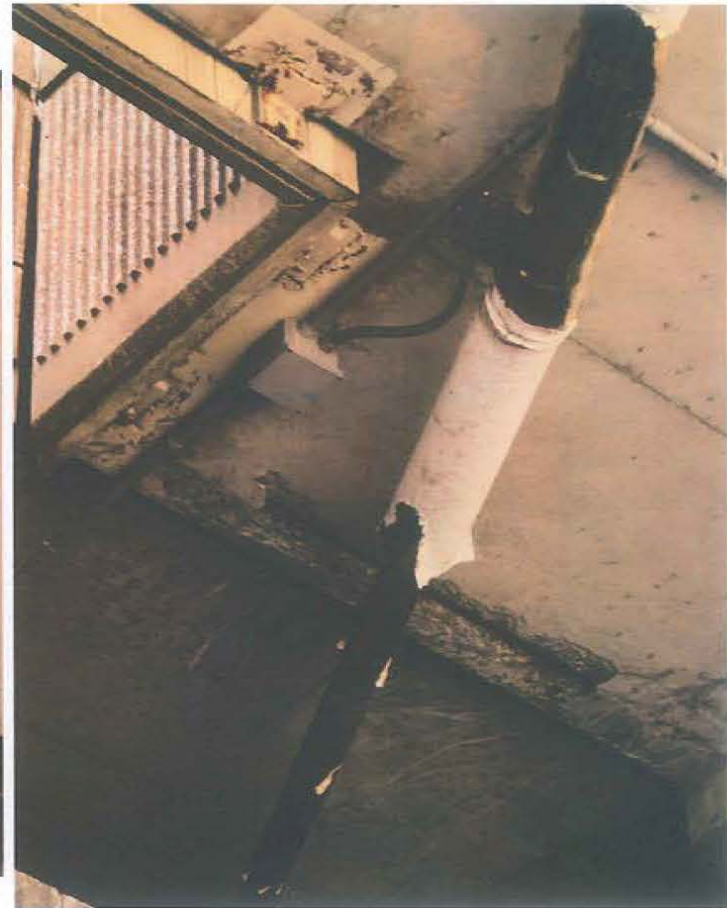
Architectural Renovation



Elevators



Plumbing



HVAC



Fire Protection

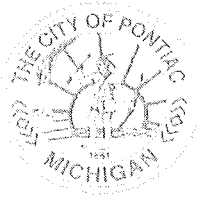


Electrical



#9

ORDINANCE



**EXECUTIVE OFFICE
CITY OF PONTIAC**

47450 Woodward Ave | PONTIAC, MICHIGAN 48342-5009

Mayor Deirdre Waterman

TO: HONORABLE COUNCIL PRESIDENT WILLIAMS AND CITY COUNCIL MEMBERS

FROM: JANE BAIS DISESSA, DEPUTY MAYOR

**CC: MAYOR WATERMAN; ANTHONY CHUBB, CITY ATTORNEY; DAN RINGO, DPW
INTERIM DPW DIRECTOR, AND JOHN BALINT, HRC.**

**SUBJECT: SECOND READING OF AN ORDINANCE TO AMEND CHAPTER 114, TRAFFIC AND
VEHICLES, ARTICLE VI, SNOW EMERGENCY ROUTES.**

DATE: MAY 6, 2020

As prepared by the City Attorney and requested by the City Council, for your consideration, attached is the Ordinance to amend Chapter 114, Traffic and Vehicles, Article VI, Snow Emergency routes. Please note that this is a Second Reading.

Also, please note that approval of this ordinance amendment will require the City Council to amend the City's annual budget by \$7.5 Million dollars. As reported by the Dan Ringo, DPW Interim Director, this will provide the DPW Department with the necessary funds to properly administer the ordinance. A copy of his report dated February 12, 2018 is attached.

In order to meet the directive of this amended ordinance, a resolution to amend the DPW Budget by \$7.5 million is also presented for your consideration. Please note that this resolution is submitted as a separate agenda item.

JBD

Attachment

CITY OF PONTIAC
ORDINANCE NO. _____

AN AMENDMENT TO ORDINANCE CHAPTER 114, *TRAFFIC AND VEHICLES*,
ARTICLE VI, *SNOW EMERGENCY ROUTES*, AS FOLLOWS.

THE CITY OF PONTIAC ORDAINS:

114-186 Definitions.

As used in this article:

Director means the person or in his absence, his duly designated and acting representative, designated by the Mayor as the Director of Public Works.

Second priority streets means all streets not designated snow emergency routes.

Snow Emergency means any occurrence of 3 inches of snowfall or more within a 24-hour period, as recorded by the U.S. Weather Bureau.

Snow emergency routes means those streets designated by the public works and services department and marked as such. These streets will be considered first priority streets for the purpose of this article.

114-187 Declaration of Snow Emergency

(a) A Snow Emergency shall be declared by the Director of Public Works as set forth herein by posting on the City website and in the City Clerk's office.

(b) Upon the declaration of a snow emergency, the Director of Public Works shall direct that all City local streets be plowed within a reasonable amount of time.

(c) If appropriate weather conditions exist, the Director of Public Works shall direct that all City local streets be salted within a reasonable amount of time.

114-1878 Parking on snow emergency routes restricted.

(a) Parking on snow emergency routes shall be prohibited under the following conditions: Whenever the director finds, on the basis of falling snow, sleet, or freezing rain, or on the basis of a forecast the U.S. Weather Bureau or other weather service of snow, sleet or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snowplowing or other purposes, the director shall cause to be put in effect a parking prohibition on parts of or all snow emergency routes as necessary by declaring it in a manner prescribed by this article.

(b) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the director in accordance with this article, except that any street area which has

become clear of snow and ice from curb to curb for a length thereof lying between two successive street intersections shall be automatically excluded therefrom. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a snow emergency route to which it applies.

(c) Nothing in this section shall be construed to permit parking at any time or place where it is forbidden by any other provision of law.

114-1889 Parking on second priority streets.

(a) Whenever the director finds, on the basis of falling snow, sleet, freezing rain, or on the basis of a forecast by the U.S. Weather Bureau or other weather service of snow, sleet, or freezing rain, that weather conditions will make it necessary that parking on city streets be prohibited or restricted for snow plowing and other purposes, the director shall cause to be put into effect a parking prohibition on parts of or all second priority streets between the hours of 12:01 a.m. and 8:00 a.m. in a manner prescribed below:

(1) On days having uneven dates vehicles are prohibited from parking on the side of the street having uneven street numbers.

(2) On days having even dates, vehicles are prohibited from parking on the side of the street having even street numbers.

(b) The prohibition shall remain in effect until terminated by announcement of the director in accordance with this article or until any street area has been substantially clear of snow and ice from curb or median line for the length thereof lying between two successive street intersections on any street to which it applies.

114-1890 Announcement of parking prohibition.

(a) The director shall cause each declaration made by him pursuant to this article to be publicly announced by means of broadcasts and/or telecasts from station(s) with a normal operating range covering the city. He may cause such declaration to be further announced in newspapers of general circulation when feasible. Each announcement shall describe the action taken by the director including the time it became or will become effective, and shall specify the streets or areas affected, except as otherwise provided in section 114-1878 (b).

(b) The director shall make or cause to be made a record of each time and date when any declaration is announced to the public in accordance with this section.

114-1901 Termination of parking restrictions.

Whenever the director shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this article no longer exist, he may declare this prohibition terminated.

114-1912 Erection of signs on snow emergency routes.

On each street designated as a snow emergency route, the public works and services department shall erect signs plainly marking such routes and sufficient in number to apprise the ordinarily observant person that such street or highway is a snow emergency route.

114-1923 Removal of disabled vehicle.

- (a) Whenever a vehicle becomes disabled for any reason on any part of a snow emergency route on which there is a covering of snow, sleet or ice or on which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such snow emergency route.
- (b) No person shall abandon or leave a vehicle in the roadway of a snow emergency route, regardless of whether indicated by a raised hood or otherwise, that the vehicle is disabled, except for the purpose of securing assistance during the actual time necessary to go to a nearby telephone or to a nearby garage, gasoline station, or other place of assistance and return without delay.

114-1934 Removal, impounding and return of vehicles.

- (a) Members of the police department are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety (including but not limited to another place on a street), or to a garage designated or maintained by the police department, or otherwise maintained by this city, when:
 - (1) The vehicle is parked on a part of a snow emergency route on which a parking prohibition is in effect.
 - (2) The vehicle is stalled on a part of a snow emergency route on which there is a covering of snow, sleet, or ice or on which there is a parking prohibition in effect and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this article.
 - (3) The vehicle is parked in violation of any parking ordinance or provision of law and is interfering or about to interfere with snow removal operations.
- (b) No person shall recover any vehicle impounded in accordance with this section except as provided herein. Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been impounded, he shall present to a member of the police department evidence of his identity and right to possession of the vehicle, shall sign a receipt for its return, shall pay the cost of removal and storage.
- (c) It shall be the duty of the police department to keep a record of each vehicle impounded in accordance with this section. The record shall include a description of the vehicle, its license number, the date and time of its removal, where it was removed from, its location, the name and address of its owner and last operator, if known, its final disposition, and the parking violation involved.
- (d) This section shall be supplemented to any other provision of law granting members of the police department authority to remove vehicles.

114-1945 Citation of vehicle parked or left in violation of article.

Whenever any motor vehicle without a driver is found parked or left in violation of any provision of this article, and is not removed and impounded as provided for in section 114-1934, the officer finding such vehicle shall take its registration number and any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation for the driver to answer to the charge against him within the time limit and during the hours and at a place specified in the citation.

114-1956 Failure to respond to citation.

If such owner or operator does not appear in response to a traffic citation affixed to such motor vehicle in accordance with section 114-1945, the parking violations bureau shall send the owner of the motor vehicle to which the traffic citation was affixed a letter informing him of the violation and warning him that in the event such letter is disregarded for a period of ten days a warrant of arrest will be issued.

114-1967 Responsibility of owner for violations.

In any prosecution with regard to a vehicle parked or left in a place or in a condition of any provision of this article, proof that the particular vehicle described in the complaint was parked or left in violation of a provision of this article, together with proof that the defendant named in the complaint was at the time the registered owner of such vehicle, shall constitute prima facie evidence that the defendant was the person who parked or left the vehicle in violation of this article.

114-1978 Precedence over conflicting laws.

Any provision of this article, while temporarily in effect, shall take precedence over other conflicting provisions of law normally in effect, except that it shall not take precedence over other provisions of law relating to traffic accidents, emergency travel of authorized vehicles, or emergency traffic directions by a police officer.

114-1989—114-210 Reserved.

I hereby certify this ordinance amendment was brought for a first reading at a meeting of the City Council of the City of Pontiac on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk

I further hereby certify this ordinance amendment was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk

I further hereby certify that the foregoing is a true copy of this Ordinance amendment as passed by the City Council and was published verbatim in a publication of general circulation on the _____ day of _____, 2020.

Garland Doyle, Interim City Clerk



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, City Council President and City Council Members

FROM: Dan Ringo, Interim DPW Director
through the Office of Deputy Mayor Jane Bais DiSessa,

DATE: February 12, 2020

RE: Report regarding City Council request on Budget for Expanded
Snow Plowing Services

At its January 28, 2020 meeting, the City Council requested the City Attorney to draft a revised ordinance to change the existing snow event ordinance. The requested ordinance change would mandate all city streets be plowed and salted in the event of 3" or more of accumulated snow fall. The current ordinance requires snow plow and salting services in the event of 6" or more of accumulated snow fall. A feasibility report usually proceeds this type of request to consider the increased financial burden on Pontiac taxpayers.

While this request is consistent with the Administration's ongoing efforts to in-source city services and provide additional support to the Department of Public Works, we must act responsibly and study the financial feasibility of such changes. It is important to provide quality services to our residents and maintain appropriate levels of public investment.

Our DPW staff has worked hard and diligently, putting in long 16-hour shifts, to clear major and local roadways of hazardous snow and ice conditions with limited manpower and limited equipment. Changing the ordinance without a substantial investment in equipment purchases, upgrades, salt storage facilities, and additional personnel would cause an undue heavy strain on our already over-extended DPW staff. In order to implement these changes, we estimate the total cost to be \$7,555,000.

On January 28, 2020, the Department of Public Works attempted to provide a report and update to the City Council on current snow plow services but the item was removed from the agenda. This report as attached has been revised in response to the above referenced request and contains:

- Recommendations for immediate snow emergency events;
- Cost analysis of increased snow plow and salting services and equipment upgrades;
- Recurring personnel and equipment expenditures; and
- Long-term options to abate the hazardous conditions created from snow and ice accumulation.

It is recommended that the City Council thoughtfully consider recommendations from the Department of Public Works and cost-saving options before adopting a revised snow removal ordinance.

DR

Attachment

SNOW OPTIONS & RECOMMENDATIONS

February 18, 2020



BACKGROUND

Background

- Winter snow storms are unpredictable due to various:
 - Accumulations
 - Moisture Content of Snow
 - Ambient & Wind Chill Temperatures
 - Timing
 - Duration
 - Wind Direction
 - Velocity
- No two storms are identical
- Creates the need to develop a unique plan for every snow storm

DEPARTMENTAL GOALS AND OBJECTIVES

Goals & Objectives

The City of Pontiac's goal is to abate the hazardous conditions created from snow and ice accumulation on major roads, secondary and residential roads and city operated facilities.

The plan is to make streets accessible for vehicles properly equipped for winter driving conditions during and after each storm.

Objectives

- **Primary Routes:** Attempt to clear all primary routes, to bare pavement within twelve (12) hours from the end of the snow storm, designated as the first priority
- **Secondary Routes:** Attempt to make passable during and after snow storms with less than six (6) inches of accumulation
- **Residential Routes:** Accumulations that exceed six (6) inches from a single snow storm and weather forecasts suggest continual freezing temperatures, streets will be plowed with an attempt to have all roads cleared 48 hours from the time the snow stops

SURROUNDING COMMUNITIES COMPARISON

Auburn Hills DPW Numbers

- The City of Auburn Hills Department of Public Works (DPW) manages the City's one hundred eighty (180) lane miles of Major, Local and Residential streets
- Auburn Hills has a fleet of 9 salt trucks
- One grader
- Two front-end loaders and fifteen (15) pickup & small dump trucks
- Staff of forty-five (45)

Rochester Hills DPW Numbers

- Rochester Hills operates a **Fleet Services Division** that maintains 170 vehicles and 200 pieces of power and field equipment
- DPW Staff has 70 FTEs

CURRENT PONTIAC DPW BY THE #s

PONTIAC DPW Numbers

- **DPW operates a 6 Large Dumps, 2 Small Dumps and 2 pickups**
- **We have 6 CDL drivers and 3 non-CDL drivers for the pickups. That is taking the sanitation and facilities tech to support that**
- **169 major and 330 lane miles both larger than Rochester and Auburn Hills**
- **Our available field staff to complete snow is at 9 FTEs. This is significantly short of both Rochester and Auburn Hills**

DPW RETROSPECT

DPW Staffing 1970

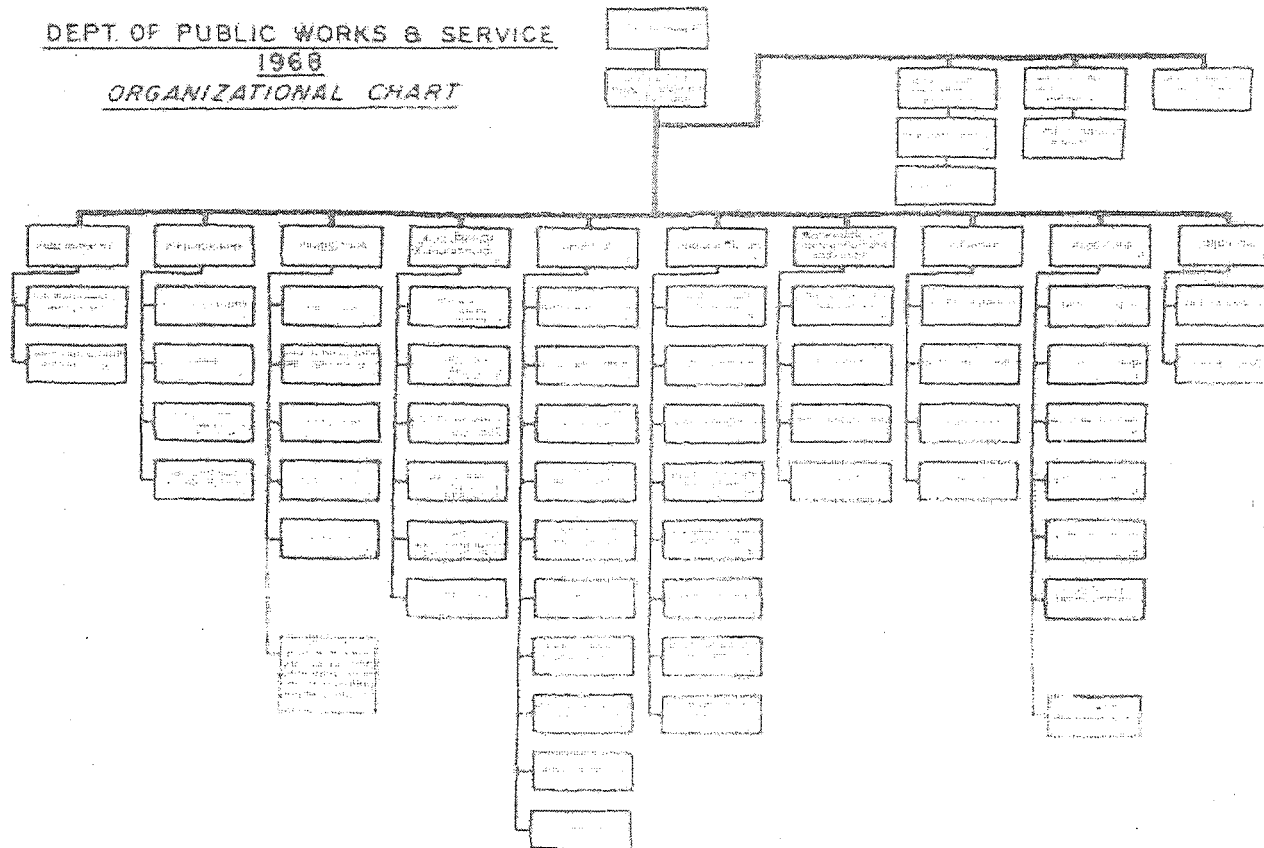
- 335 without Water and Sewage
- 442 with Water and Sewage

PONTIAC DPW 1970

DEPT. OF PUBLIC WORKS & SERVICE

1968

ORGANIZATIONAL CHART

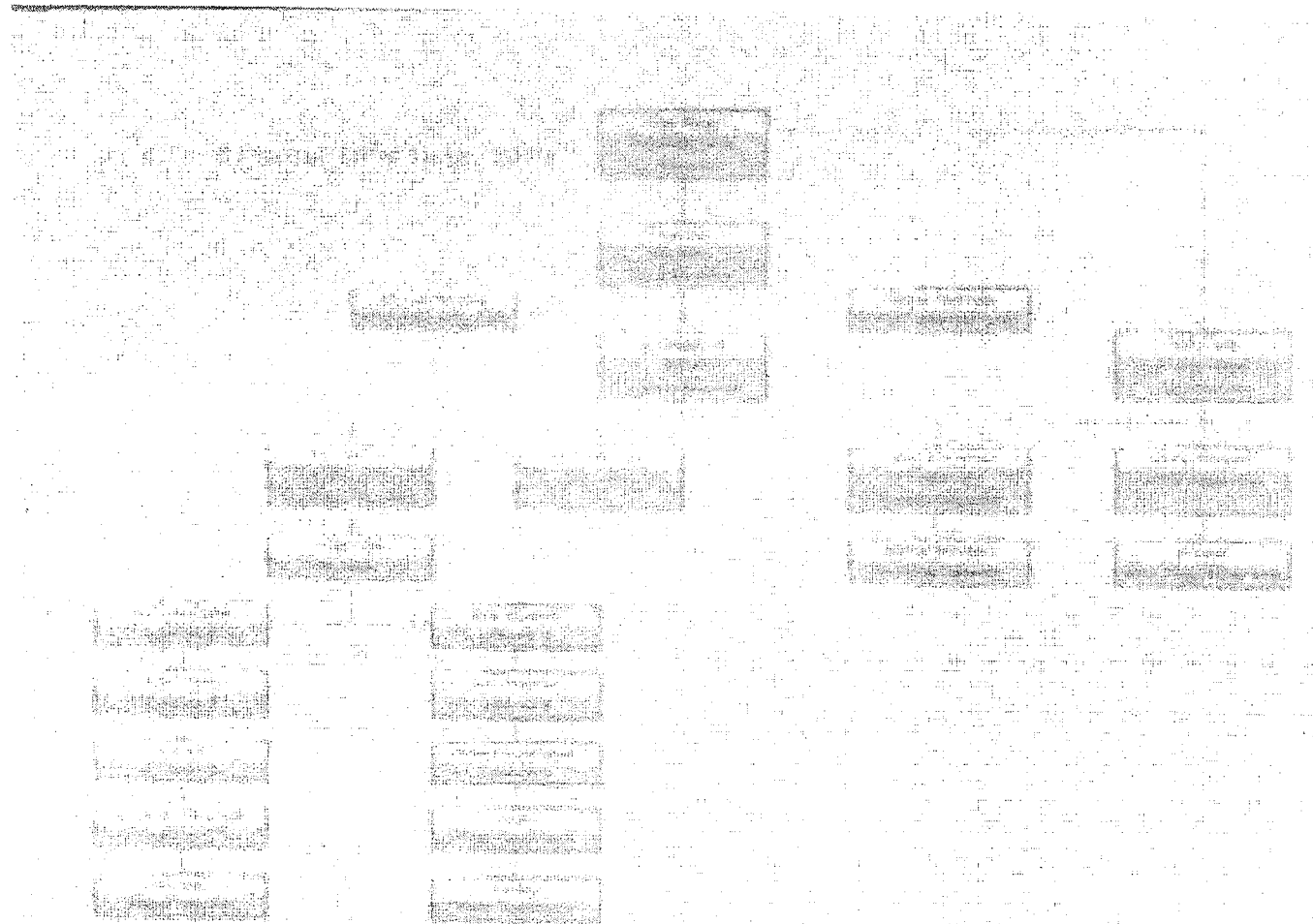


CURRENT DPW
STAFFING BY THE #s
February 18, 2020

DPW Staffing 2020

- 1 Director (Interim)
- 2 Superintendents (1 Building)
- 1 Supervisor
- 1 Right of Way
- 1 Sanitation Inspector
- 1 Maintenance Tech
- 1 Engineer
- 1 Foreman
- 6 Laborers
- 2 Admin Support
- Total of 17 FTEs

PONTIAC DPW 2020



OPTIONS FOR DPW

OPTIONS

▷ **OPTION 1: Hire 2 full time CDL Drivers**

$\$62,816/\text{driver} \times 2 = \$125,632$

▷ **OPTION 2: Purchase 2 dump trucks & hire 2 full time CDL drivers**

$\$190,000/\text{vehicle} \times 2 + \$62,816/\text{driver} \times 2 = \$505,632$

▷ **Option 3: Hire dedicated contractor with 7 additional vehicles**

Average episode cost: $\$28,000 \times \text{estimated 10 occurrences} = \$280,000$

▷ **Option 4: Work with adjacent communities to plow in Pontiac**

Labor costs 20% over City of Pontiac & Vehicle costs the same

Timing would not benefit the City as resources would not be available until plowing is completed in home community.

Immediate Recommendations

- Option 1: Hire 2 full time CDL drivers = **\$125,632**
- Phase in Option 2 = **\$505,632**
- Immediate End Goal: Purchase a total of 7 dump trucks and hire 7 additional full time CDL drivers. Phase in as resources are available for a total of **\$631,264**

Permanent Recommendations

Year	Amount	Existing Trucks	New Truck Equip Needed	Total Price
		International Tandem		
2009	4	Axle Dump		
			International Tandem Axle	
2020	2		Dump	480,000
		International Single Axle		
2009	2	Dump		
2020	4		Medium Duty Pump	600,000
2019	2	GMC 3500HD		
2020	2		GMC 3500HD Pump	125,000
2019	2	GMC 2500HD P/U		
2020	4		gmc 2500HD P/U	200,000
2020	2		Kubota UTV	50,000
2020	2		Articulating Wheel Loader	600,000
			DPW Building	5,000,000
			Salt Barn Dome	800,000
			Total	\$ 7,555,000.00

ESTIMATE COST OF
ORDINANCE CHANGE
6" to 3"

ORDINANCE CHANGE

- DPW's current average or approximate cost per snow occurrence deployment = \$40,000
- Contractor (Casar) is \$28k [FIXED COST] for locals N. M-59
- DPW's cost includes OT for six employees working averaging 20 hours each + bill back for use of trucks, fuel and salt
- An approximate cost for an ordinance change is difficult to determine because it is not known how often it will snow 3" rather than 6" but the cost is likely to be substantial over current budgets.

#10

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members
FROM: Adrienne Zeigler, Purchasing Agent
Thru: Office of Deputy Mayor, Jane Bais-DiSessa
DATE: April 29, 2020
RE: CDBG Demolition Bids - Batch 16

The City advertised for bids for Home Demolition Batch 16. Proposals were accepted on April 20, 2020 at 3:00 pm in the office of the City Clerk. The bids were publicly opened via Zoom video conferencing due to the Covid -19 pandemic. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were ten respondents for Batch 16 to the RFP:

Batch 16:

Salenbien Excavating \$249,825.39 • Inner City Builder LLC \$285,190.00 • McMillian Group Inc. \$140,780.00 • Simply Construction & Excavating \$243,220.00 • Christman Construction \$249,343.00 • SA Torello Inc \$189,990.00 • WT Stevens Construction \$265,073.00 • Smalley Construction \$211,350.00 • International Construction \$169,500.00 • Adams Group \$254,730.00

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

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

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 16 on April 20, 2020 and publicly opened bids via Zoom; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the project construction manager; and,

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

WHEREAS, the contract will be granted to the McMillian Group Inc. The funding for all work performed under this contract will come from CDBG.

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with the McMillian Group Inc. for Home Demolition for Batch 16 as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 29 2020

To: Jane Bais-DiSessa, Deputy Mayor

From: Adrienne Zeigler, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

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

The following bid is attached: Demolition Batch 16

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

RFP: 2020 Demolition Project- Batch 16

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

that the McMillian Group Inc. be awarded the demolition contract for batch 16.

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

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

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

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

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

Signature of Purchasing Agent: *Adrienne Zeigler / JSP*

Date: *4/29/2020*

Approved by: *Jane Bais DiSessa, Deputy Mayor*

Signature of Deputy Mayor: *Jane Bais DiSessa*

Date: *4/29/2020*

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

City of Pontiac
Bid Results for Demolition Bid Opening
Held April 20, 2020

Name of Company	Total Bid Submitted
Adams Group	\$254,730.00
Christman Construction	\$249,343.00
MacMillian Group	\$140,780.00
Inner City Builder LLC	\$285,190.00
International Construction	\$169,500.00
Salaenbien Excavating	\$249,825.39
SA Torello Inc.	\$189,990.00
Smalley Construction	\$211,350.00
Simply Construction and Excavating	\$243,220.00
WT Stevens Construction	\$265,073.00

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 16

# OF HOMES	ADDRESS	Salenbien Excavating	Inner City Builder LLC	Simply Construction & Excavating	MacMillian Group	Christman Construction	SA Torello Inc	WT Stevens Construction	Smalley Construction	International Construction	Adams Group, INC	DISTRICT
1	451 Anderson	\$11,464.93	\$10,470.00	\$9,630.00	\$5,300.00	\$14,664.00	\$7,150.00	\$12,800.00	\$7,400.00	\$7,184.00	\$10,655.00	7
2	200 Crystal Lake	\$12,894.64	\$11,690.00	\$8,760.00	\$5,300.00	\$17,302.00	\$5,900.00	\$12,018.00	\$8,800.00	\$6,635.00	\$11,675.00	1
3	99 Home	\$7,397.54	\$12,590.00	\$10,160.00	\$5,590.00	\$12,657.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579.00	\$13,325.00	3
4	101 Home	\$7,397.55	\$12,590.00	\$10,160.00	\$5,590.00	\$12,456.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579.00	\$9,600.00	3
5	103 Home	\$7,397.56	\$12,590.00	\$10,160.00	\$5,590.00	\$12,448.00	\$10,250.00	\$12,863.00	\$7,312.00	\$7,579.00	\$9,600.00	3
6	105 Home	\$7,397.54	\$12,590.00	\$10,160.00	\$5,590.00	\$12,448.00	\$10,250.00	\$12,863.00	\$7,314.00	\$7,579.00	\$9,600.00	3
7	160 Huron	\$55,554.77	\$87,640.00	\$82,510.00	\$49,500.00	\$12,448.00	\$54,850.00	\$76,129.00	\$68,250.00	\$57,552.00	\$66,965.00	2
8	405 Linda Vista	\$11,665.11	\$10,320.00	\$8,710.00	\$5,230.00	\$15,067.00	\$6,380.00	\$10,963.00	\$6,950.00	\$6,498.00	\$10,895.00	6
9	18 McNeil	\$19,595.83	\$14,750.00	\$9,920.00	\$5,460.00	\$22,646.00	\$10,650.00	\$13,728.00	\$16,800.00	\$9,582.00	\$20,060.00	3
10	750 Meirose	\$13,515.61	\$11,240.00	\$9,490.00	\$5,220.00	\$20,531.00	\$8,330.00	\$3,876.00	\$4,500.00	\$3,500.00	\$15,065.00	5
11	46 Perkins	\$16,792.55	\$17,830.00	\$13,500.00	\$7,425.00	\$18,128.00	\$9,950.00	\$13,188.00	\$13,800.00	\$10,071.00	\$13,750.00	7
12	1 Quick	\$12,870.96	\$14,980.00	\$9,190.00	\$5,525.00	\$14,890.00	\$10,150.00	\$11,976.00	\$14,800.00	\$6,856.00	\$12,250.00	7
13	443 Bloomfield	\$15,477.22	\$13,210.00	\$11,110.00	\$6,700.00	\$14,901.00	\$8,805.00	\$9,441.00	\$9,800.00	\$8,288.00	\$10,750.00	1
14	785 E. Madison	\$12,911.48	\$10,490.00	\$8,870.00	\$5,330.00	\$11,466.00	\$7,150.00	\$8,896.00	\$5,000.00	\$6,617.00	\$7,385.00	6
15	533 N. Perry	\$11,665.22	\$15,340.00	\$8,080.00	\$4,370.00	\$9,799.00	\$5,575.00	\$10,547.00	\$8,500.00	\$5,430.00	\$6,450.00	6
16	810 Scottwood	\$14,296.88	\$6,300.00	\$14,650.00	\$8,060.00	\$13,739.00	\$9,850.00	\$10,547.00	\$8,750.00	\$5,357.00	\$17,055.00	5
17	193 Seward	\$11,530.00	\$10,570.00	\$8,160.00	\$5,000.00	\$13,753.00	\$4,250.00	\$19,512.00	\$8,750.00	\$5,714.00	\$9,650.00	7
Total		\$249,825.39	\$285,190.00	\$243,220.00	\$140,780.00	\$249,343.00	\$189,990.00	\$265,073.00	\$211,350.00	\$169,500.00	\$254,730.00	

SAM Search Results
List of records matching your search for :
Search Term : McMillian Group Inc.*
Record Status: Active

No Search Results

From: Larry A. Kosofsky
Sent: Wednesday, April 29, 2020 12:35 PM
To: Adrienne Zeigler <AZeigler@pontiac.mi.us>
Subject: RE: potential demo selection - income tax search

Hello Adrienne,

I have reviewed these businesses, and will indicate that neither company is not out of compliance with the income tax ordinance.

Income Tax Division would not hold up a contract award to either of these two vendors.

Larry A. Kosofsky

Income Tax Administrator
City of Pontiac, Michigan
47450 Woodward Avenue
Pontiac, MI 48342

Ph 248-758-3092
Fax 248-758-3188

lkosofsky@pontiac.mi.us

"My interest is in the future because I am going to spend the rest of my life there."
-- Charles Kettering, Social Philosopher

From: Adrienne Zeigler <AZeigler@pontiac.mi.us>
Sent: Wednesday, April 29, 2020 12:15 PM
To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us>
Subject: potential demo selection - income tax search

Hello Larry:

Attached are the recommendations of companies for demo batch
16. Contained in the document is information on the company and contact for the person that submitted the bid. Were you able to get information from the city on the tax form that vendors submit?

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 800727054

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: MCMILLIAN GROUP INC.

The name of the DOMESTIC PROFIT CORPORATION: MCMILLIAN GROUP INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800727054 Old ID Number: 02874T

Date of Incorporation in Michigan: 02/23/2010

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2019

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: ALEXANDER MCMILLIAN

Street Address: 553 E JEFFERSON AVE

Apt/Suite/Other:

City: DETROIT

State: MI

Zip Code: 48226

Registered Office Mailing address:

P.O. Box or Street Address: 553 E JEFFERSON AVE

Apt/Suite/Other:

City: DETROIT

State: MI

Zip Code: 48226

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, MI 48226 USA
TREASURER	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA
SECRETARY	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA
DIRECTOR	ALEXANDER MCMILLIAN	553 E JEFFERSON AVE DETROIT, 2 48226 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 5,000

☐ Written Consent

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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REQUEST TO SUBMIT BIDS FOR HOME DEMOLITION (Batch 16) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Home Demolition Bid Batch 16" until 3:00 p.m. EDT, Monday, April 13, 2020, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. *(NOTE: Electronic or faxed submissions will not be accepted)*

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

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

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

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Adrienne Zeigler and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to jbais-disessa@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

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

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342

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

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

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

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

The winning bidder cannot be debarred by the federal government.

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

BIDS DUE: Monday, April 13, 2020 at 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill

may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.
- g. Section 106 National Historic Preservation act of 1966 as amended: If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Deputy Mayor, Jane Bais DiSessa at jbdissessa@pontiac.mi.us, so we can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.

3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 16" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

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

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Home Demolition Bid Batch 16" in Appendix A.

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

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.

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

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

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

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

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

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 16" clearly marked on the front to by Monday, April 13, 2020 at 2:00 P.M. EDT to the following:

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

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

IX. BONDING REQUIREMENTS

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

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

b) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

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

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

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

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

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 16 <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

License#: _____

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

Asbestos Surveys Batch 16 for the properties listed below can be found here:

https://drive.google.com/drive/folders/1t26LjCy-dOb1GNdd1Vta_m3fanBr3O5m?usp=sharing

Bid Price per Residential Property:

451 Anderson, S. \$ _____

Cost in Words for 451 Anderson, S. _____

200 Crystal Lake \$ _____

Cost in Words for 200 Crystal Lake _____

99 Home \$ _____

Cost in Words for 99 Home _____

101 Home \$ _____

Cost in Words 101 Home _____

103 Home \$ _____

Cost in Words for 103 Home _____

105 Home \$ _____

Cost in Words for 105 Home _____

160 Huron St. W. \$ _____

Cost in Words for 160 Huron St. W. _____

405 Linda Vista \$ _____

Cost in Words for 405 Linda Vista _____

18 McNeil \$ _____

Cost in Words for 18 McNeil _____

750 Melrose \$ _____
Cost in Words for 750 Melrose _____

46 Perkins \$ _____
Cost in Words for 46 Perkins _____

1 Quick \$ _____
Cost in Words for 1 Quick _____

443 Bloomfield \$ _____
Cost in Words for 443 Bloomfield _____

785 E. Madison \$ _____
Cost in Words for 785 E. Madison _____

533 N. Perry \$ _____
Cost in Words for 533 N. Perry _____

810 Scottwood \$ _____
Cost in Words for 810 Scottwood _____

193 Swead St. \$ _____
Cost in Words for 193 Swead _____

Grand Total \$ _____

Grant Total Cost in Words _____

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

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

Company Name:

Representative Signature:

Date:

Print Name:

Site Specifications: DCR Batch 16

N

BATCH 16

Batch	Parcel Number	Address	Street name	Type	Sq. ft.	Year Build	Stories	Basement Sq. Ft.	Garage Sq. Ft.
16	14-33-432-006	451	S. Anderson	SF	963	1920	1	730	0
16	14-32-481-027	200	Crystal Lake Dr.	SF & Garage	876	1951	1.5	691	286
16	14-20-452-006	99	Home	Row Home	1,016	1950	2	508	591
16	14-20-452-005	101	Home	Row home	1,016	1950	2	508	0
16	14-20-452-004	103	Home	Row Home	1,016	1950	2	508	0
16	14-20-452-003	105	Home	Row Home	1,016	1950	2	508	0
16	14-29-405-004	160	W. Huron	Commercial	8,251	1920	2	5142	Car Port
16	14-21-478-031	405	Linda Vista	SF & Garage	871	1935	1	858	0
16	14-20-401-036	18	McNeil St.	SF & Garage	992	1920	2	992	Approx. 1,200
16	14-22-111-015	750	Melrose	SF & Garage	949	1959	949	949	493
16	14-33-105-011	46	Perkins	SF & Garage	1,350	1910	2	572	225
16	14-28-376-013 (same parcel # as 32 Paddock St, which was torn down earlier. Second building on Quick was not torn down at that time)	1	Quick (AKA 32 S. Paddock St.)	SF & Garage	919	1910	1.34	480	379
16	19-04-104-017	443	Bloomfield Ave	SF & Garage	1,111	1971	1	0	501
16	14-16-479-035	785	E. Madison Ave	SF & Garage	887	1959	1.5	0	285
16	14-21-352-041	533	N. Perry St.	SF	738	1910	1.5	0	0
15	14-22-108-002	810	Scottwood St. (Only the 810 address and sheds not the duplex located on the same parcel)	SF & Sheds	1,465	1940	1	742	5 Sheds
16	14-34-106-001	193	Swead St.	SF	765	1920	1	766	0

N

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____ Date: _____

Office # _____ Cell # _____

FAX # _____ Email _____

Website: _____ Federal Tax I.D. #: _____

APPENDIX B

Section 3 clause 135.38

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

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

APPENDIX C
CONFLICT OF INTEREST STATEMENT

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

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

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

Date: _____

Signature: _____

Printed name: _____

APPENDIX D INSURANCE

1. INSURANCE

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

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

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

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

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

3. INDEMNIFICATION CLAUSE

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

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

4. EXTRAS

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

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

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

6. INCLUDED WORK

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

7. SUB-CONTRACTS

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

Certified by: _____

Its; _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX E

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

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

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

1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

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

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

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

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

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

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

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

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

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

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

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

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

Contractor's Certification
Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor
Contract Compliance Unit
Oakland County Community & Home Improvement
Oakland Pointe, Ste 1900
250 Elizabeth Lk. Rd.
Pontiac Mi 48341-0414

PROJECT NAME:

PROJECT NUMBER (if any)

1. The undersigned, having executed a contract with _____
in the amount of \$ _____ for the construction of the above-identified project, acknowledges that:
- (a) The Federal Labor Standards Provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) Employer's IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (please check one):

<input type="checkbox"/> A Single Proprietorship	<input type="checkbox"/> A Corporation Organized in The State of:
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

(Name of Contractor)

By _____
(Authorized Signature)

Date _____



OAKLAND COUNTY
COMMUNITY & HOME
IMPROVEMENT DIVISION

CONTRACTOR
REGISTRATION
PACKET

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

In order to process payments from Oakland County, each payee/vendor must be on the Master Vendor List. Please complete and return the attached Vendor Registration form and the Request for Taxpayer Identification Number and Certification (Form W-9) to the following address

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

FAX # (248) 858-5311 or Email: pucherm@oakgov.com

If you would like your payment(s) made to you electronically, please complete and return the ACH VENDOR REGISTRATION FORM - Electronic Funds Transfer (EFT) on page 4.

INSTRUCTIONS

Please type or print clearly the information on the Registration form.

INCOMPLETE REGISTRATION FORMS WILL BE DISCARDED

1. TAX IDENTIFICATION NUMBER:

This is your nine digit Tax Identification Number. Enter the number that is used when reporting tax earnings as shown on the Request for Taxpayer Identification Number and Certification (Form W-9) included in this packet. This may be your Federal Employer Identification Number (FEIN/TIN), or your social security number (SSN). If you are a sole proprietorship, you should enter your social security number.

2. BUSINESS/INDIVIDUAL NAME AND ADDRESS:

Enter your company (or individuals) legal business name and address; payments will be sent to this address, unless otherwise noted (see #3 below).

3. REMITTANCE ADDRESS:

Complete only if different from address (see #2 above). Enter the address where you want payments sent.

If more space is needed for any additional information, please attach a separate sheet of paper to the registration form.

TO BE CONSIDERED AN ACTIVE PAYEE/VENDOR AND TO RECEIVE ANY PAYMENTS DUE, THE FISCAL SERVICES DIVISION MUST RECEIVE A SIGNED AND DATED W-9 FORM. A W-9 FORM IS INCLUDED IN THIS PACKET, OR YOU CAN DOWNLOAD THE FORM VIA THE INTERNET AT WWW.IRS.GOV.

IT IS THE SOLE RESPONSIBILITY OF THE PAYEE/VENDOR TO NOTIFY THE FISCAL SERVICES DIVISION OF ANY AND ALL CHANGES TO THIS APPLICATION. A VENDOR CHANGE REQUEST FORM CAN BE OBTAINED BY CALLING (248) 858-5489 OR VIA THE INTERNET AT: <http://www.oakgov.com/mgtbud/fiscal/Pages/vendors.aspx>



L BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

VENDOR REGISTRATION

Oakland County Community & Home Improvement Division
 Oakland Pointe, Suite 1900
 250 Elizabeth Lake Road
 Pontiac MI 48341-0414
 Phone (248) 858-0196, Fax (248) 858-5311
 Email: pucherm@oakgov.com

TAX IDENTIFICATION NUMBER:

(Use Social Security Number if sole proprietor)

TIN SSN

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Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

Business/Individual Name and AddressRemittance Address

Legal Business Name*		
Address*		
City*	State*	Zip*
Phone*		
Fax		
Contact*		
Title		
E-mail		

Address		
City	State	Zip
Phone		
Fax		
Contact		
Title		
E-mail		

***REQUIRED FIELDS**

Requesters Name (please print)

Requesters Signature (required)

Date



ACH VENDOR REGISTRATION FORM Electronic Funds Transfer (EFT)

THIS PAGE IS OPTIONAL

INSTRUCTIONS: Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

PAYEE/VENDOR INFORMATION				
Name:				
Address:				
Tax Identification Number: (use SSN if individual or sole proprietor)			E-mail Address:*	
		TIN	SSN	
Contact Person Name	Title		Telephone Number:	Fax Number:
FINANCIAL INSTITUTION INFORMATION				
Name of Financial Institution:				
Nine-Digit Routing Transit Number: You must obtain a correct Routing number from your bank for ACH transactions. This may not be the same as the routing number on your checks.				
Account Number:				
Account Type:	Checking		Savings	

Authorized Signature

Title

Printed Name of Signor

Date

*E-mail Address is required for notification purposes.

RETURN TO:

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
FAX # (248) 858-5311 or Email: pucherm@oakgov.com

I authorize Oakland County to deposit funds owed to the above payee/vendor by the County, by direct deposit (electronic funds transfer). Information provided must be for U.S. Financial Institutions only.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and Oakland County's policy regarding electronic funds transfers as they exist on this date or as subsequently adopted, amended, or repealed. Michigan law governs electronic funds transactions authorized by this agreement in all respects except as otherwise superseded by federal law.

Request for Taxpayer Identification Number and Certification

Revised 04/2014

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

- ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- ☐ Other (see instructions) ▶ _____

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4333).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ETHNIC OWNERSHIP REPORT

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

() Female () Male

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

() Other: Please Specify: _____

Date _____

Project _____

Business Name _____

Representative Name _____

Position _____

Signature _____

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

Oakland County Water Resource Commission

Oakland County Surety Bonds are annual bonds and not site specific. Below are the three parts of bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work including any and all extensions/relocations/connections/manhole adjustments/etc.

1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at:

http://www.oakgov.com/water/Pages/permit_app_form/default.aspx

http://www.oakgov.com/water/Documents/2013_updates/dc_443_012013.pdf

2. \$500.00 Cash Bond posted at OCWRC (refundable)
3. Liability Insurance naming OCWRC as certificate holder.

Contractors should be directed to contact the WRC front desk 248-858-0958.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive
Waterford, Michigan 48328

SURETY BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____
Contractor, as Principal, and _____
a corporation organized under the laws of the State of _____
having its principal office in the City of _____
and authorized to transact the business of Surety in the State of Michigan, as Surety, are held and firmly bound to the County
Water Resources Commissioner, County of Oakland, State of Michigan, as obligee, in penal sum of Five Thousand and
no/100 (\$5,000.00) dollars, lawful money of the United States, for which payment, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee to connect a sanitary sewer system, storm drainage system,
individual building sanitary service, individual building sump pump service directly or indirectly, into any sanitary sewage
disposal system or county drain owned and or operated by the County of Oakland;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify
said Obligee against all loss or damage caused by said Principal's breach of any ordinance, rule, regulation or resolution
and/or failure to comply with Obligee's requirements, specifications, and Departmental Standards, then the above obligation
shall be void, otherwise to be and remain in full force and effect.

PROVIDED, THE LIABILITY OF THE SURETY upon this bond shall be and remain in full force and effect for the full
period of the permit(s) issued to the Principal above named by not beyond _____
20____, or ten days after receipt by the Obligee of a written notice signed by such Surety, or its authorized agent, stating that
the liability of such Surety is thereby terminated and canceled. Provided further, that nothing herein shall affect any rights or
liabilities which shall have accrued under this bond prior to the date of such termination.

This bond may be extended for a further term by the issuance of a Continuation Certificate signed by the Surety.

Dated: _____

Name: _____

Address: _____

By: _____

(Principal)

Name: _____

Address: _____

By: _____

Surety (Attorney-In-Fact)

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
 BUILDING 95 WEST - ONE PUBLIC WORKS DRIVE
 WATERFORD, MICHIGAN 48328-1907
 (248) 858-0958
 FAX (248) 858-1066

FAX TRANSMITTAL

DATE:		TIME:		NUMBER OF PAGES	
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(including cover page)

TO:	
FIRM:	
FAX NUMBER:	

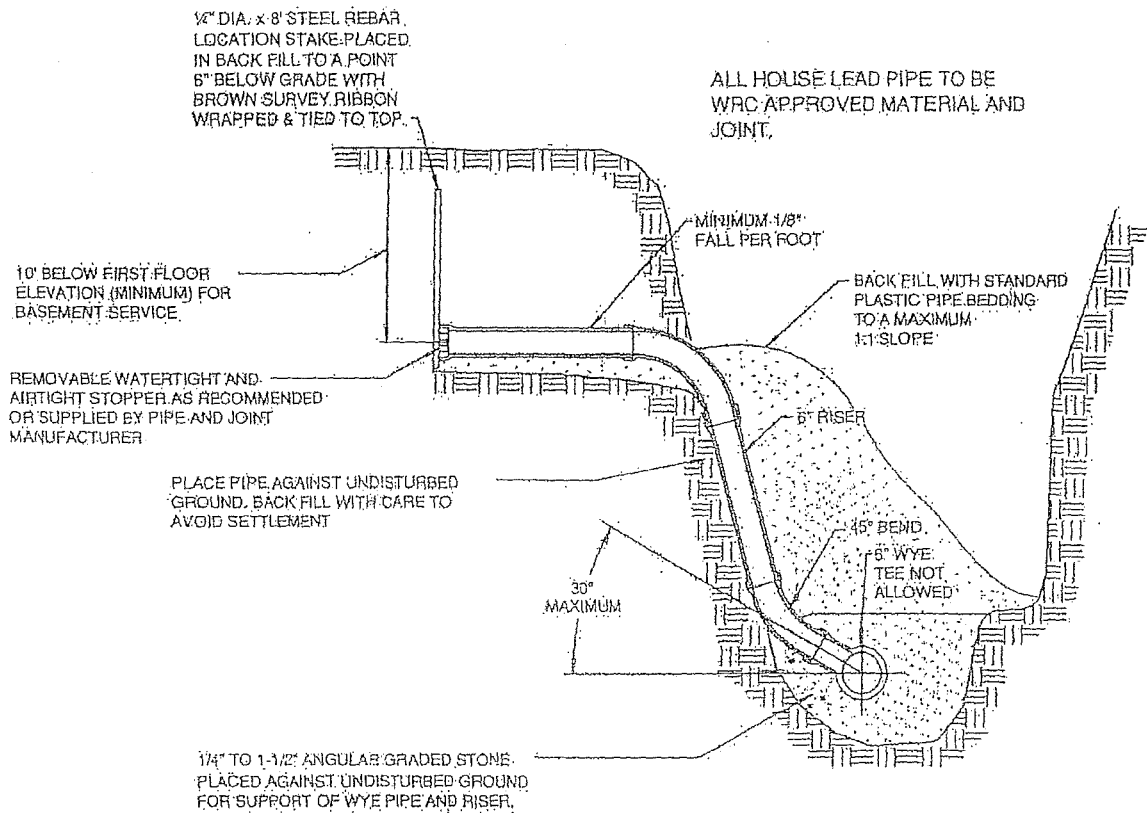
FROM:	Mark W. Davis
UNIT:	Permitting
PHONE NUMBER	248-452-2172

COVER MESSAGE	
The following are the bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work Including any and all extensions/relocations/connections.	
1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at :	
http://www.oakgov.com/water/Pages/permit_app_form/default.aspx	
2. \$500.00 Cash Bond posted at OCWRC (refundable)	
3. Liability Insurance naming OCWRC as additional insured.	

If you do not receive all the pages, please call the sender

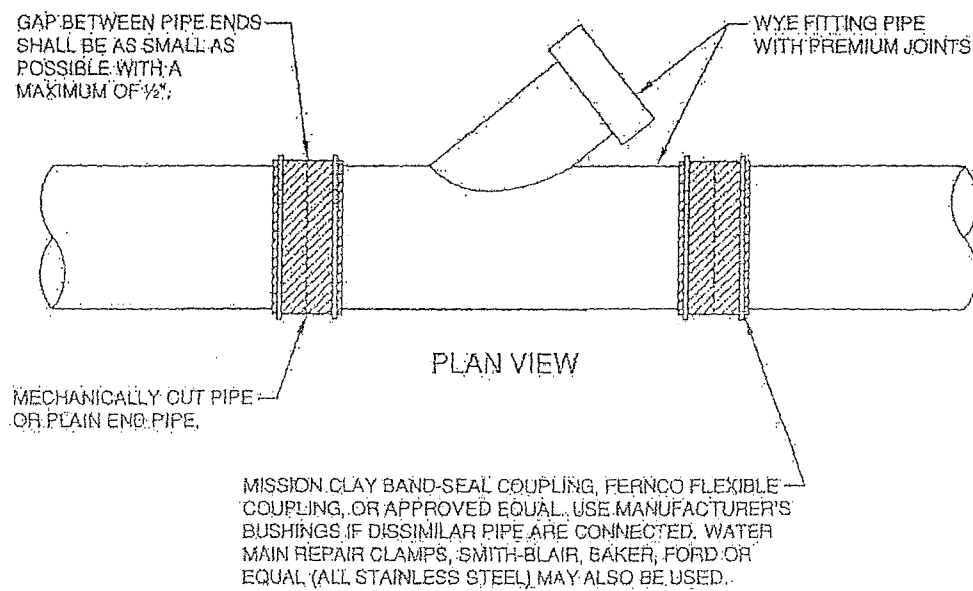
OAKLAND COUNTY
WATER RESOURCES COMMISSIONER
Gravity Building Lead Requirements and Details

1. All building lead work must be performed under Oakland County Water Resources Commissioner (WRC) and/or local unit of government inspection.
2. For all WRC-operated systems, call 248-858-1105 24-hours in advance of work to schedule inspection.
3. No sanitary sewer may be used as a cleanout or dewatering outlet.
4. Where an existing building lead is being extended, dissimilar types and sizes of pipe shall be joined using a WRC approved adapter.
5. Approved building lead pipe for gravity sewer leads:
 - a. ABS plastic, ASTM D2751, SDR 23.5.
 - b. PVC plastic, ASTM D3034, SDR 23.5 or ASTM D2665, Schedule 40.
 - c. Ductile Iron Pipe, American Water Works Association (AWWA) C-104/A21.4, Class 54. Joints shall be Super Bel Tite, Tyton, Ty-Seal, Multi-Tite, Dual-Tite, or Veri-Tite.
 - d. Any deviations from specified above require approval by WRC.
6. Allowable types of sewer pipe adapters:
 - a. Fernco adapter/reducer donuts.
 - b. Fernco flexible coupling.
 - c. Mission clay band-seal coupling.
 - d. Smith-Blair stainless steel repair clamp.
 - e. Huron-Clinton O-ring adapter.
 - f. Hamilton-Kent Gear Grip adapter.
 - g. Plant fabricated joint conversion pipe.



HOUSE LEAD DETAIL

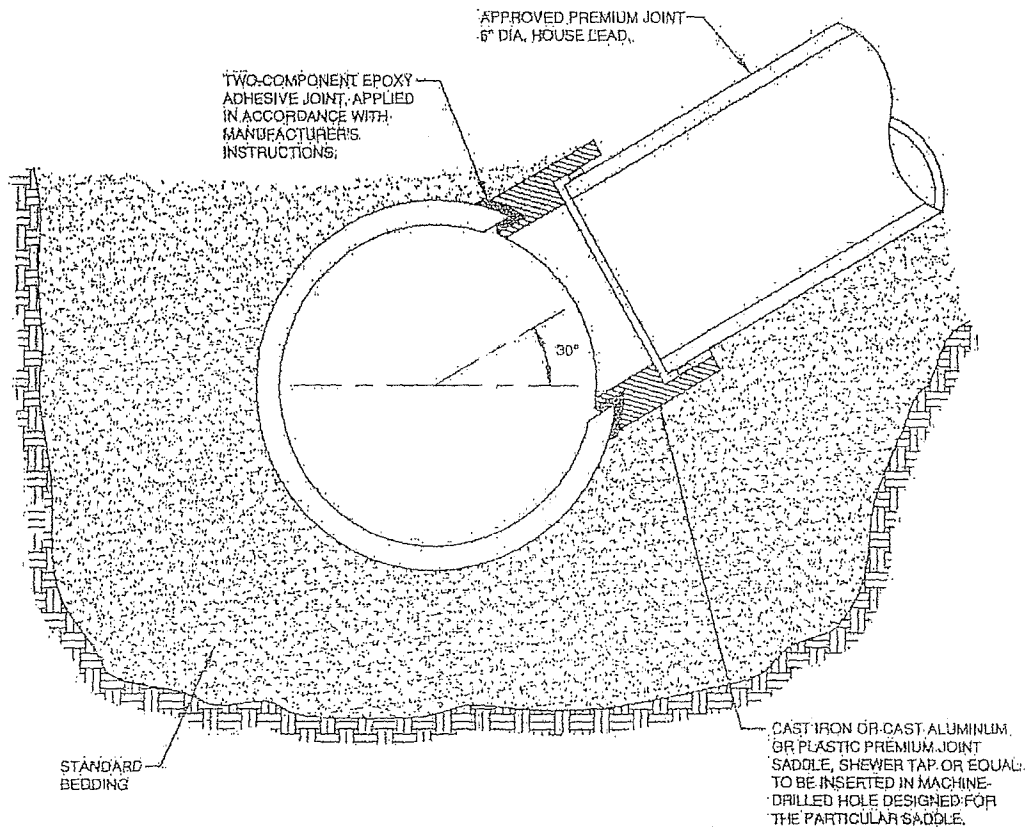
DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



NOTE: PIPE SHALL BE BEDDED IN STANDARD PLASTIC PIPE BEDDING.

WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS
 (RIGID PIPE)

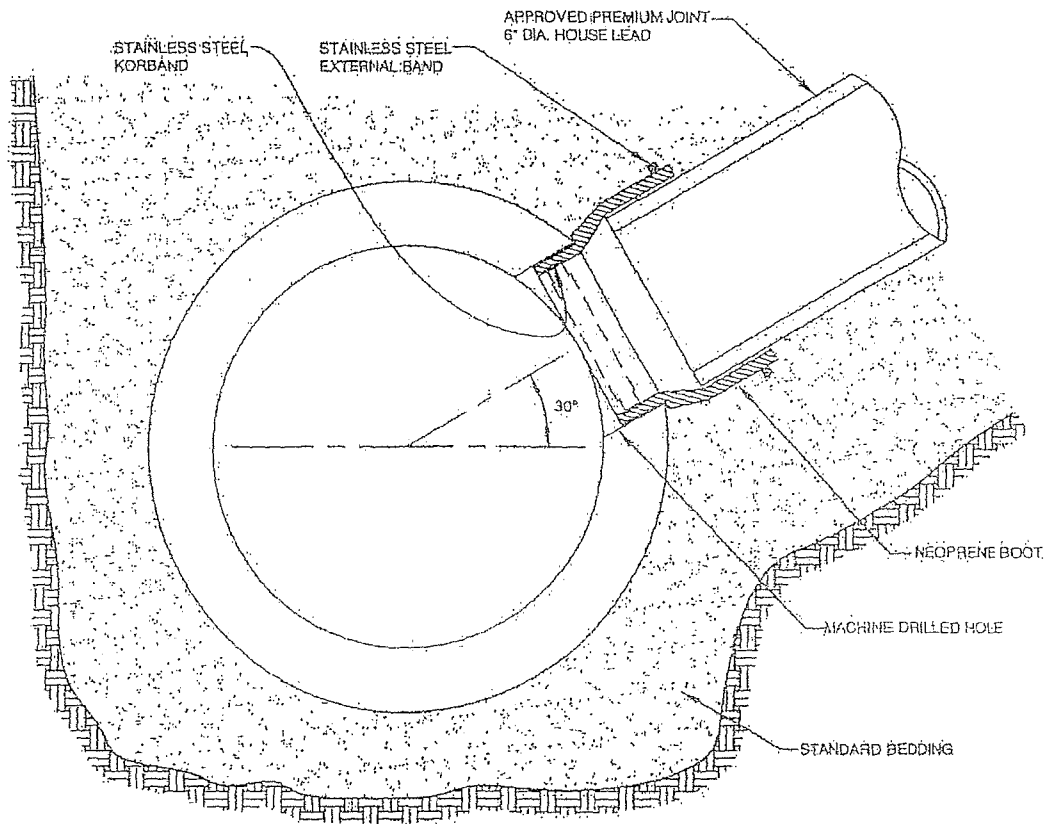
DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER
WHERE WYE OPENINGS ARE NOT PROVIDED



NOTE: SURFACE OF MAIN SEWER SHALL BE CLEANED WITH AN ABRASIVE GRINDER PRIOR TO EPOXY APPLICATION, DUE TO VARIATION OF SET-UP TIME OF EPOXY ADHESIVE WITH TEMPERATURE. ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION IN COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE OF EPOXY.

SADDLE TAP-ALL SIZES OF MAIN SEWER PIPES
 (RIGID PIPE)

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER
WHERE WYE OPENINGS ARE NOT PROVIDED



KOR-N-TEE TAP FOR CONCRETE PIPE

Date _____ Municipality _____

Agreement of Prime Contractor

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

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

General Contractor

Signature

Title

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

Name: _____		Date: _____
Address: City & State: Zip: _____		
Telephone Number: _____	FAX Number: _____	Email Address: _____

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

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

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

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

Owner's Name: _____

Signature: _____ Date: _____

Oakland County Community & Home Improvement Division
Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job:	From: To:

Review the information below and check all that apply for this project::

_____ We have not hired any new employees.

_____ We have hired employees that live within the Metropolitan Statistical Area (MSA) Target Area Vicinity.

_____ We have hired employees who meet Section 3 criteria.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

_____ We have advertised to fill vacancies at the site, where work is taking place, in connection with this project via the following.

_____ Place signs or posters in prominent places within the target area vicinity.

_____ Taken photographs of the above item to document that the above step was carried out

_____ Distribute employment flyers in locations accessible to MSA vicinity residents.

_____ Post employment flyers in various locations within the MSA vicinity areas.

_____ Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.

_____ Requested training on MSA Vicinity Hiring and Section 3 employment requirement

Print Name: _____ Signature: _____

Date: _____



ADDENDUM NO. 1
TO THE REQUEST FOR PROPOSALS FOR
HOME DEMOLITION (BATCH 16)

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

Changes to the Documents: Bid due date has changed. Bid delivery method has changed

Notice to Bidders (Page 1)

The City of Pontiac (City) will open sealed bids on **Monday, April 20, 2020 at 3:00 p.m.**
Prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave first floor.

Sealed bids will be mailed to the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Asbestos Abatement Services for Demolition Batch 16."

All other items and conditions of the remaining Request for Proposals remain the same.

Adrienne Zeigler
Purchasing Agent
City of Pontiac
AZeigler@pontiac.mi.us
248-758-3120

#11

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members
FROM: Adrienne Zeigler, Purchasing Agent
Thru: Office of Deputy Mayor, Jane Bais-DiSessa
DATE: April 29, 2020
RE: Asbestos Abatement Bids - Batch 16

The City advertised for bids for Asbestos Abatement for Home Demolition Batch 16. Proposals were accepted on April 20, 2020 at 3:00 pm in the office of the City Clerk. The bids were publicly opened via Zoom video conferencing due to the Covid-19 pandemic. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were four respondents to the RFP:

Batch 16:

Metropolitan Environmental LLC \$61,100.00 • MWV Environmental \$55,195.00 • City
Abatement Services \$49,950.00 • Rightway Remediation \$49,850.00

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

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

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Asbestos Abatement on April 20, 2020 and publicly opened bids via Zoom; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the project construction manager; and,

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

WHEREAS, the contract will be granted to Rightway Remediation. The funding for all work performed under this contract will come from CDBG.

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with Rightway Remediation for asbestos abatement as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 29 2020

To: Jane Bais-DiSessa, Deputy Mayor

From: Adrienne Zeigler, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

 City Council X Bid Approval Budget Approval Cancelled Other

The following bid is attached: Asbestos Abatement - Demolition Batch 16

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

RFP: Asbestos Abatement - Demolition Batch 16

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

that the Rightway Remediation be awarded the asbestos abatement contract.

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

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

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

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

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

Signature of Purchasing Agent: *Adrienne Zeigler*

Date: *4/29/2020*

Approved by: *Janet Bais DiSessa, Deputy Mayor*

Signature of Deputy Mayor: *Janet Bais DiSessa*

Date: *4/29/2020*

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

City of Pontiac
Bid Results for Asbestos Abatement Bid Opening
Held April 20, 2020

Name of Company	Total Bid Submitted
Metropolitan Environmental LLC	\$67,100.00
City Abatement Services	\$49,950.00
MWV Environmental	\$55,195.00
Rightway Remediation	\$49,850.00

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 16

# OF HOMES	ADDRESS	Metropolitan Environmental LLC	MWV Environmental	City Abatement Services	Rightway Remediation	DISTRICT
1	451 Anderson	\$4,000.00	\$1,000.00	\$950.00	\$700.00	7
2	200 Crystal Lake	\$6,000.00	\$2,690.00	\$2,437.00	\$2,900.00	1
3	99 Home	\$3,000.00	\$0.00	\$500.00	\$750.00	3
4	101 Home	\$2,700.00	\$0.00	\$500.00	\$750.00	3
5	103 Home	\$2,700.00	\$0.00	\$500.00	\$600.00	3
6	105 Home	\$2,700.00	\$0.00	\$500.00	\$750.00	3
7	160 Iluron	\$17,500.00	\$33,650.00	\$29,538.00	\$23,900.00	2
8	405 Linda Vista	\$4,500.00	\$7,100.00	\$7,000.00	\$8,900.00	6
9	18 McNeil	\$2,300.00	\$1,100.00	\$500.00	\$1,100.00	3
10	750 Melrose	\$0.00	\$0.00	\$0.00	\$0.00	5
11	46 Perkins	\$9,500.00	\$3,595.00	\$3,475.00	\$4,300.00	7
12	1 Quick	\$5,800.00	\$2,985.00	\$2,650.00	\$3,300.00	7
13	443 Bloomfield	\$1,800.00	\$1,050.00	\$500.00	\$600.00	1
14	785 E. Madison	\$2,600.00	\$1,025.00	\$450.00	\$600.00	6
15	533 N. Perry	\$2,000.00	\$1,000.00	\$450.00	\$700.00	6
16	810 Scottwood	\$0.00	\$0.00	\$0.00	\$0.00	5
17	193 Seward	\$0.00	\$0.00	\$0.00	\$0.00	7
Total		\$67,100.00	\$55,195.00	\$49,950.00	\$49,850.00	

SAM Search Results

List of records matching your search for :

Search Term : Rightway Remediation LLC*

Record Status: Active

No Search Results

From: Larry A. Kosofsky
Sent: Wednesday, April 29, 2020 12:35 PM
To: Adrienne Zeigler <AZeigler@pontiac.mi.us>
Subject: RE: potential demo selection - income tax search

Hello Adrienne,

I have reviewed these businesses, and will indicate that neither company is not out of compliance with the income tax ordinance.

Income Tax Division would not hold up a contract award to either of these two vendors.

Larry A. Kosofsky

Income Tax Administrator
City of Pontiac, Michigan
47450 Woodward Avenue
Pontiac, MI 48342

Ph 248-758-3092
Fax 248-758-3188

lkosofsky@pontiac.mi.us

"My interest is in the future because I am going to spend the rest of my life there."
-- Charles Kettering, Social Philosopher

From: Adrienne Zeigler <AZeigler@pontiac.mi.us>
Sent: Wednesday, April 29, 2020 12:15 PM
To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us>
Subject: potential demo selection - income tax search

Hello Larry:

Attached are the recommendations of companies for demo batch
16. Contained in the document is information on the company and contact for the person that submitted the bid. Were you able to get information from the city on the tax form that vendors submit?

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 801620706

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: RIGHTWAY REMEDIATION, LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: RIGHTWAY REMEDIATION, LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 801620706 Old ID Number: D6816X

Date of Organization in Michigan: 11/22/2011

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: SCOTT E KRUGIELKA

Street Address: 4407 CENTER STREET

Apt/Suite/Other:

City: SAGINAW

State: MI

Zip Code: 48604

Registered Office Mailing address:

P.O. Box or Street Address: 885 DORO LN

Apt/Suite/Other:

City: SAGINAW

State: MI

Zip Code: 48604

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

Managed By:

Members

View filings for this business entity:

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
CERTIFICATE OF CORRECTION
CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
RESIGNATION OF RESIDENT AGENT
CERTIFICATE OF ASSUMED NAME

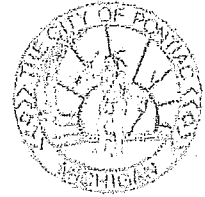
[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

Copyright 2020 State of Michigan



REQUEST TO SUBMIT BIDS FOR ASBESTOS ABATEMENT FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing asbestos abatement services for the City of Pontiac.

Sealed bids will be mailed to the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Asbestos Abatement Services for Demolition Batch16" until 3:00 p.m. EDT, Monday, April 20, 2020, at which time they will be publicly opened.

It is the sole responsibility of the individual, and/or entity submitting the bid, to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

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

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

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

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Adrienne Zeigler and be received no later than five working days prior to the scheduled opening (these may be mailed or faxed to (248) 758-3197 or emailed to azeigler@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

As shown below, any addendums issued will be located on the City of Pontiac's website:

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

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342

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

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

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

Abatement must comply with OSHA standards must also adhere to the AHERA abatement protocol and be performed by a Michigan-accredited asbestos abatement contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:

http://www.michigan.gov/documents/deq/deq-aqd-field-tpu-asbestos-notification-form_262676_7.pdf

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

BIDS DUE: Monday, April 20, 2020 at 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement Services, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

I. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

II. SCOPE OF WORK: Asbestos Abatement Services and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed in Appendix "A" for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the Asbestos Survey Batch CDBG Demolition Batch 16:

https://drive.google.com/drive/folders/1t26LjCy-dOb1GNdd1Vta_m3fanBr3O5m?usp=sharing

for each home per Federal and State guidelines. Clearance reports will be provided by JAC Xpress. To view fields, go to the website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

III. REQUEST

In addition to the required form "Asbestos Abatement for Demo Batch 16" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

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

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

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

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

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

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

- f) Provide organizational documents for the firm such as bylaws and operating agreement (if applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

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

IV. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Asbestos Abatement Services Demolition Batch 16" in Appendix A.

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

V. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.

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

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

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

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

VI. ADDITIONAL INFORMATION:

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

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

VII. SUBMISSIONS

All submissions (and original and one copy) must be mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Asbestos Abatement Services Demolition Batch 16" clearly marked on the front to by Monday, April 20, 2020 at 3:00 P.M. EDT to the following:

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

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

VIII. BONDING REQUIREMENTS

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

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

b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A **payment bond (labor & material bond)** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

IX. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3092, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

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

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

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

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

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Asbestos Abatement Services for Demolition Batch 16 <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

License#: _____

Job Duties Sheet / Scope of Work for Asbestos Abatement**Contractor will provide all labor & material for the following service work:**

The Contractor will be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the removal of asbestos containing material (ACM) and hazardous materials as needed to complete the removal specifications as set forth by the City of Pontiac.

Contractor shall comply with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City expects that bidders will offer expertise on conformance of regulations applying to the products they sell.

Contractor must provide the City of Pontiac with copies of the landfill manifests that indicate that the debris was properly disposed of in a type II landfill.

Contractor is required to give the City and each neighbor a notice of the cleanup.

Asbestos Surveys Batch 16 for the properties listed below can be found here:

https://drive.google.com/drive/folders/1t26LjCy-dOb1GNdd1Vta_m3fanBr3O5m?usp=sharing

Bid Price per Residential Property:

451 Anderson, S. \$ _____

Cost in Words for 451 Anderson, S. _____

200 Crystal Lake \$ _____

Cost in Words for 200 Crystal Lake _____

99 Home \$ _____

Cost in Words for 99 Home _____

101 Home \$ _____

Cost in Words 101 Home _____

103 Home \$ _____

Cost in Words for 103 Home _____

105 Home \$ _____

Cost in Words for 105 Home _____

160 Huron St. W. \$ _____

Cost in Words for 160 Huron St. W. _____

405 Linda Vista \$ _____
Cost in Words for 405 Linda Vista _____

18 McNeil \$ _____
Cost in Words for 18 McNeil _____

750 Melrose \$ _____
Cost in Words for 750 Melrose _____

46 Perkins \$ _____
Cost in Words for 46 Perkins _____

1 Quick \$ _____
Cost in Words for 1 Quick _____

443 Bloomfield \$ _____
Cost in Words for 443 Bloomfield _____

785 E. Madison \$ _____
Cost in Words for 785 E. Madison _____

533 N. Perry \$ _____
Cost in Words for 533 N. Perry _____

810 Scottwood \$ _____
Cost in Words for 810 Scottwood _____

193 Swead St. \$ _____
Cost in Words for 193 Swead _____

Grand Total \$ _____

Grant Total Cost in Words _____

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

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

Company Name:

Representative Signature:

Date:

Print Name:

Site Specifications: DCR Batch 16

BATCH 16

<u>Batch</u>	<u>Parcel Number</u>	<u>Address</u>	<u>Street name</u>	<u>Type</u>	<u>sq. ft.</u>	<u>Year Build</u>	<u>Stories</u>	<u>Basement</u> <u>Sq. Ft.</u>	<u>Garage</u> <u>Sq. Ft.</u>
16	14-33-432-006	451	S. Anderson	SF	963	1920	1	730	0
16	14-32-481-027	200	Crystal Lake Dr.	SF & Garage	876	1951	1.5	691	286
16	14-20-452-006	99	Home	Row Home	1,016	1950	2	508	591
16	14-20-452-005	101	Home	Row home	1,016	1950	2	508	0
16	14-20-452-004	103	Home	Row Home	1,016	1950	2	508	0
16	14-20-452-003	105	Home	Row Home	1,016	1950	2	508	0
16	14-29-405-004	160	W. Huron	Commercial	8,251	1920	2	5142	Car Port
16	14-21-478-031	405	Linda Vista	SF & Garage	871	1955	1	858	0
16	14-20-401-036	18	McNeill St.	SF & Garage	992	1920	2	992	Approx. 1,200
16	14-22-111-015	750	Melrose	SF & Garage	949	1959	949	949	493
16	14-33-105-011	46	Perkins	SF & Garage	1,350	1910	2	572	225
	14-28-376-013 (same parcel # as 32 Paddock St, which was torn down earlier. Second building on Quick was not torn down at that time)	1	Quick (AKA 32 S. Paddock St.)	SF & Garage	919	1910	1.34	430	379
16	19-04-104-017	443	Elcomfield Ave	SF & Garage	1,111	1971	1	0	501
16	14-16-479-035	735	E. Madison Ave	SF & Garage	887	1959	1.5	0	285
16	14-21-352-041	533	N. Perry St.	SF	728	1910	1.5	0	0
16	14-22-103-003	810	Scottwood St. (Only the 810 address and sheds not the duplex located on the same parcel)	SF & Sheds	1,465	1930	1	742	5 Sheds
16	14-34-106-001	193	Swead St.	SF	766	1920	1	766	0

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____ Date: _____

Office # _____ Cell # _____

FAX # _____ Email _____

Website: _____ Federal Tax I.D. #: _____

APPENDIX B

Section 3 clause 135.38

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

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

APPENDIX C
CONFLICT OF INTEREST STATEMENT

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

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

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

Date: _____

Signature: _____

Printed name: _____

APPENDIX D INSURANCE

1. INSURANCE

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

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

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

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

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

3. INDEMNIFICATION CLAUSE

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

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

4. EXTRAS

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

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

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

6. INCLUDED WORK

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

7. SUB-CONTRACTS

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

Certified by: _____

Its; _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX E

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

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

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

1 As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

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

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

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

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

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

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

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

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

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

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

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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

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

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

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

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

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

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

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

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

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

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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

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

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

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

Contractor's Certification
Community Development Block Grant Program
Concerning Labor Standards and Prevailing Wage Requirements

TO: Mike Pucher, Supervisor
Contract Compliance Unit
Oakland County Community & Home Improvement
Oakland Pointe, Ste 1900
250 Elizabeth Lk. Rd.
Pontiac Mi 48341-0414

PROJECT NAME:

PROJECT NUMBER (if any)

1. The undersigned, having executed a contract with _____
in the amount of \$_____ for the construction of the above-identified project, acknowledges that:
- (a) The Federal Labor Standards Provisions are included in the aforesaid contract.
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.
2. He certifies that:
- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276a-2(a)).
 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that:

(a) Employer's IRS # is:

(b) Legal name and the business address of the undersigned are:

(c) The undersigned is (please check one):

<input type="checkbox"/> A Single Proprietorship	<input type="checkbox"/> A Corporation Organized in The State of:
<input type="checkbox"/> A Partnership	<input type="checkbox"/> Other Organization (Describe)

(d) Name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address

(e) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(f) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

(Name of Contractor)

By _____
(Authorized Signature)

Date _____



OAKLAND COUNTY
COMMUNITY & HOME
IMPROVEMENT DIVISION

CONTRACTOR
REGISTRATION
PACKET

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

In order to process payments from Oakland County, each payee/vendor must be on the Master Vendor List. Please complete and return the attached Vendor Registration form and the Request for Taxpayer Identification Number and Certification (Form W-9) to the following address

OAKLAND COUNTY COMMUNITY & HOME IMPROVEMENT DIVISION
OAKLAND POINTE, SUITE 1900
250 ELIZABETH LAKE ROAD
PONTIAC MI 48341-0414

FAX # (248) 858-5311 or Email: pucherm@oakgov.com

If you would like your payment(s) made to you electronically, please complete and return the ACH VENDOR REGISTRATION FORM - Electronic Funds Transfer (EFT) on page 4.

INSTRUCTIONS

Please type or print clearly the information on the Registration form.

INCOMPLETE REGISTRATION FORMS WILL BE DISCARDED

1. TAX IDENTIFICATION NUMBER:

This is your nine digit Tax Identification Number. Enter the number that is used when reporting tax earnings as shown on the Request for Taxpayer Identification Number and Certification (Form W-9) included in this packet. This may be your Federal Employer Identification Number (FEIN/TIN), or your social security number (SSN). If you are a sole proprietorship, you should enter your social security number.

2. BUSINESS/INDIVIDUAL NAME AND ADDRESS:

Enter your company (or individuals) legal business name and address; payments will be sent to this address, unless otherwise noted (see #3 below).

3. REMITTANCE ADDRESS:

Complete only if different from address (see #2 above). Enter the address where you want payments sent.

If more space is needed for any additional information, please attach a separate sheet of paper to the registration form.

TO BE CONSIDERED AN ACTIVE PAYEE/VENDOR AND TO RECEIVE ANY PAYMENTS DUE, THE FISCAL SERVICES DIVISION MUST RECEIVE A SIGNED AND DATED W-9 FORM. A W-9 FORM IS INCLUDED IN THIS PACKET, OR YOU CAN DOWNLOAD THE FORM VIA THE INTERNET AT WWW.IRS.GOV.

IT IS THE SOLE RESPONSIBILITY OF THE PAYEE/VENDOR TO NOTIFY THE FISCAL SERVICES DIVISION OF ANY AND ALL CHANGES TO THIS APPLICATION. A VENDOR CHANGE REQUEST FORM CAN BE OBTAINED BY CALLING (248) 858-5489 OR VIA THE INTERNET AT: <http://www.oakgov.com/mgtbud/fiscal/Pages/vendors.aspx>



L BROOKS PATTERSON, OAKLAND COUNTY EXECUTIVE

VENDOR REGISTRATION

Oakland County Community & Home Improvement Division
 Oakland Pointe, Suite 1900
 250 Elizabeth Lake Road
 Pontiac MI 48341-0414
 Phone (248) 858-0196, Fax (248) 858-5311
 Email: pucherm@oakgov.com

TAX IDENTIFICATION NUMBER:

(Use Social Security Number if sole proprietor)

TIN

SSN

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Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

Business/Individual Name and AddressRemittance Address

Legal Business Name*

Address*

City*

State*

Zip*

Phone*

Fax

Contact*

Title

E-mail

Address

City

State

Zip

Phone

Fax

Contact

Title

E-mail

***REQUIRED FIELDS**

Requesters Name (please print)

Requesters Signature (required)

Date



ACH VENDOR REGISTRATION FORM Electronic Funds Transfer (EFT)

THIS PAGE IS OPTIONAL

INSTRUCTIONS: Please type or print clearly. Complete all sections. Incomplete applications will be discarded.

PAYEE/VENDOR INFORMATION					
Name:					
Address:					
Tax Identification Number: (use SSN if individual or sole proprietor)			E-mail Address:*		
		TIN	SSN		
Contact Person Name	Title		Telephone Number:	Fax Number:	
FINANCIAL INSTITUTION INFORMATION					
Name of Financial Institution:					
Nine-Digit Routing Transit Number: You must obtain a correct Routing number from your bank for ACH transactions. This may not be the same as the routing number on your checks.					
Account Number:					
Account Type:			Checking	Savings	

Authorized Signature

Title

Printed Name of Signor

Date

*E-mail Address is required for notification purposes.

RETURN TO:

Oakland County Community & Home Improvement Division
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341-0414
FAX # (248) 858-5311 or Email: pucherm@oakgov.com

I authorize Oakland County to deposit funds owed to the above payee/vendor by the County, by direct deposit (electronic funds transfer). Information provided must be for U.S. Financial Institutions only.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and Oakland County's policy regarding electronic funds transfers as they exist on this date or as subsequently adopted, amended, or repealed. Michigan law governs electronic funds transactions authorized by this agreement in all respects except as otherwise superseded by federal law.

**Request for Taxpayer
Identification Number and Certification**

Revised 04/2014

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ETHNIC OWNERSHIP REPORT

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

() Female () Male

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

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

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

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

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

() Other: Please Specify: _____

Date _____

Project _____

Business Name _____

Representative Name _____

Position _____

Signature _____

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

Oakland County Water Resource Commission

Oakland County Surety Bonds are annual bonds and not site specific. Below are the three parts of bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work including any and all extensions/relocations/connections/manhole adjustments/etc.

1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at:

http://www.oakgov.com/water/Pages/permit_app_form/default.aspx

http://www.oakgov.com/water/Documents/2013_updates/dc_443_012013.pdf

2. \$500.00 Cash Bond posted at OCWRC (refundable)
3. Liability Insurance naming OCWRC as certificate holder.

Contractors should be directed the contact the WRC front desk 248-858-0958.

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

One Public Works Drive
Waterford, Michigan 48328

SURETY BOND -

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____
Contractor, as Principal, and _____
a corporation organized under the laws of the State of _____
having its principal office in the City of _____
and authorized to transact the business of Surety in the State of Michigan, as Surety, are held and firmly bound to the County
Water Resources Commissioner, County of Oakland, State of Michigan, as obligee, in penal sum of Five Thousand and
no/100 (\$5,000.00) dollars, lawful money of the United States, for which payment, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligee to connect a sanitary sewer system, storm drainage system,
individual building sanitary service, individual building sump pump service directly or indirectly, into any sanitary sewage
disposal system or county drain owned and or operated by the County of Oakland;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify
said Obligee against all loss or damage caused by said Principal's breach of any ordinance, rule, regulation or resolution
and/or failure to comply with Obligee's requirements, specifications, and Departmental Standards, then the above obligation
shall be void, otherwise to be and remain in full force and effect.

PROVIDED, THE LIABILITY OF THE SURETY upon this bond shall be and remain in full force and effect for the full
period of the permit(s) issued to the Principal above named by not beyond _____
20____, or ten days after receipt by the Obligee of a written notice signed by such Surety, or its authorized agent, stating that
the liability of such Surety is thereby terminated and canceled. Provided further, that nothing herein shall affect any rights or
liabilities which shall have accrued under this bond prior to the date of such termination.

This bond may be extended for a further term by the issuance of a Continuation Certificate signed by the Surety.

Dated: _____

Name: _____

Address: _____

By: _____

(Principal)

Name: _____

Address: _____

By: _____

Surety (Attorney-In-Fact)

JIM NASH

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

Page 1 of 1

Rev.: 01/26/11

JIM NASH
OAKLAND COUNTY WATER RESOURCES COMMISSIONER
BUILDING 95 WEST - ONE PUBLIC WORKS DRIVE
WATERFORD, MICHIGAN 48328-1907
(248) 858-0958
FAX (248) 858-1066

FAX TRANSMITTAL

DATE:		TIME:		NUMBER OF PAGES	
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(including cover page)

TO:	
FIRM:	
FAX NUMBER:	

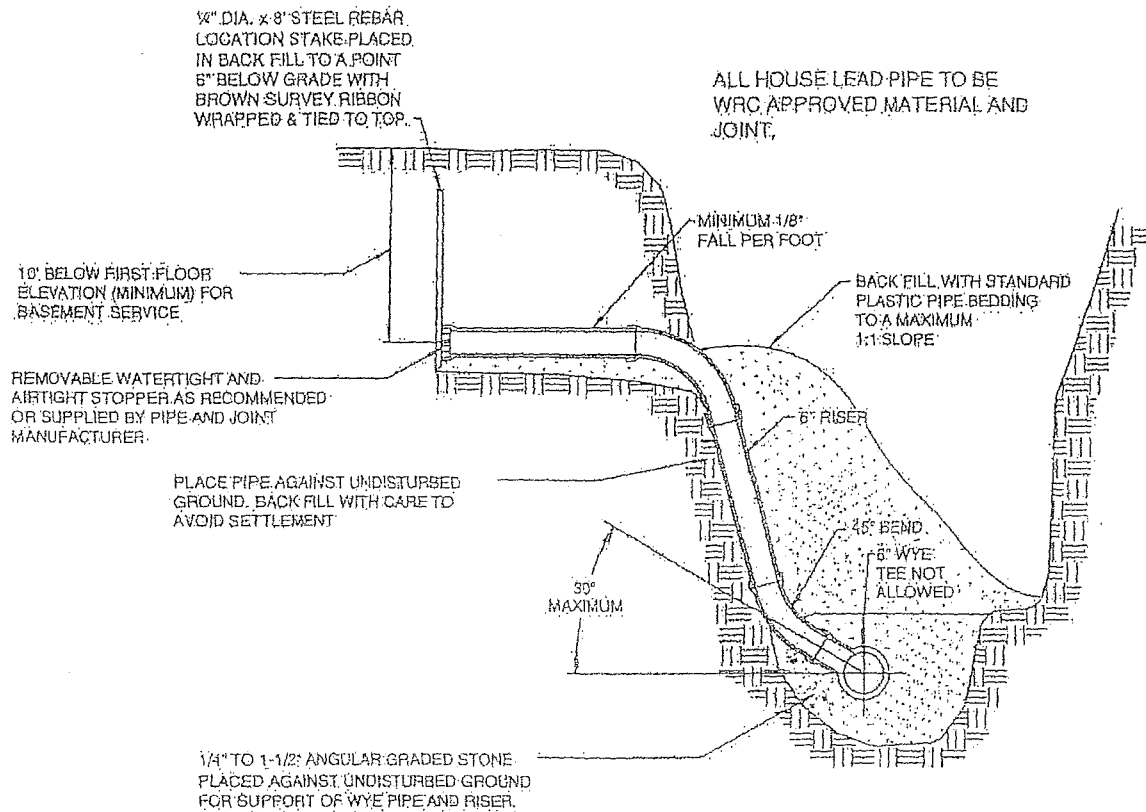
FROM:	Mark W. Davis
UNIT:	Permitting
PHONE NUMBER	248-452-2172

COVER MESSAGE	
The following are the bonding requirements of the OC Water Resources Commissioners Office for sanitary sewer work Including any and all extensions/relocations/connections.	
1. \$5000.00 Surety Bond on OCWRC form No. DC-443 available online at : http://www.oakgov.com/water/Pages/permit_app_form/default.aspx	
2. \$500.00 Cash Bond posted at OCWRC (refundable)	
3. Liability Insurance naming OCWRC as additional insured.	

If you do not receive all the pages, please call the sender

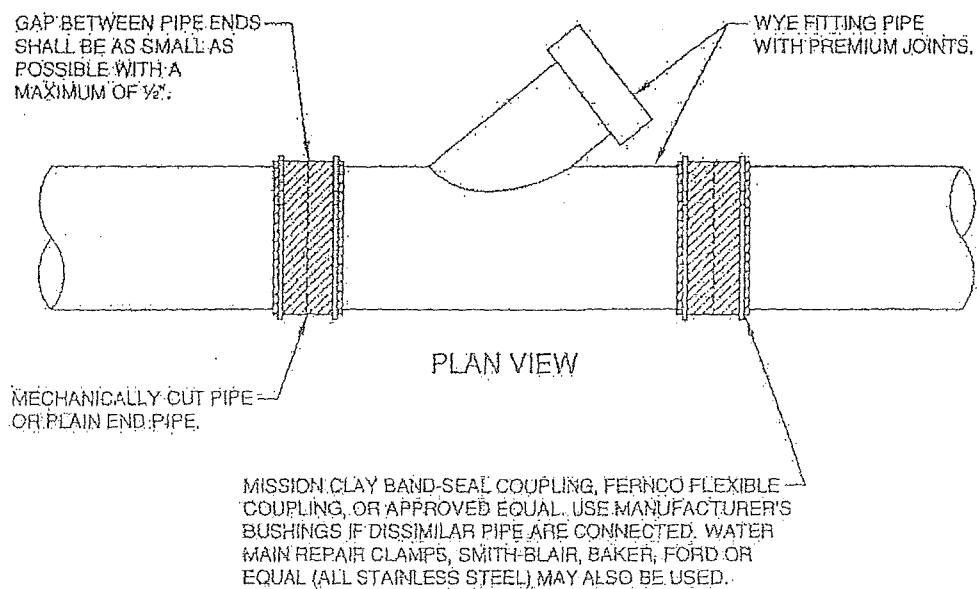
OAKLAND COUNTY
WATER RESOURCES COMMISSIONER
Gravity Building Lead Requirements and Details

1. All building lead work must be performed under Oakland County Water Resources Commissioner (WRC) and/or local unit of government inspection.
2. For all WRC-operated systems, call 248-858-1105 24-hours in advance of work to schedule inspection.
3. No sanitary sewer may be used as a cleanout or dewatering outlet.
4. Where an existing building lead is being extended, dissimilar types and sizes of pipe shall be joined using a WRC approved adapter.
5. Approved building lead pipe for gravity sewer leads:
 - a. ABS plastic, ASTM D2751, SDR 23.5.
 - b. PVC plastic, ASTM D3034, SDR 23.5 or ASTM D2665, Schedule 40.
 - c. Ductile Iron Pipe, American Water Works Association (AWWA) C-104/A21.4, Class 54. Joints shall be Super Bel Tite, Tyton, Ty-Seal, Multi-Tite, Dual-Tite, or Veni-Tite.
 - d. Any deviations from specified above require approval by WRC.
6. Allowable types of sewer pipe adapters:
 - a. Fernco adapter/reducer donuts.
 - b. Fernco flexible coupling.
 - c. Mission clay band-seal coupling.
 - d. Smith-Blair stainless steel repair clamp.
 - e. Huron-Clinton O-ring adapter.
 - f. Hamilton-Kent Gear Grip adapter.
 - g. Plant fabricated joint conversion pipe.



HOUSE LEAD DETAIL

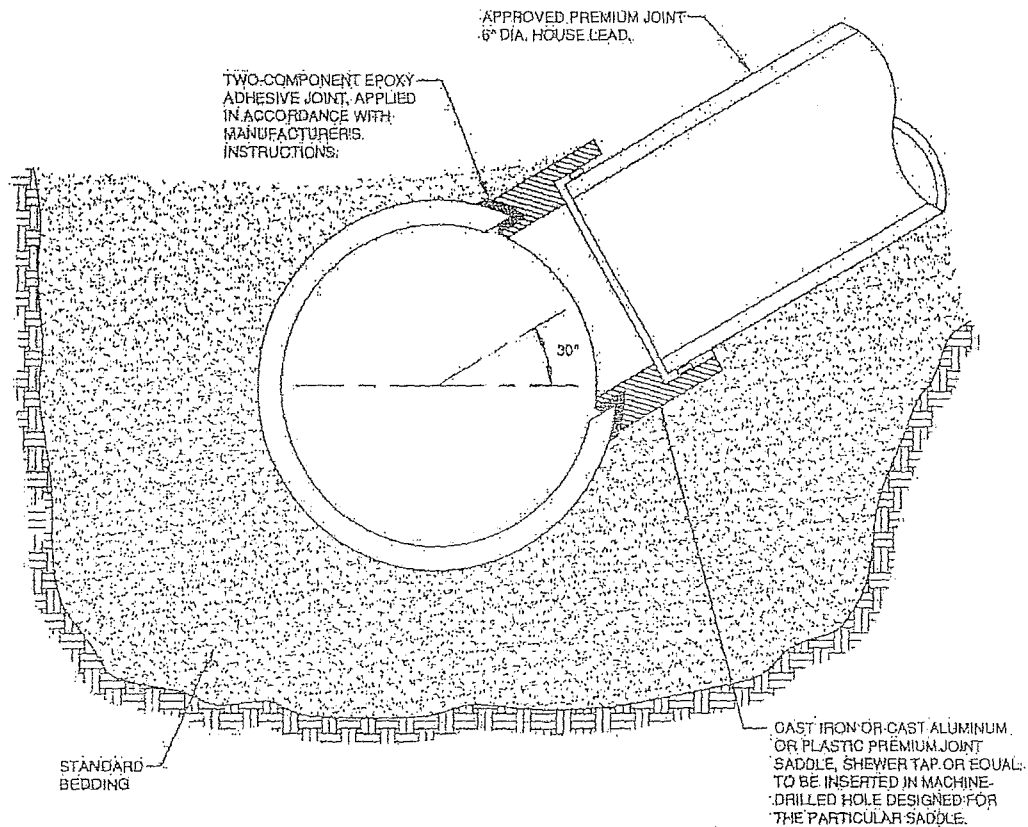
DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER WHERE WYE OPENINGS ARE NOT PROVIDED



NOTE: PIPE SHALL BE BEDDED IN STANDARD PLASTIC PIPE BEDDING.

WYE PIPE INSERTION WITH FLEXIBLE COUPLINGS
 (RIGID PIPE)

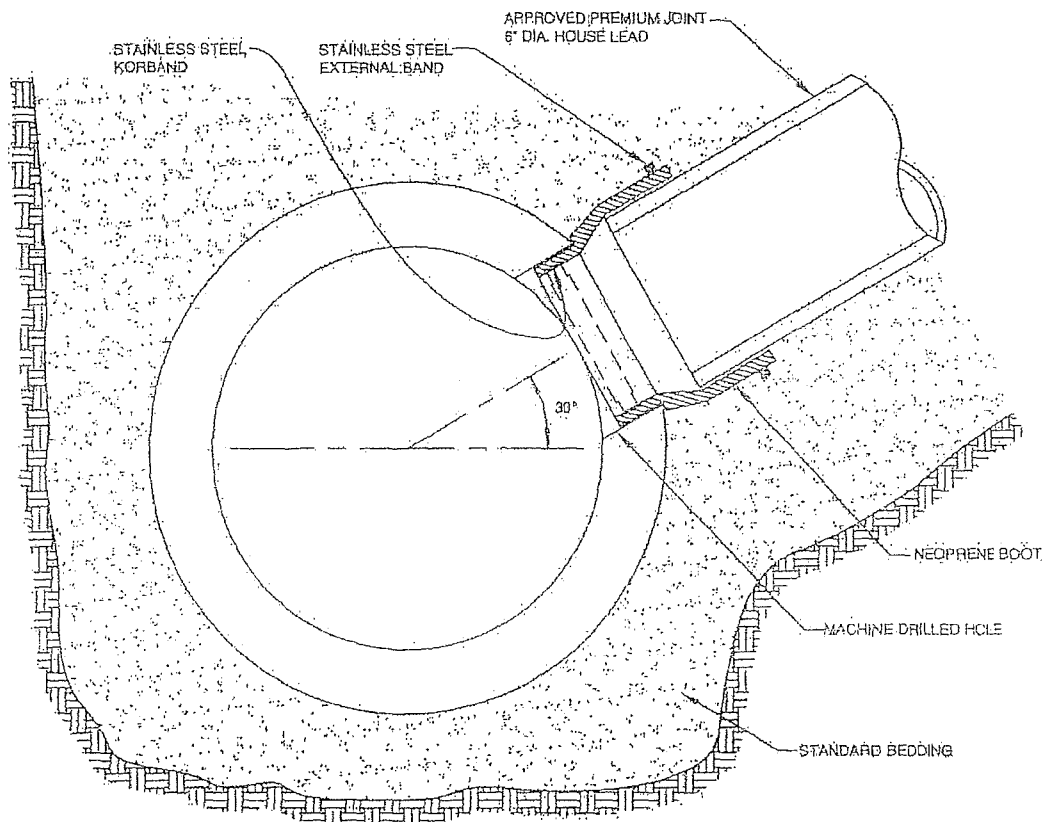
DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER
WHERE WYE OPENINGS ARE NOT PROVIDED



NOTE: SURFACE OF MAIN SEWER SHALL BE CLEANED WITH AN ABRASIVE GRINDER PRIOR TO EPOXY APPLICATION. DUE TO VARIATION OF SET-UP TIME OF EPOXY ADHESIVE WITH TEMPERATURE, ANCHOR STRAPS SHALL BE USED TO SECURE SADDLE IN POSITION IN COLD WEATHER OR WHENEVER WORK IS TO PROCEED PRIOR TO COMPLETE CURE OF EPOXY.

SADDLE TAP-ALL SIZES OF MAIN SEWER PIPES
(RIGID PIPE)

DETAILS OF HOUSE LEAD CONNECTIONS TO MAIN SEWER
WHERE WYE OPENINGS ARE NOT PROVIDED



KOR-N-TEE TAP FOR CONCRETE PIPE

Date _____ Municipality _____

Agreement of Prime Contractor

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

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

General Contractor

Signature

Title

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

Name: _____		Date: _____
Address: City & State: Zip: _____		
Telephone Number: _____	FAX Number: _____	Email Address: _____

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

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

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

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

Owner's Name: _____

Signature: _____ Date: _____

Oakland County Community & Home Improvement Division
Section 3 Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

This form is distributed to the General Contractor at the contract signing. The general contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name:	
Oakland County CDBG File #:	
Municipality:	
Project Name:	
Contract Amount:	\$
Time on Job:	From: To:

Review the information below and check all that apply for this project:

_____ We have not hired any new employees.

_____ We have hired employees that live within the Metropolitan Statistical Area (MSA) Target Area Vicinity.

_____ We have hired employees who meet Section 3 criteria.

We have taken one or more of the following recruitment steps to find MSA Target Area Vicinity residents and residents that meet Section 3 criteria.

_____ We have advertised to fill vacancies at the site, where work is taking place, in connection with this project via the following.

_____ Place signs or posters in prominent places within the target area vicinity.

_____ Taken photographs of the above item to document that the above step was carried out

_____ Distribute employment flyers in locations accessible to MSA vicinity residents.

_____ Post employment flyers in various locations within the MSA vicinity areas.

_____ Kept a log of all applicants and indicated the reasons why MSA Target Area Vicinity residents and/or Section 3 residents who applied were not hired.

_____ Requested training on MSA Vicinity Hiring and Section 3 employment requirement

Print Name: _____ Signature: _____

Date: _____

#12

**COMMUNICATION
FROM THE
MAYOR**

City of Pontiac June 30, 2019 Audit Results

Presented by:
Mark Tschirhart, Principal
Tracey Kasparek, Senior Manager

Overview of Financial Statements

- Independent Auditors' Report (pg 1)
 - Unmodified (“clean”) opinion
- Management's Discussion and Analysis (pg 6)
 - Narrative overview of the financial activities of the City for the fiscal year ended June 30, 2019

Overview of Financial Statements

- Government-wide Financial Statements (pg 17)
 - Includes all activities of the primary government and its component units.
 - Reported on the full accrual basis of accounting
 - Includes long-term assets and liabilities not included in the fund financial statements
 - Capital assets
 - Long-term debt
 - Net pension asset/liability
 - Net other postemployment benefit liability

Overview of Financial Statements

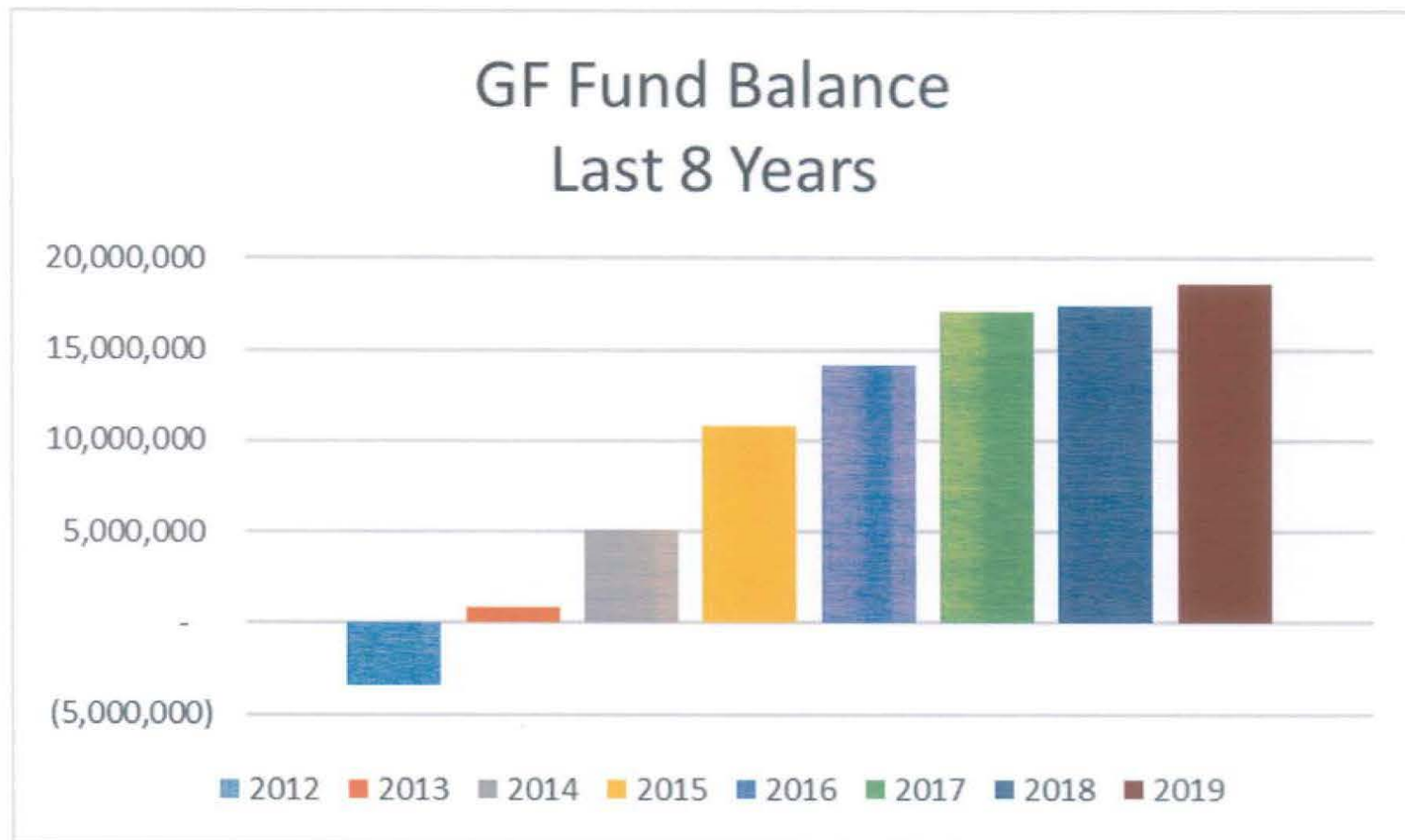
- Governmental Fund Financial Statements (pg 22)
 - Information is presented separately for each major fund. These include:
 - General Fund
 - Major Streets Fund
 - Local Streets
 - Sanitation Fund
 - District Court

Overview of Financial Statements

- General Fund Actual Results

Total Revenues	\$ 37,329,582
Total Expenditures	(34,897,265)
Net Transfers	(1,269,456)
Net Change	1,162,861
Beginning Fund Balance	17,422,150
Ending Fund Balance	\$ 18,585,011

Overview of Financial Statements



Overview of Financial Statements

- General Fund Fund Balance

	General Fund Fund Balance Classifications	% of Total Expenditures
Nonspendable	\$ 30,209	
Committed	3,200,000	
Assigned	2,800,000	
Unassigned	12,554,802	36%
	<u>\$ 18,585,011</u>	53%

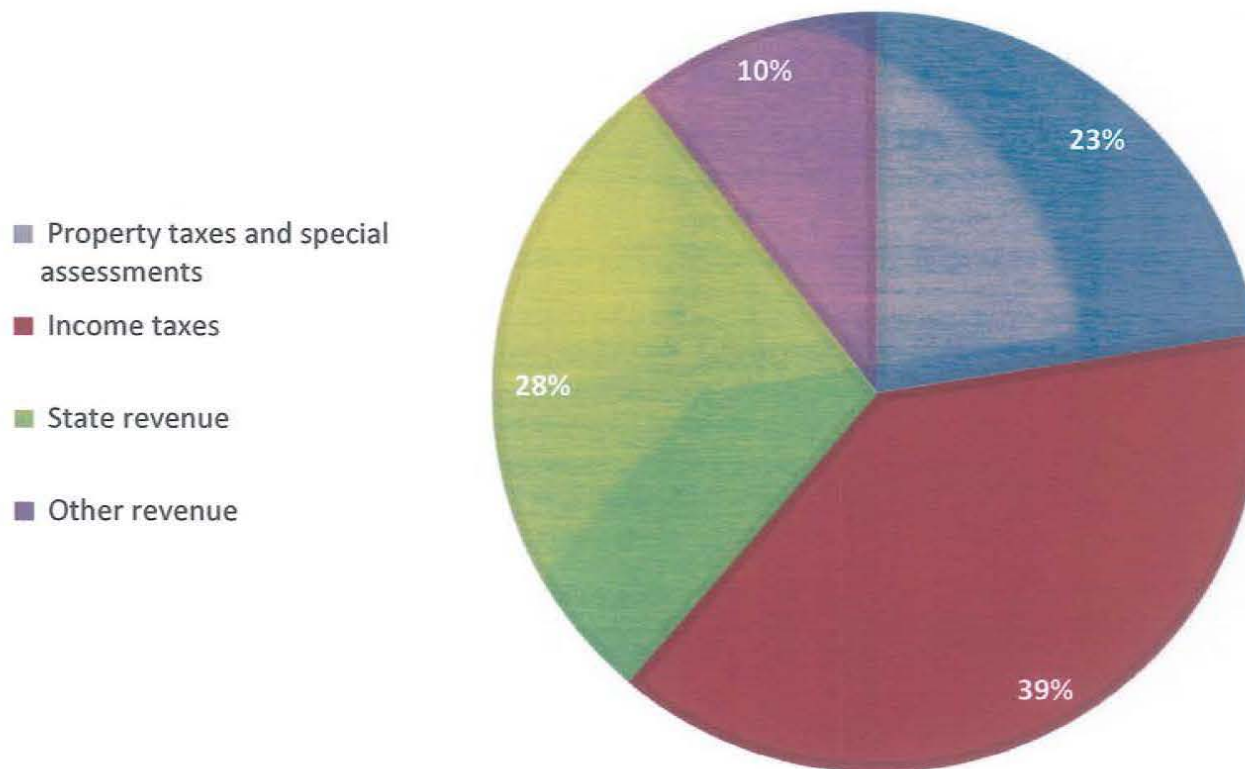
Overview of Financial Statements

- General Fund Budget to Actual (pg 106)

	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget
Total Revenues	\$ 35,678,654	\$ 35,678,654	\$ 37,329,582	\$ 1,650,928
Total Expenditures	(34,040,755)	(37,545,819)	(34,897,265)	(2,648,554)
Net Transfers	(1,634,555)	(1,707,845)	(1,269,456)	(438,389)
Net Change	3,344	(3,575,010)	1,162,861	4,737,871
Beginning Fund Balance	17,422,150	17,422,150	17,422,150	-
Ending Fund Balance	\$ 17,425,494	\$ 13,847,140	\$ 18,585,011	\$ 4,737,871

Overview of Financial Statements

GF REVENUES



Overview of Financial Statements

- Actual Results of Other Governmental Funds
 - Detail for Nonmajor Funds can be seen at pg 114

	Major Streets	Local Streets	Sanitation	District Court	Nonmajor Funds
Total Revenues	\$ 5,998,310	\$ 1,653,660	\$ 3,743,559	\$ 2,037,475	\$ 5,700,457
Total Expenditures	(6,187,229)	(2,613,045)	(3,782,087)	(2,942,908)	(4,629,285)
Net Transfers	18,484	14,125	291	904,827	(169,695)
Net Change	(170,435)	(945,260)	(38,237)	(606)	901,477
Beginning Fund Balance	2,663,403	5,933,352	6,215,848	2,093	5,859,469
Ending Fund Balance	\$ 2,492,968	\$ 4,988,092	\$ 6,177,611	\$ 1,487	\$ 6,760,946

Overview of Financial Statements

- Business-type Activities (pg 30)
 - Parking Enterprise Fund
 - Internal Service Funds
- Fiduciary Funds (pg 34)
 - Pension and Other Postemployment Trust Funds
 - Agency Funds
- Component Units (pg 37)
 - Tax Increment Finance Authority
 - Brownfield Redevelopment Authority

Conclusion

- Internal Control and Compliance
 - No findings that were considered to be *material weaknesses*.
 - No findings that were considered to be *significant deficiencies*.
- Management Letter
 - No management letter comments included as *other matters*