

NOTICE OF PONTIAC CITY COUNCIL MEETING

June 30, 2020

at 6:00 p.m.

THE MEETING WILL BE HELD ELECTRONICALLY

The City Council of the City of Pontiac will hold a Study Session on June 30, 2020 at 6:00 p.m. This meeting will be held electronically pursuant to the Open Meetings Act and Governor Whitmer's Executive Order 2020-129. The agenda of the Study Session is attached. Pursuant to Executive Order 2020-129, the Pontiac City Council gives notice of the following:

1. **Reason for Electronic Meeting.** The Pontiac City Council is meeting electronically because Executive Order 2020-129 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 June 30, 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 6-26-2020, 5:00 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
Megan Shramski, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

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

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

STUDY SESSION

June 30, 2020

6:00 P.M.

177th 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. June 11, 2020 Special Meeting on the Budget
2. June 15, 2020 Special Meeting on The Budget
3. June 16, 2020 Study Session
4. June 17, 2020 Special Meeting on The Budget
5. June 18, 2020 Special Meeting on The Budget
6. June 22, 2020 Special Meeting
7. June 23, 2020 Formal Meeting

Public Comment

Agenda Items

Discussion

8. City Hall Re-Opening (COVID-19)

Resolutions**City Clerk**

9. Resolution to approve the City Clerk's website

Department of Public Works (DPW)

10. Resolution to authorize the Mayor to sign the MDOT funding agreement for the Baldwin Avenue and Martin Luther King CMAQ and Safety Projects. The total estimated cost for this project is \$1,406,000.00; the City's portion of this project is \$430,480. This project is budgeted for fiscal year 2020/2021.
11. Resolution to authorize the Mayor to enter into a contract with Florence Cement for \$3,380,196.79 for the CenterPoint Parkway Reconstruction Project. Funding for this project is identified in the FY '20/'21 Major Street Fund.

Law

12. Resolution to authorize the Mayor to execute a quit claim deed that sells Carriage Circle to the Pontiac Housing Commission for the sum of one dollar (\$1.00), subject to the condition that if the Pontiac Housing Commission does not receive Low Income Tax Housing Tax Credits referenced herein by June 30, 2021, ownership of Carriage Circle shall automatically revert to the City of Pontiac.

Communication from the Mayor

13. Rebuttal Contesting Council's Proposal to Eliminate and/or Reduce Certain Line Items in the Fiscal Year 2020-2021 Annual Budget

Public Comment**Mayor, Clerk and Council Closing Comments****Adjournment****Upcoming Special Presentations****July 7, 2020**

1. Medical Marihuana Application Review Process Update
2. Status Update: Release of RFP's for Phoenix Center
3. Third party investment regarding the Phoenix Center Settlement Agreement

#1

MINUTES

6-11-20

June 11, 2020 Special

**Official Proceedings
Pontiac City Council
168th Session of the Tenth Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Thursday, June 11, 2020 at 10:00 a.m. by Council President Kermit Williams.

Roll Call

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

Members Absent: Carter.

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

20-261 **Excuse Councilperson Randy Carter for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Shramski.

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

No: None

Motion Carried.

Department Hearing

Mayor's Office

Councilman Randy Carter arrived at 10:25 a.m.

Suspend the Rules

20-262 **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried.

20-263 **Schedule Special Meetings regarding the Budget on Monday, June 15, 2020, Wednesday, June 17, 2020 and Thursday, June 18, 2020 at 9:00 a.m.** Moved by Councilperson Waterman and second by Councilperson Miller.

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

No: None

Motion Carried.

Ordinance

20-264 City of Pontiac 2020-2021 General Appropriations Act. (First Reading) Moved by Councilperson Waterman and second by Councilperson Taylor-Burks. Discussion took place. Councilperson Waterman withdrew her motion and Councilperson Tylor-Burks withdrew her second. Council does not need to vote on the first reading of an ordinance.

Councilwoman Mary Pietila left the meeting.

20-264 Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account 445-458-977.002 for Vehicles in the Capital Improvement Fund in the amount of \$712,000. Moved by Council Miller and second by Councilperson Waterman.

Whereas, on the city council has expressed the desire to increase snow removal frequency from six inches to three inches;

Whereas, the city will have to purchase two vehicles to meet the requirements of the ordinance;

Whereas bidding practices require that there are adequate appropriations budgeted before bids are requested;

Whereas, the City Council will authorize a budget amendment in fiscal year 2020 for \$712,000, with the understanding that this appropriation will need to be rolled over to fiscal year 2021, as that is the period in which the vehicles will be delivered, and the expense recognized.

NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to increase account 445-458-977.002 for Vehicles in the Capital Improvement Fund in the amount of \$712,000. This increase is due to ordinance passed by Pontiac City Council in May 2020 to increase the snow removal frequency from six inches to three inches.

Ayes: None

No: Waterman, Williams, Carter, Miller, Shramski and Taylor-Burks

Resolution Failed.

20-265 Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$249,615 to the Major Street Fund in account 202-463-978.000 – Joslyn: Perry to Walton. Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

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

Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current year 2019-2020 for the rehabilitation of Joslyn Ave between Perry Street and Walton Boulevard for the amount of \$249,615 to account 202-463-978.000 as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended.

June 11, 2020 Special

Whereas, the increased appropriations will not cause the fund balance in the Major Street fund to go below the policy mandated thresholds and;

NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$249,615 to the Major Street Fund in account 202-463-978.000 – Joslyn: Perry to Walton.

Ayes: Carter, Shramski, Taylor-Burks and Waterman

No: Miller and Williams

Resolution Passed.

20-266 **Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$79,450 to the Capital Improvement Fund in account 445-336-976.001 – Building Additions & Improvements.** Moved by Councilperson Carter and second by Councilperson Waterman.

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

Whereas, emergency repairs to Fire Station #6 and Fire Station #9 were required that were not originally appropriated for;

Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current year 2019-2020 for the repairs to the Capital Improvement Fund for the amount of \$79,450 to account 445-336-976.001 – Building Additions & Improvements.

Whereas, the increased appropriations will not cause the fund balance in the Capital Improvement fund to go below the policy mandated thresholds and;

NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$79,450 to the Capital Improvement Fund in account 445-336-976.001 – Building Additions & Improvements.

Ayes: Shramski, Taylor-Burks and Waterman

No: Miller, Williams and Carter

Resolution Failed.

20-267 **Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$422,990 to the General Fund in accounts 101-266-804.018 – Legal Services – Giarmarco Mullins for \$111,270, 101-266-804.021 – Legal Services Prosecutions for \$272,355, 101-266-804.022 – Legal Services MTT for \$1,040, 101-266-804.023 – Legal Services Code Enforcement for \$5,630, 101-266-804.024 – Legal Services Lawsuits for \$8,850, and 101-266-804.025 Legal Services Medical Marijuana for \$23,845.** Moved by Councilperson Waterman and second by Councilperson Shramski.

Whereas, on the city council originally adopted an appropriation for account 101-266-804.018 of \$200,000;

Whereas, this original appropriation was not sufficient to cover the ongoing legal costs for general services provided by the City Attorney, Giarmarco Mullins;

Whereas, the City Council will be required to authorize a budget amendment in fiscal year 2020 for \$422,990.

NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$422,990 to the General Fund in accounts 101-266-804.018 – Legal Services – Giarmarco Mullins for \$111,270, 101-266-804.021 – Legal Services Prosecutions for \$272,355, 101-266-804.022 – Legal Services MTT for \$1,040, 101-266-804.023 – Legal Services Code Enforcement for \$5,630, 101-266-804.024 – Legal Services Lawsuits for \$8,850, and 101-266-804.025 Legal Services Medical Marijuana for \$23,845.

Ayes: None

No: Shramski, Taylor-Burks, Waterman, Williams, Carter and Miller

Resolution Failed.

20-268 **Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$505,230 to the Local Street Fund in account 203-463-986.000 – Irwin: Sanford to MLK.** Moved by Councilperson Shramski and second by Councilperson Taylor-Burks.

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

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

Whereas, the Mayor is proposing to the City Council to increase the appropriations for the current year 2019-2020 for the local street improvement project for Irwin Ave from Sanford St to Martin Luther King Jr. Boulevard for the amount of \$505,230 to account 203-463-986.000 as necessary to complete the projects that the City Council had fully funded and approved in the last fiscal year but were not timely expended.

Whereas, the increased appropriations will not cause the fund balance in the Major Street fund to go below the policy mandated thresholds and;

NOW THEREFORE be resolved that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to allocate a total of \$505,230 to the Local Street Fund in account 203-463-986.000 – Irwin: Sanford to MLK.

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

No: Miller

Resolution Passed.

No Public Comment

Adjournment

Council President Kermit Williams adjourned the meeting at 10:47 a.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#2

MINUTES

6-15-20

June 15, 2020 Special

**Official Proceedings
Pontiac City Council
169th Session of the Tenth Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Monday, June 15, 2020 at 9:00 a.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Discussion

City Council Proposed Changes to the Mayor's Proposed 2020-2021 Annual Budget

The discussion focused on the following departments:

Fire (Waterford Regional), Public Safety (Oakland County Sheriff); Department of Public Works (DPW); 50th District Court; Building (Wade trim); Planning/Code Enforcement; Cable; Youth Recreation and Senior Citizens.

City Council Proposed Changes to the City of Pontiac 2020-2021 General Appropriations Act Ordinance

No Public Comment

Adjournment

Council President Kermit Williams adjourned the meeting at 12:27 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#3

MINUTES

6-16-20

**Official Proceedings
Pontiac City Council
170th 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, June 16, 2020 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

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

Members Absent: Pietila and Shramski. (Councilwoman Shramski arrived after roll call.)

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

~~20-269~~ **Excuse Councilperson Mary Pietila and Megan Shramski for personal reasons.**

Moved by Councilperson Waterman and second by Councilperson Taylor-Burks. Motion withdrawn from Councilperson Waterman and second withdrawn from Councilperson Taylor-Burks. (Councilperson Megan Shramski arrived after roll call.)

20-269 **Excuse Councilperson Mary Pietila for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Tylor-Burks.

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

No: None

Motion Carried.

Approval of Agenda

20-270 **Approval of the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Approval of Minutes

20-271 **Approve special meeting minutes/public hearing for June 9, 2020.** Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried.

20-272 **Approve formal meeting minutes of June 9, 2020.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-273 **Approve special meeting minutes on the Budget for June 10, 2020.** Moved by Councilperson Shramski and second by Councilperson Waterman.

Ayes: Williams, Carter, Shramski and Waterman

No: Miller and Taylor-Burks.

Motion Carried.

Deputy Mayor Bais-DiSessa disputed the fact that there had been discrepancies in the budget documents presented during department budget hearings as stated in the minutes.

Public Comment

Nine (9) individuals submitted a public comment read by the City Clerk.

Suspend the Rules

20-274 **Suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

No: None

Motion Carried.

Resolution

City Clerk

20-275 **Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to transfer \$3960.00 from Dept. 215 city Clerk account 101-215-957-002 Training Expense to Account 101-215-902-005 Public Notices.** Moved by Councilperson Shramski 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) included a City Clerk Dept. (215) budget; and

Whereas, the City Clerk is requesting to transfer \$3960.00 from Dept. 215 City Clerk Account 101-215-957.002 Training Expense to Account 101-215-902.005 Public Notices

Whereas, these transfers are necessary to pay invoices and ensure that the City is in compliance with the Charter by publishing public notices; 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 authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment.

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

No: None

Resolution Passed.

Suspend the Rules

20-276 **Suspend the rules.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Resolution

City Clerk/ Elections Division

20-277 **Resolution to authorize the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment to transfer funds from the following Dept. 191 Elections Accounts: Account 101-191-702.020 Salaries and Wages (Non-FICA) \$12,084.00; Account 101-191-716.000 Medical Insurance \$18,223.83; Account 101-191-717.000 Life Insurance \$715.12; Account 101-191-719.001 Dental Insurance \$411.55; Account 101-191-721.010 Health Care Waiver \$7293.00 to Account 101-191-809.000 Services-Elections. The total amount of the transfer is \$38,727.50.** Moved by Councilperson Waterman 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) included an Elections Dept. (191) budget; and
Whereas, the City Clerk is requesting to transfer funds from the following Dept. 191 Elections Accounts: Account 101-191-702.020 Salaries and Wages (Non-FICA) \$12,084.00; Account 101-191-716.000 Medical Insurance \$18,223.83; Account 101-191-717.000 Life Insurance \$715.12; Account 101-191-719.001 Dental Insurance \$411.55; Account 101-191-721.010 Health Care Waiver \$7293.00 to Account 101-191-809.000 Services-Elections. The total amount of the transfer is \$38,727.50; and
Whereas, these transfers are necessary for the preparation of the upcoming August 4, 2020 Primary Election; 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

June 16, 2020 Study

Now Therefore, Be It Resolved, that the City Council hereby authorizes the Interim City Clerk to publish a notice in a newspaper of general circulation at least one week before consideration of the proposed budget amendment.

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

No: None

Resolution Passed.

Suspend the Rules

20-278

Suspend the rules. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman and Williams

No: Carter, Miller and Shramski

Motion Failed.

Agenda Item #9

Department of Public Works (DPW)

Council President Pro-Tem Randy Carter wants to see a map regarding item #9 MDOT funding agreement for the Baldwin Avenue and Martin Luther King CMAQ and Safety Projects.

Agenda Item #10

Finance –

Council President Williams requested that item #10 be put on Thursday's agenda, the Resolution to authorize the following FY 2020-2021 Millage rates to be levied and collected on the general property tax of all real and personal property within the City.

Adjournment

Council President Kermit Williams adjourned the meeting at 6:54 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#4

MINUTES

6-17-20

**Official Proceedings
Pontiac City Council
171st Session of the Tenth Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Wednesday, June 17, 2020 at 9:00 a.m. by Council President Kermit Williams.

Roll Call

Members Present: Carter, Miller (arrived after roll call), Pietila, Shramski, Taylor-Burks, Waterman (arrived after roll call) and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

Discussion

City Council Proposed Changes to the Mayor's Proposed 2020-2021 Annual Budget

The discussion focused on the following departments:

Youth Recreation; Clerk, Elections and Medical Marihuana; Finance; Human Resources; Information Technology (I.T.); Income Tax; Treasury; Economic/Community Development; Mayor; Council and Law (Giarmarco, Mullin and Horton)

Suspend the rules

20-279 **Suspend the Rules.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Resolution

City Council

20-280 **Resolution to engage Bonadio & Co, LLP, Certified Public Accounts to conduct an audit of Fiscal Year 2020 budget for the City Council and approve the \$10,000 retainer the services of Bonadio & Co, LLP.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, during budget discussion for FY 2020-2021, the Pontiac City Council has determined that as prudent and fiscally responsible fiduciaries, it is necessary to retain an outside professional certified public accounting firm, to assist the Council in analyzing financial matters of the City; and,

Whereas, retaining an outside professional certified public accounting firm would be in the best interest of the citizens of Pontiac and would be consistent with the Pontiac City Council's duty to maintain integrity and transparency; and,

June 17, 2020 Special

Whereas, Bonadio & Co., LLP, Certified Public Accounts, submitted an engagement letter to the Pontiac City Council on June 14, 2020 (*letter and professional biographies are attached*); and,

Whereas, section 3.115 of the Pontiac City Charter provides, "Council may, within appropriations provided in the budget, appoint staff or contract for services. Staff or persons engaged pursuant to contract serve at the pleasure of the Council.

Now, Therefore, Be It Resolved that the Pontiac City Council hereby acknowledges and agrees to the standard terms of the Professional Consulting Services contained in the engagement letter provided by Bonadio & Co, LLP, Certified Public Accountants, and further agrees to proceed with phase I of the proposed phase approach and also agrees to submit the requested retainer of ten thousand (\$10,000) Dollars upon passage of this resolution.

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

No: None

Resolution Passed.

****See Exhibit A for attachments****

No Public Comment

Adjournment

Council President Kermit Williams adjourned the meeting at 12:17 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

Bonadio & Co., LLP
Certified Public Accountants

June 14, 2020

Pontiac City Council
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342

RE: Professional Consulting Services

We appreciate the opportunity to provide professional consulting services to the Council Members (the "Council") of the City of Pontiac, Michigan (the "City"). This engagement letter confirms our understanding of your retention of Bonadio & Co., LLP ("Bonadio") to assist you in analyzing select financial matters of the City.

Scope of Services

Our procedures may include, but are not limited to the following:

- Request and obtain the City's 2020 and 2021 budget and associated reports, forms and supporting documentation.
- Perform a high-level analysis of the 2020 and 2021 budgets to select budget lines/sections for further evaluation.
- Evaluate payroll costs compared to budgeted amounts ensuring that employees are hired and compensated according to approved budgetary amounts
- Draft and submit a document requesting specific budget detail, contracts, invoices, payroll records, and other supporting documentation relevant to selected budget lines/sections.
- Receive and analyze documents received from request above. This analysis may include forensic accounting and investigative procedures for certain transactions, revenues and expenditures, if we identify that those transactions may be inappropriate or not compliant with procurement policy, City Council Charter and/or federal, state and local laws and regulations. Such procedures are deemed to be forensic in nature, and may include the following:
 - Compare invoices and payments for services, service time periods, and payment terms with procurement policies and contractual agreements
 - Evaluate contracts of service providers to ensure they are compliant with services agreed upon at procurement. Perform on-site service provider visitation or request documents to review internal service records and ensure that internal records are agreement with services being billed.
 - Review invoices that are not covered by an appropriate contractual agreement and/or were purchased outside of the procurement policy
- Draft reports of our findings, observations and recommendations following evaluations of select budget lines/sections.

Summary of Roles and Responsibilities

The services under this engagement letter will be performed in accordance with the Statement on Standards for Consulting Services ("SSCS") issued by the American Institute of Certified Public Accountants ("AICPA"). Consulting services differ fundamentally from attestation services. In an attest service, the practitioner expresses a conclusion about the reliability of a written assertion that is the responsibility of another party, theasserter. In a consulting service, the practitioner develops the findings, conclusions, and recommendations presented, based solely by the agreement between the practitioner and the client.

171 Sully's Trail
Pittsford, New York 14534
p (585) 381-1000
f (585) 381-3131

www.bonadio.com

Accordingly, our services will not constitute an audit, compilation, review, or attestation service of the City's financial statements or any part thereof, as described in the pronouncements on professional standards of the AICPA or the Public Company Accounting Oversight Board ("PCAOB"). Additionally, we will not otherwise verify the data you submit for accuracy or completeness. Rather, we will rely on the accuracy and completeness of the documents and information you provide to us.

We will provide expertise and recommendations based on our observations during the work requested by you to assist in this project. It will be the Council's responsibility to provide substantive involvement as part of the project team, determine the level of work desired, and determine how to proceed relevant to any recommendations or advice provided. You are responsible for making all management decisions and for performing management functions and overseeing and monitoring the services we provide by designating an individual, who possesses suitable skill, knowledge or experience and will assure that you have obtained all needed information from appropriate sources to make appropriate business decisions. Further, although we will have discussions of various business matters, it is understood that we may not have been provided all appropriate information to make informed recommendations related to those discussions. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management and/or Council responsibilities.

Warranties and Liabilities

Our services will be performed in a professional and workmanlike manner. All services will be rendered by and/or under the supervision of Bonadio personnel or Bonadio's specialized third-party consultants or subcontractors. Bonadio makes no representation or warranty regarding either the services to be provided or any deliverables. In no event, unless it has been finally determined that Bonadio was grossly negligent or acted willfully or fraudulently, shall Bonadio be liable to you or any third party, whether a claim be in tort, contract or otherwise for any amount in excess of the total professional fees (excluding expenses) paid by you to us under this agreement for the particular service to which such claim relates. In no event shall Bonadio be liable for any special, consequential, indirect, exemplary, punitive, lost profits or similar damages, even if we have been apprised of the possibility thereof.

You agree to indemnify and hold harmless Bonadio, its employees, partners and third party consultants and subcontractors from any and all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or relating to the services or deliverables under this letter, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of Bonadio & Co., LLP relating to such services or deliverables. Your indemnity obligation contained in this paragraph shall survive termination or expiration of this letter (including but not limited to all reasonable costs and expenses related to answering subpoenas, attending depositions, being named in third-party claims, related attorneys' fees, etc.).

In the event of a conflict or inconsistency between the terms of this letter and any other written agreement between us relative to the services to be performed (including any deliverables), the terms of this letter shall be deemed controlling in all material respects.

Deliverables

All information and materials of any form or description collected by us in the course of our engagement shall constitute our work files and will at all times, during and after completion of our engagement, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the City in strictest confidence.

We will use our best efforts to keep strictly confidential the report, its existence, and content, as well as the identity of the City and other identifying information. We will nevertheless have no liability to the City or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

Fees

Our fees for this engagement will be on the actual time spent at our standard hourly rates, plus out of pocket expenses. Our hourly rates are as follows:

Job Title	Hourly Rate
Partner/EVP	\$350
Principal	\$285
Manager	\$225
Senior	\$175

The scope of a project of this nature can be difficult to estimate. Variables such as availability of documentation, quality of documentation, complexity of budgeting calculations/reports/formulas, cooperativeness of knowledgeable parties and expansiveness of future Council requests based on findings can have a considerable effect on the number of hours that is needed to adequately complete the Council's objectives.

Therefore, we propose a phased approach, whereby we set a not-to-exceed amount on phase I before commencement. After phase I is completed, we will have gained the knowledge needed to determine what the scope and associated fees may be for additional phases, and the Council may elect to continue on to an additional phase – or – conclude services at that time.

For phase I, we will set a not-to-exceed amount of \$25,000 and require a retainer of \$10,000 to commence procedures. When/if we begin to approach our not-to-exceed amount of \$25,000, we will consult with the Council to determine the scope of a phase II based on the work performed and continued objectives of the Council.

Should we experience unnecessary delays, or uncooperativeness that hinders our efficient use of time, we will immediately stop our procedures, notify you of the situation and request assistance for the appropriate resolution. In such an event, you will not hold us responsible and all fees and expenses incurred will be paid to us in accordance with the terms of this engagement.

Should we identify any fraudulent activity we will immediately stop our procedures, notify you of the situation and request assistance for the appropriate resolution. In such an event, we will work collaboratively to identify the appropriate course of action regarding the continuation, expansion, or suspension of our procedures. Often times, additional procedures related to the discovery of fraudulent activity will be covered under a separate engagement letter.

We will submit invoices to you monthly, payable within 30 days. We reserve the right to defer rendering further services until payment is received on past due invoices. It is agreed that our fee is not contingent on the outcome or findings of the work we perform.

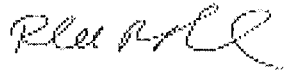
If information becomes known that would make our continued involvement in this engagement inappropriate, or if the attorneys or other parties involved in this matter change, we reserve the right to withdraw from this engagement.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our work, to be performed under your direction, is to perform such tasks as may be identified during the course of this engagement. However, we may refuse to perform any requested act that we deem a violation of law, public policy, or our professional ethical standards, and may, as a result, withdraw from the engagement without penalty.

If this is in accordance with your understanding and meets with your approval, please sign and date one copy of this letter in the space provided. This agreement will become effective when you return the signed copy to us.

Very truly yours,
THE BONADIO GROUP



Randall Shepard, CPA
Partner



Timothy Ball, CFE
Executive Vice President

ACKNOWLEDGMENT

This letter correctly sets forth the understanding of the Council and its agreement with the above stated terms and conditions

Officer Name: _____

Officer Signature: _____

Title: _____

Date: _____

Professional Biographies

Randy Shepard, CPA—Partner (rshepard@bonadio.com)



Randy is a partner in Bonadio's Government Division and is the team leader for the Buffalo and Rochester Offices. He has been with Bonadio for over 20 years with experience in many areas of attestation engagements. Randy provides consulting, accounting, and auditing services for a variety of clients such as municipalities, public authorities, and local development corporations. As a result of this work, Randy has developed extensive experience with respect to compliance and reporting requirements for these organizations, knowledge of Governmental Accounting Standards Board (GASB) pronouncements, the NYS Public Authorities Reform Act, as well as the evaluation and design of internal accounting systems. Randy has also been a speaker on various governmental topics for the NYS Association of Counties as well as Governmental Finance Officers Association, including many recent GASB standards.

Randy received his B.S. degree in Accounting from the State University of New York at Geneseo. He is a member of the American Institute of Certified Public Accountants and Government Finance Officers Association (National and Local level).

Kenneth J. Pink, CPA, Partner (kpink@bonadio.com)



Ken Pink is a partner in The Bonadio Group CPA firm. He is a member of the firm's Board of Directors, serves as co-leader of the firm's New York City Office, and is a trustee for the Bonadio 401(k) plan, which has reached more than \$100 million in assets.

Ken manages a leadership team of 15 partners and principals, with a total staff of 60 across New York State. His practice has annual revenues exceeding \$9 million.

With more than 30 years in accounting and consulting, Ken is a trusted advisor who is continually seeking to create stability, wealth and opportunity for his clients. In addition to his acumen in financial audits, Ken brings his clients a deep understanding and an unsurpassed level of experience and expertise in conducting vendor and operational audits, conducting required audits, delivering business consulting and planning, and assisting with other accounting needs.

Ken received his Bachelor of Science degree in accounting from the State University of New York at Geneseo, and has more than 30 years of public accounting experience with both international and locally based accounting firms. In 2003, Ken merged his own firm, Perry, Pink and Semmler, with The Bonadio Group.

These represent some of Ken's activities in his profession and in service to the community:

- Member of the Association of Certified Fraud Examiners Association
- Member of the New York State Government Finance Officers Association
- Member of the American Institute of Certified Public Accountants
- Associate Partner of the New York State Association of Counties
- Member of the New York State Society of Certified Public Accountants
- President of the New York State Society of Certified Public Accountants Political Action Committee
- Member of the Genesee Valley Club
- Chairman for the *Keep the Sun Shining* \$6.4 million fundraising campaign for disabled children
- Member and past president of the Rochester Rotary Club
- Council member for the SUNY College at Brockport
- Member of the Board of Directors for Matt Talbot Ministries
- Trustee of the Bonadio Group 401(k) plan, with more than 600 participants

Professional Biographies

Timothy Ball, CFE—*Executive Vice President* (tball@bonadio.com)



Tim is an Executive Vice President in Bonadio's Government Consulting Division as well as the Fraud and Forensic Accounting and Litigation Support Division. Tim currently provides a wide array of consulting, forensic and auditing services for the Firm. Tim specializes in providing forensic examination and consulting support for both criminal and civil litigation. He is an expert in designing on-site examination programs to both identify and uncover fraud. In addition, Tim has been a consultant to local governments and not-for-profits for assistance in strengthening their internal control structure and detecting and deterring fraud.

Tim received his B.S. degree in accounting from Alfred University. Tim is also a Certified Fraud Examiner (CFE) and a member of the National Association of Certified Fraud Examiners and the Western New York Certified Fraud Examiners Association.

Joseph Dillon, CPA, CFE—*Manager* (jdillon@bonadio.com)



Joe is a Manager Bonadio's Fraud and Forensic Accounting and Litigation Support Division. Joe provides consulting services for numerous municipal, non-profit and private clients. He specializes in fraud investigations, forensic accounting, internal control reviews, efficiency studies and evaluations of policies and procedures.

Joe is a graduate of St. John Fisher College. Joe is a Certified Public Accountant (CPA) and a Certified Fraud Examiner (CFE) and a member of the American Institute of Certified Public Accountants and the National Association of Certified Fraud Examiners.

#5

MINUTES

6-18-20

**Official Proceedings
Pontiac City Council
172nd Session of the Tenth Council**

Call to order

A Special Meeting on the Budget of the City Council of Pontiac, Michigan was called to order electronically on Thursday, June 18, 2020 at 9:00 a.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Approval of the Agenda

20-281 **Approval of the Agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried.

Resolutions

20-282 **Motion to vote regarding the voting format.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

City Council

20-283 **Motion to approve City Council Department 101.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

General (Fund 101)

City Council (Dept. 101)

- a. Restore the Legislative Fiscal Analyst position at a Salary of \$65,000 + benefits
- b. Increase Account 101-101-804.000 to \$180,000 (This was amended from \$100,000-\$180,000.)
- c. Reduce Account 101-101-804.018 to \$40,000
- d. Increase Account 101-101-808.101 District Projects to \$98,000
- e. Increase Account 101-101-818.000 Other Professional Services to \$120,000
- f. Increase Account 101-101-728.000 Postage to \$8,000
- g. Change Policy Advisor Title to Legislative Counsel in the list of FY 21 Positions (The title change was approved in the FY 20 budget) and restore the 3% wage increase

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

No: None

Motion Carried.

Elections

20-284 **Motion to approve Elections Department 191.** Moved by Councilperson Waterman and second by Councilperson Miller.

Elections (Dept. 191)

- h. Decrease Account 101-191-702.000 Salaries and Wages to \$65,000
- i. Decrease Account 101-191-702.020 Salaries and Wages (Non FICA) to \$60,000
- j. Increase Account 101-191-705.002 Part-Time Wages by \$7,347 (The increase is due to the need to hire additional staff to help with the increase in volume of absentee voting.)
- k. Increase Account 101-191-729.001 Printed Forms by \$3,000
- l. Reduce 101-191-818.000 Other Professional Services to \$5,000
- m. Increase Account 101-191-901.000 Printing and Bindery Services by \$2,260
- n. Reduce Account 101-191-957.002 Training Expenses to \$2,500

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

No: None

Motion Carried.

Income Tax

20-285 **Motion to approve Income Tax Department 202.** Moved by Councilperson Miller and second by Councilperson Waterman.

Income Tax (Dept. 202)

- o. Remove Assistant to Income Tax Administrator from the budget

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

No: Pietila

Motion Carried.

Finance

20-286 **Motion to approve Finance Department 206.** Moved by Councilperson Carter and second by Councilperson Pietila.

Finance (Dept. 206)

- p. Reduce 101-206-702.000 to \$276,991.71 (Finance Director Salary \$50,000, Grant Writer Salary \$30,000)
- q. Increase Other Professional Services to \$140,000 (When a Finance Director is hired this account will be reduced to cover the Finance Director salary.)

June 18, 2020 Special

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

No: None

Motion Carried.

Clerk

20-287 **Motion to approve Clerk Department 215.** Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Clerk (Dept. 215)

- r. Reduce Account 101-215-702.000 Salaries & Wages to \$189,114
- s. Add Account 101-215-705.002 Part-Time Wages \$5,000 and to the list of FY21 positions Customer Service Rep (Part-Time) \$5,000 so there is a position in budget for the part-time wages.
- t. Increase Account 101-215-902.005 by \$3,960 to cover the cost of additional public notices

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

No: None

Motion Carried.

Medical Marihuana

20-288 **Motion to approve Medical Marihuana Department 255.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Medical Marihuana (Dept. 255)

- u. Increase Account 101-255-702.000 Salaries and Wages to \$15,000
- v. Increase Account 101-255-727.000 Office Supplies to \$718
- w. Increase Account 101-255-731-003 Computer Equipment by \$100
- x. Reduce Account 101-255-804.000 Legal Services-Substitute Counsel to \$6,750
- y. Increase Account 101-255-804.026 Legal Advisor by \$16,000 (No cost were billed during 2019-20.)
- z. Increase Account 101-255-816.007 Financial Advisor by \$14,000 (No cost were billed during 2019-20.)
- aa. Increase Account 101-255-816.008 Hearing Officer by \$1,500
- bb. Increase Account 101-255-816.011 Planning Advisor by \$15,000 (No cost were billed during 2019-20.)

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

No: None

Motion Carried.

Law

20-289- **Motion to approve Law Department 266.** Moved by Councilperson Miller and second by Councilperson Waterman. Discussion. Councilperson Miller withdrew her motion and Councilperson Waterman withdrew her second.

20-289 **Motion to approve Law Department 266.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Law (Giarmarco, Mullins and Horton) (Dept. 266)

- cc. Reduce Account 101-266-818.000 Other Professional Services to \$5,000
- dd. Reduce Account 101-266-809.001 COVID 19 Expenditures to \$5,000
- ee. Reduce Account 101-266-804.018 Legal Services to \$50,000
- ff. Reduce Account 101-266-804.021 Legal Services Prosecutions to \$250,000

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

No: None

Motion Carried.

Public Safety

20-290 **Motion to approve Public Safety Department 301.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Public Safety (Oakland County Sheriff) Dept. 301)

- gg. Add \$29,286.40 for Medical Marihuana Application Review

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

No: None

Motion Carried.

Fire

20-291 **Motion to approve Fire Department 336.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Fire (Dept 336)

- ii. Add \$3840 to Account 101-336-921.000 Utilities
- jj. Add \$7675.56 for Medical Marihuana Application Review

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

No: None

Motion Carried.

Economic/Community Development

20-292 **Discussion to make Blight Court \$15,000.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-293 **Motion to eliminate Deputy Director from Department 690.** Move by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

20-294 **Motion to approve Blight Court for \$15,000.** Moved by Councilperson Miller and second by Councilperson Carter.

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

No: None

Motion Carried.

Planning

20-295 **Motion to approve Planning Department 721.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Planning (Dept. 721)

nn. Add \$50,500 for Medical Marihuana Application Review

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

No: None

Motion Carried.

Code Enforcement

20-296 **Motion to approve Code Enforcement Department 733.** Moved by Councilperson Waterman and second by Councilperson Pietila.

Code Enforcement (Dept. 733)

oo. Add \$150,000 to bring Animal Control in-house

pp. Increase Contractual Mowing Services \$40,000

qq. Add \$100,000 to Account 101-733-818.000 Other Professional Services (Nuisance Abatement)

Add Code Enforcement Officer-Business Monitoring position \$72,000 (includes salary and benefits)

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

No: None

Motion Carried.

DPW

June 18, 2020 Special

20-297 **Motion to approve (DPW) Department of Public Works 265.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Department of Public Works (DPW) (Dept. 265)

- rr. Account 101-265-818.037 Note: Contractual Janitorial Services (Floor Waxing, Carpet Cleaning)
- ss. Add \$22,088.16 for Medical Marijuana Application Review For Engineering

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

No: None

Motion Carried.

DPW (Other Issues)

20-298 **Motion to approve DPW Department 265 other issues.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Other DPW Issues

- tt. Please provide a list of the right of way areas that MDOT is responsible for maintaining.
- uu. Increase Park budget by \$150,000 to cover the cost of park camera, bathroom repairs and part-time park rangers)
- vv. Add \$50,000 to Traffic Control for a Light Study

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

No: None

Motion Carried.

Capital Outlay

20-299 **Motion to approve Capital Outlay Fund 202.** Moved by Councilperson Pietila and second by Councilperson Waterman.

Capital Outlay (Fund 202)

- ww. Reduce Account 202-478-779-004 to \$40,000

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

No: None

Motion Carried.

20-300 **Motion to have a study on Ewalt Center Feasibility for \$25,000.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Cable

20-301 **Motion to approve Cable Fund 231.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Cable (Fund 231)

aaa. Remove Intern/Cable position from the budget. Reduce \$16,875 from Account 231-291-702.000

bbb. Council requested that the Studio/Council Chambers Renovations\$750.000 be added to the budget

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

No: None

Motion Carried.

Building

20-302 **Motion to approve Building Department 371.** Moved by Councilperson Pietila and second by Councilperson Miller.

Building (Wade Trim) Fund 371

ccc. Add \$25,016.64 for Medical Marihuana Application Review

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

No: None

Motion Carried.

Capital Outlay

20-303 **Motion to approve Capital Outlay Fund 445.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Capital Outlay Fund 445

eee. Reduce Account 445-265-976.001 to \$300,000

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

No: None

Motion Carried.

20-304 **Motion to remove 445-458-977-002 vehicles for \$712,000.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Phoenix Center Parking Fund

June 18, 2020 Special

20-305 **Motion to allocate \$15,000 only for account 585-564-804.018 Legal Services Giarmarco Mullins.** Moved by Councilperson Waterman and second by Councilperson Pietila.

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

No: Miller and Williams

Motion Carried.

20-306 **Motion to reduce account 585-564-974-035 to Seven (7) Million dollars.** Moved by Councilperson Waterman and second by Councilperson Shramski.

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

No: None

Motion Carried.

Note: Council Member Pietila wanted it to be noted that she was not clear on the motion. She would have voted no.

20-307 **Resolution, to authorize the following FY 2020-2021 Millage rates to be levied and collected on the general property tax of all real and personal property within the City and in accordance with the General Appropriations Act: 11.1699 operating; 1.4862 youth center; 1.3961 capital improvement; 2.7923 sanitation; 0.4954 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, And a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.**

Whereas, in accordance with Article VI, Section 2-535 of the City Ordinance entitled Budget Adoption, a public hearing was held on June 9, 2020 regarding the proposed tax rate and

Whereas, the City Council shall not approve proposed tax rate until after the public hearing; and

Whereas, by not less than six days after the notice of public hearing shall adopt an appropriations ordinance, tax rate.

Now, Therefore, in accordance with the General Appropriations Act, the City Council of the City of Pontiac authorizes the following FY 2020-2021 Millage rate to be levied and collected on the general property tax of all real and personal property within the City and in accordance with the General Appropriations Act: 11.1699 operating; 1.4862 youth center; 1.3961 capital improvement; 2.7923 sanitation; 0.4954 senior services. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, And a late penalty charge when applicable, in conformance with Section 44 of Public Act 206 of 1893.

Ayes: Pietila, Shramski, Waterman, Williams, Carter and Miller

No: None

Resolution Passed.

Councilwoman Doris Taylor-Burks was absent during the vote.

No Public Comment

Adjournment

June 18, 2020 Special

Council President Kermit Williams adjourned the meeting at 10:34 a.m.

GARLAND S DOYLE
INTERIM CITY CLERK

#6

MINUTES

6-22-20

June 22, 2020 Special

**Official Proceedings
Pontiac City Council
173rd Session of the Tenth Council**

Call to order

A Special Meeting of the City Council of Pontiac, Michigan was called to order electronically on Monday, June 22, 2020 at 9:00 a.m. by Council President Kermit Williams.

Roll Call

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

Members Absent: Miller.

Mayor Waterman was present.

Clerk announced a quorum.

Excuse Councilmembers

20-308 **Excuse Councilperson Gloria Miller for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Waterman.

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

No: None

Motion Carried.

Resolution

20-309 **Resolution to schedule a public hearing on the City possibly transferring ownership of the Carriage Circle Apartments located at 255 Carriage Circle in the City of Pontiac for June 23, 2020 at 6:00 p.m.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Whereas, the City may transfer ownership of the Carriage Circle Apartments located at 255 Carriage Circle in the City of Pontiac; and

Whereas, the City Charter at Section 3.113 requires a public hearing prior to the sale, transfer, or exchange of City property;

Now, Therefore, Be It Resolved, the City Council approves the setting of a public hearing on June 23, 2020 at 6:00 p.m. for the possible transfer of ownership of the Carriage Circle Apartments located at 255 Carriage Circle in the City of Pontiac.

Ayes: Pietila, Taylor-Burks, Waterman and Williams

No: Shramski and Carter

Resolution Passed.

No Public Comment

Adjournment

Council President Kermit Williams adjourned the meeting at 10:34 a.m.

GARLAND S DOYLE
INTERIM CITY CLERK

DRAFT

#7

MINUTES

6-23-20

June 23, 2020 Formal

**Official Proceedings
Pontiac City Council
174th Session of the Tenth Council**

Call to order

A Formal Meeting of the City Council of Pontiac, Michigan was called to order electronically on Tuesday, June 23, 2020 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was present.

Clerk announced a quorum.

Amendments to and approval of the Agenda

20-310 **Motion to remove items #1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16 and 17 from the agenda and approve the amended agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

No: None

Motion Carried.

Point of Privilege

20-311 **Motion to allow Elected Officials (Oakland County Treasurer Andy Meisner and President of the Pontiac Library Board Mattie Hatchett) to speak before public hearing.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

Public Hearing

Council President Kermit Williams opened up public hearing regarding the possible City Transfer of Ownership of the Carriage Circle Apartments located at 255 Carriage Circle in the City of Pontiac at 6:21 p.m. One individual spoke during public hearing.

1. Mattie Hatchett asked City Attorney Chubb about the use of CDBG Block Grant money and Carriage Circle.

Council President Kermit Williams closed public hearing at 6:23 p.m.

Discussion

City of Pontiac Budget for Fiscal Year 2020-21

- a. Budget Report
- b. Fiscal Year 2021 Positions

c. Proposed City of Pontiac Fees for Fiscal Year 2020-21

Suspend the Rules

20-312 **Motion to suspend the rules.** Moved by Councilperson Taylor-Burks and second by Councilperson Shramski.

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

No: None

Motion Carried.

20-313 **Motion to schedule special meeting on the Budget, Budget Ordinance and Fee schedule for FY 2020-21 on Friday, June 26, 2020 and Monday, June 29, 2020 at 9:30 a.m.** Moved by Councilperson Waterman and second by Councilperson Carter.

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

No: None

Motion Carried.

Councilwoman Pietila was absent during the vote.

Resolution

20-314 **Resolution to approve the agreement for absent voter ballot counting services between Oakland County and the City of Pontiac. The County will perform the service at no charge to the City.** Move by Councilperson Waterman and second by Councilperson Taylor-Burks.

Whereas, recent legislation has been approved to allow counties to perform the absent voter ballot counting services for municipalities; and

Whereas, the City of Pontiac is entering into an agreement with Oakland County for election services; and

Whereas, the County will perform the service at no charge to the City of Pontiac.

Now, therefore, Be It resolved, that the City Council for the City of Pontiac authorizes the Mayor to sign the agreement for election services between Oakland County and the City of Pontiac.

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

No: None

Resolution Passed.

Public Comment

One (1) individual submitted a public comment read by the City Clerk.

Mayor, Clerk and Council Closing Comments

Mayor Waterman, Councilwoman Shramski, Councilwoman Miller, Council Pro-Tem Randy Carter made closing comments.

Adjournment

Council President Kermit Williams adjourned the meeting at 7:30 p.m.

GARLAND S DOYLE
INTERIM CITY CLERK

DRAFT

#8

DISCUSSION



To: Honorable Mayor Waterman
From: Kiearha Davidson, Human Resources Manager
Date: June 8th, 2020
Re: COVID-19 Personnel Phase In & Response Plan

The COVID-19 Personnel Phase In & Response Plan details key personnel policies and practices necessary for the City of Pontiac to meet the Governor's ***Safeguards to Protect Michigan's Workers from COVID-19*** protocols and to prevent the spread of COVID-19 in the workplace. The personnel phase-in plan is only part of the COVID-19 preparedness and response plan, consistent with recommendations in Guidance on Preparing Workplaces for COVID19, developed by the Occupational Health and Safety Administration as required in provisions under Executive Order 2020-91 to be released by City of Pontiac and 50th District Court Administration.

This Plan gives key emphasis on areas that the city is recognizing to minimize the spread of COVID-19, such as EO 2020-110 establishes as a threshold consideration that "Any work that is capable of being performed remotely (i.e., without the worker leaving his or her home or place of residence) must be performed remotely." Therefore, those capable of telecommuting, as established in the Stay Safe, Stay Home EOs, must continue to do so. And that to that extent, when it is determined that that work is not capable of being performed remotely, that employer "is subject to the rules on workplace safeguards in Executive Order 2020-97 or any order that may follow from it."

Note: The Plan is a live working document, and it should be reviewed on an ongoing basis and amended to take into account new guidance from <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>, <https://www.michigan.gov/coronavirus/>, and <https://www.osha.gov/SLTC/covid-19/>

Tentative Dates

Tentative return date: June 22, 2020
All City Staff Meeting: PM, Thursday, June 18th to deliver plan and training
City hall walkthrough: 10am, Thursday June 18th
Sneeze guard installation:
PPE Supply Inventory:

The dates used in this Plan are contingent on Mayor's approval, sneeze guard installation, liquid/foam sanitization stations, City of Pontiac App completion, and completion of a readiness walkthrough.

HR has consulted with each department, a discussion surrounding services and timelines is needed to address staff and public inquiries appropriately. To remain transparent, this is recommended for publication.

HR has consulted with DPW and Purchasing on required PPE and temperature screening technology. The spreadsheet was provided for review (also forwarded via email).

Company	Price	Delivery Time	Special Features
Olea Kiosks Inc.	free standing-\$2,798.00 (qty 1-49); (qty 1-49)	8 weeks	preconfigured with software; 22-inch screen; does not need an internet connection; includes 1-year warranty
ID Zone	\$3,250.00	6- 8 weeks	8-inch screen; Wi-Fi enabled; needs to be lugged in; also available in counterpart; reading can occur from up to 3 feet away
My Media Inc.	desktop \$2,195.00; standalone \$2,500.00;	3 weeks	stand alone does no need Wi-Fi; feature where you would get a printed screening sticker; 8-inch screen; best to scan at 2 feet away; generate a report on the temperatures scanned; 30-day money-back guarantee

Considerations for finishing this Plan:

- Communication Internal/External
 - HR can deliver advisor via Self-Service Portal & Email,
 - Other communication from administration, i.e., all staff meeting Monday, June 15th?
- Legal Issues
 - Memorandum received from Attorney Chubb. Attorney Chubb to review.
- Revised Policies & Forms
- Equipment – Do we have no touch thermometers?
- Training Options
- Team Relocations

Administration Considerations for employee return:

- Employee requests to take time off to care for an at-risk family member or self
 - Back-up employees must be in place.
- At-risk employee population
 - Department Heads must determine how we can best increase social distancing / continue to accommodate remote work.
- Employees are asked to report to work but prefer to, and are capable of working from home due to COVID-19 related concerns or other reasons. How will administration/department heads approach this?
- Employee return before public allowed (under recommendations)
- Training resources
- Testing resources

Recommendations & Request:

- Implement a staggered work schedule for employees with special emphasis on those working at public workstations.
- Define “essential” personnel, more specifically, update essential personnel letters with appropriate dept, in the event of future need.
- Eliminate in-person meetings. If necessary, the area should be marked with floor marks to accommodate social distancing.

Facilities

- MOVE Planning & Code Enforcement to the area outside of the legislative branch
 - This will open up the computer area for storage

- SIGNAGE & CAPACITY OF: Conference rooms, elevators, chambers

Order: Qty. 7, for each dept.

- <https://www.amazon.com/iHealth-Thermometer-Vibration-Notification>

Printable Resources:

<https://www.oakgov.com/covid/resources/Pages/printables.aspx>

Attachments:

1. Draft Phase-In Plan
2. Covid-19 Personnel Safe Return to Work Plan
3. Policy and Safety Guidelines to Re-open City of Pontiac Buildings
4. Oakland County Health Department Coronavirus Disease (COVID-19) Workplace Health Screening Form
5. Oakland County Health Department Cleaning & Disinfecting Hard Surfaces Poster
6. Oakland County Health Department Hand Washing Steps Poster
7. Oakland County Health Department Social Distancing Poster
8. Oakland County Health Department Stop the Spread of Germs Poster
9. Michigan Dept. of HHS Facemask FAQs

The Chart is for example purposes and should be updated with services report.

Facility	Current - Phase 1	Phase 2 June 22nd - July	Phase 3 August
City Hall	<ul style="list-style-type: none"> • Closed to Public • Remote Services 	<ul style="list-style-type: none"> • Limited Public Access • Treasury open week of 6/22 • City Clerk's office open week of 7/1 • In person meetings of 10+ restricted 	<ul style="list-style-type: none"> • Limited Public Access continues
City Hall Services DPW	<ul style="list-style-type: none"> • No service interruptions 	<ul style="list-style-type: none"> • No service interruptions 	<ul style="list-style-type: none"> • No service interruptions
City Hall Services Building ***	<ul style="list-style-type: none"> • Closed to Public • Remote inspections 	<ul style="list-style-type: none"> • TBD 	<ul style="list-style-type: none"> • TBD
City Hall Services Planning & Code Enfor.	<ul style="list-style-type: none"> • Closed to Public • Exterior inspections 	<ul style="list-style-type: none"> • TBD 	<ul style="list-style-type: none"> • TBD
City Hall Services (Staff) Finance & HR	<ul style="list-style-type: none"> • Closed to Public • Remote Services 	<ul style="list-style-type: none"> • Remote meeting continued 	<ul style="list-style-type: none"> • TBD
City Hall Services Administration***	<ul style="list-style-type: none"> • Closed to Public 	<ul style="list-style-type: none"> • Meeting by appointment – advance notice req. TBD 	<ul style="list-style-type: none"> • TBD
PYREC	<ul style="list-style-type: none"> • Closed to Public • Remote programming 	<ul style="list-style-type: none"> • Closed to Public • Remote program • Use of event space for adults only. No touch and low activity programing. 	<ul style="list-style-type: none"> • TBD
Senior Centers	<ul style="list-style-type: none"> • Closed to the Public • Events & Reservations Cancelled 	<ul style="list-style-type: none"> • Limited public access. No touch and low activity programming. 	<ul style="list-style-type: none"> • TBD
Outdoor Parks & Facilities	<ul style="list-style-type: none"> • Most Open to Public • Any playgrounds closed 	<ul style="list-style-type: none"> • Most Open to Public • Playgrounds closed 	<ul style="list-style-type: none"> • TBD



CITY OF PONTIAC

COVID-19 PERSONNEL SAFE RETURN TO WORK PLAN

June 9th, 2020

The City of Pontiac has established workplace guidelines to re-open for business effective June 22nd, 2020. In preparation for a safe re-opening, the city has, in-place, the following Workplace Preparedness Plan with guidelines necessary to control and limit the spread of COVID-19. This Plan is in compliance with the Stay Home Order and Safeguards to Protect Workers Order. This Return to Work Plan focuses on the health and safety of our employees, visitors, and the community*. The city will continue to review the Centers for Disease Control and Prevention (CDC) Guidelines and Occupational Safety and Health Administration (OSHA) guidelines to ensure our work procedures are conducted based on the most up-to-date information available as changes occur.

Plan Guidelines:

The Michigan Department of Labor & Economic Opportunity (LEO), Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), and Oakland County Health Department have identified employer requirements for workplace safety and health guidelines to be in place before re-opening. The Plan must address measures in place to prevent or reduce potential COVID-19 outbreaks in the workplace. Workplace guidelines emphasize employer compliance, employee responsibilities, workplace procedures, hygiene and disinfecting, employee training, and administrative controls.

The city is compliant with EO 2020-96 (Temporary requirement to suspend certain activities that are not necessary to sustain or protect life) and EO 2020-97 (Safeguards to preserve Michigan's workers from COVID-19).

As directed in the Executive Order, the city designated and informed its critical infrastructure workers and other workers of their role necessary to conduct in-person on-site minimum basic operations. All other employees worked remotely to complete essential duties as much as possible.

An overall effort has been in place to communicate regular safety protocol updates through virtual communication and email correspondence covering the COVID-19 policy and procedures in place. Educational COVID-19 posters have been distributed and posted throughout buildings and posted on the City web and intranet sites. Additional communication with employees working in-person provides an opportunity to educate and implement safety protocols in place individually. Employees will participate in limited group size educational training upon returning work as needed.

Effective June 22nd, 2020, all employees are considered essential and necessary to conduct minimum basic operations.

The building will be open to the public on a reduced schedule *** FACILITIES/SERVICES*** until further notice. As an additional safeguard and to limit inside traffic and in-person exposure, patrons will be limited to a *** FACILITIES/SERVICES***.

- The **Plan** designates the Chief of Staff and/or her department heads in designee as the City's **Workplace Coordinators / worksite supervisors** to oversee and implement the procedures of this Plan throughout their various departments. Worksite supervisors are to implement, monitor and report on COVID-19 control strategies developed. The worksite supervisors for COVID-19 are the departments heads, rather fully appointed or interim, staff or contractual, governing each department. In absence of a department head, the responsibility lies with the Chief of Staff, or the Deputy Mayor for the city administration or Council President for the legislative branch.
- **Employee Preventive Measures** include daily screening for workers. Employees who are sick are encouraged to stay home. The Workplace Coordinators are responsible for obtaining required responses from employees entering the buildings covering the symptoms and/or confirmed exposure to others with possible COVID-19 contact or infections. Measuring employee temperatures is mandatory before the start of a shift and entering City buildings. Employees responding "yes" to any of the required questions or who are experiencing any of the symptoms shall leave work immediately and call their physician for guidance. Any employee who knowingly comes into contact with COVID-19 or is experiencing symptoms must inform the Workplace Coordinators or Supervisor immediately. Sick employees or employees exposed to positive COVID-19 must follow the CDC guidelines in order to return to work. Any employee with a confirmed or suspected positive case of COVID-19 may return to work only after they are no longer infectious according to the latest CDC guidelines. The infected employee's name remains confidential, and the Workplace Coordinator shall inform employees or workers who encountered an infected person that there may have been exposed to the virus.
- **Sick Employees Returning to Work** - This Plan adopts the CDC recommendations when an employee is suspected of or confirmed COVID-19 positive. The CDC has developed two strategies to help determine when an employee may return to work:

Symptom-based: Employee will be excluded from work until at least three (3) days or seventy-two (72) hours have passed since the employee has recovered, defined by resolution of fever without the use of fever-reducing medications and improvement in respiratory symptoms such as cough or shortness of breath; and, at least 7 days have passed since symptoms first appeared.

Test-Based: Employee will be excluded from work until resolution of fever without the use of fever-reducing medications, and improvement in respiratory symptoms such as cough or shortness of breath; and a Negative result of an FDA Emergency Use Authorized COVID-19 molecular assay for detection of SARS-CoV2 RNA from at least two consecutive respiratory specimens collected ≥ 24 hours apart.

- **Increased Facility Cleaning and Disinfection** measures are in place. Special

disinfection/sanitation of high-touch surfaces was completed on April 20-21, 2020. Since the onset of March 24th, 2020, and ongoing, the city has provided in-person essential workers with sufficient hand sanitizers and disinfecting supplies. Employees are required to clean and disinfect their workspaces minimally twice daily, particularly frequently touched surfaces, shared tools, equipment, vehicles, etc.

- **Employees and visitors** are encouraged to wash hands frequently with visual reminders throughout the buildings. COVID-19 preventive posters are displayed throughout the workplace including building entrances, restrooms, and break rooms.
- **Social Distancing, Proper Workplace Hygiene and Personal Protective Equipment (PPE)** – Employees are required to wear masks (medically tolerated) where the work environment is such that they cannot consistently maintain six (6) feet of separation from other employees. Gatherings that do not allow for social distancing are prohibited.

Employees should not use co-worker's phones, workspaces, pens, or other personal items. The city provides PPE as appropriate based on OSHA recommendations for each position. Employees should wash hands often with soap and water or use sanitizer if soap and water is not available. Other appropriate protective equipment such as physical workspace barriers (sneeze guards, separators) where employees are within six (6) feet of another employee's workspace or while serving members of the public are in place. Drinking fountains are disconnected until further notice **Talk to Dan

- **Members of the Public** may be asked to stop upon entering the building to control group numbers in certain areas to honor social distancing maintaining six (6) feet of separation from other members of the public and employees while waiting for service. Appropriate visually spaced floor markings are in place maintaining six (6) feet of separation. **All visitors must wear a mask to enter any City building. All non-essential visitors are restricted until further notice.**
- **Non-Essential Travel** including in-person conference events are restricted until further notice.

POLICY AND SAFETY GUIDELINES TO RE-OPEN CITY OF PONTIAC BUILDINGS

June 5th, 2020

PURPOSE

In preparation for eventual re-opening of City buildings, certain restrictions necessary to control and limit the spread of the Coronavirus, which causes COVID-19, are mandated to be in place.

This policy conforms with the requirements contained in the Governor's Executive Orders and recommendations from the Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC) and Oakland County Health Department. The city is committed to communicate and implement Environmental and Administrative Work Practice Controls and provide Personal Protective Equipment (PPE) to reduce the infectious risk levels of COVID-19 in the workplace.

BASIC INFECTION PREVENTION MEASURES IMMEDIATELY IN PLACE

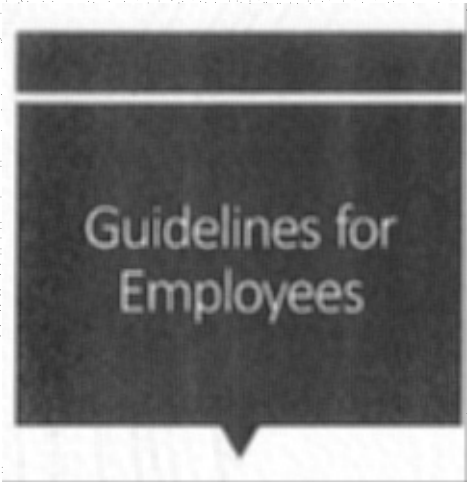
The following preliminary list of environmental, administrative and PPE infection control practices are in place to protect all employees in an effort to reduce the spread of COVID-19:

- Employee are encouraged to take their temperature at home prior to coming to work.
- Employees are encouraged to stay home if they are sick and self-monitor for signs and symptoms of COVID-19 (fever, atypical cough or atypical shortness of breath are primary symptoms).
- Designated employees will perform temperature checks using no-touch thermometers coupled with health screening questions on a daily basis prior to entering building work areas.
 - Employees with temperatures of over 100 degrees will not be able to enter building work areas and informed to self-isolate and contact their primary care physician's office or urgent care facility for direction.
 - Employees who become sick at work with COVID-19 symptoms will be released from work to self-isolate and informed to contact their primary care physician's office or urgent care for direction as well.
- Frequent and thorough hand washing is encouraged. Hand sanitizer is available in all work areas and common areas.
- Infection etiquette such as covering coughs and sneezes is encouraged.
- City-provided and required (where medically possible) face coverings (masks) over nose and mouth when in an enclosed public space. Employees may provide their own face coverings.
- Installation of plastic shields between staff and visitors for high-volume customer service areas.
- Six feet distance between workspaces. Six feet markings for customers/residents to be apart from another while waiting.
- Continue social distancing practices and no gatherings of any size where employees or visitors/residents cannot maintain six feet distance from another.
- Routine cleaning and disinfecting of any frequently touched surfaces or shared equipment. (Copy machine, telephones, etc.)

ADMINISTRATIVE CONTROLS

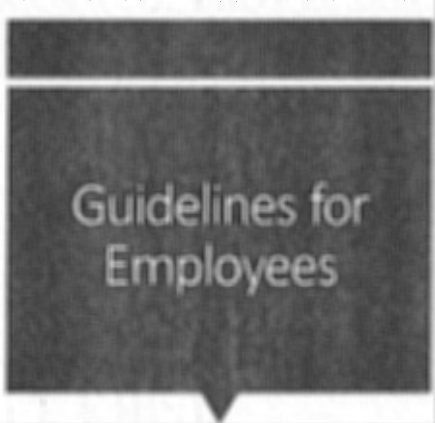
- Employees who have symptoms should notify their supervisor and Human Resources and not come to work.
- Sick employees should follow the CDC Guidelines and recommended steps: all individuals who test positive for COVID-19 or display one or more of the symptoms of COVID-19 should remain home until three (3) days have passed since their symptoms have resolved, and seven (7) days have passed since their symptoms first appeared. If after showing symptoms an employee receives a negative COVID-19 test, he/she may return to work.
- Any employee who has had close contact with an individual who displays one or more of the primary symptoms (meaning being within approximately six (6) feet of an individual for a prolonged period of time, i.e., while caring for, living with, visiting or sharing space with an individual) should stay home until either fourteen (14) days have passed since the last close contact with the sick or symptomatic individual or the symptomatic individual receives a negative COVID-19 test.
- An employee who has had any close contact in the last 14 days with someone with a diagnosis of COVID-19 may be approved to continue to work at the city's discretion provided he/she remains asymptomatic and employer mandates appropriate safety precautions to protect the employee, other employees and the community.
- All non-essential travel including in-person conference events are restricted until further notice.
- Employee sick leave will be allocated for COVID-19 related symptoms or self-isolation.

The policy and guidelines are not all-inclusive and subject to change as additional information is provided through Executive Orders, OSHA, CDC and Oakland County Health Department. Regular employee communication updates will be provided as necessary. This policy is in effect until further notice.



Guidelines for Employees

- * To Employees:
 - * If you have symptoms or do not feel well, DO NOT report to work. Contact your health care provider and follow all medical directives to avoid possibly exposing others. If you have questions, contact your immediate supervisor and Human Resources. (A note from health care provider may be required to resume work.)
 - * The CDC recommends frequent hand cleaning and limiting face-to-face contact with others through social distancing as the best ways to reduce the spread of COVID-19.
 - * "Social Distancing" means keeping space between yourself and other people outside of your home. To practice social or physical distancing:
 - * Stay at least 6 feet from other people
 - * Do not gather in groups
 - * Stay out of crowded places and avoid mass gatherings



Guidelines for Employees

The CDC also recommends that people wear a face covering to cover their nose and mouth in the community setting, especially in situations where you may be near people. A face covering is not intended to protect the wearer, but it may prevent the spread of virus from the wearer to others.

Although the risk of severe illness may be different for everyone, anyone can get and spread COVID-19. Everyone has a role to play in slowing the spread and protecting themselves, their family, and their community.

Guidelines for Employees

Quarantine (No Symptoms) - After close contact with COVID-19 positive patient, an employee may return to work if no symptoms develop after 14 days since the last date of high risk exposure, if they remain free of symptoms. You must quarantine for the full 14-day quarantine period. The employee may return to work when they meet the following criteria:

- Completion of the required 14-day quarantine period
- Symptom-free for the last 72 hours
- Cleared by medical provider (RTW note required)

Guidelines for Employees

Confirmed COVID-19 Case (Isolation) - After being diagnosed with COVID-19, an employee may return to work using the following clearance criteria:

- Resolution of fever, without use of fever-reducing medication (e.g. Tylenol, ibuprofen)
- Improvement in respiratory systems (e.g. cough, shortness of breath)
- At least 14 days have passed since symptoms first appeared

Stay home from Work - Employees who have symptoms of acute respiratory illness are recommended to stay home and not report to work until they are free of the following for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants):

- Fever (100.4 F. or greater)
- Signs of fever (shivering, shaking, chills, body aches, headaches, excessive sweating, etc.)
- Any other symptoms (sore throat, persistent cough, sinus congestion, fatigue, etc.)

Coronavirus Disease (COVID-19) Workplace Health Screening *Not updated due to App Use

Employee Name: _____

Date: _____

In the past 24 hours, have you experienced:

Time In: _____

New or worsening cough:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Shortness of breath or difficulty breathing:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
OR TWO (2) or more of the following		
Fever (or subjective/felt feverish): Temperature if taken: _____ <i>Fever is a temperature of 100.4 °F or higher.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Chills:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Muscle aches:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Headaches:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sore throat:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Loss of taste or smell:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If you answered “**yes**” to the first two symptoms above, or “yes” to two (2) or more of the last five symptoms above in light gray, please do not go to into work. Self-isolate at home and contact your primary care physician’s office or nearest urgent care facility for direction.

- You should isolate at home for a minimum of 10 days since symptoms first appeared.
- You must also have 3 days without fevers and improvement in respiratory symptoms.

In the past 14 days, have you:

Had close contact with an individual diagnosed with COVID-19? ☐ Yes ☐ No

If you answer “**yes**”, please do not go into work (unless exempt or otherwise approved for work with appropriate safety precautions). Self-quarantine at home for 14 day since return or exposure.

CLEANING AND DISINFECTING HARD SURFACES

What You Need to Know



What should be used to clean and disinfect hard surfaces?

When a surface is visibly dirty, wash with a general household cleaner (soap or detergent). Rinse with water and follow with a disinfectant. When a surface is not visibly dirty, clean with a commercial product that is both a detergent (cleans) and a disinfectant (kills germs). Wear disposable gloves. Make sure the disinfectant product you choose is registered with the United States Environmental Protection Agency (EPA) and includes an EPA registration number on it. For a list of EPA-registered disinfectants visit: www.epa.gov/oppad001/chemregindex/html.

NOTE:

- Minimum disinfectant concentrations are needed for different bacteria/viruses and surfaces. In general, a bleach concentration of 200 parts per million (1 tablespoon of bleach in one gallon of water) is effective against many bacteria and viruses. Bleach solution of 1,000 – 5,000 parts per million (1/3 cup to 1 2/3 cups of bleach in 1 gallon of water) may be needed to be effective against Norovirus. For more detailed information visit the EPA disinfectant web page at: www.epa.gov/oppad001/chemregindex.html.
- When using chlorine bleach to disinfect surfaces, use an unopened bottle. Chlorine bleach loses its effectiveness 30 days after opening. A fresh bleach/water solution should be made daily. Spray or use a cloth to apply to surfaces and let stand for 10 minutes if possible. Rinse with clear water.
- Always follow label instructions carefully when using cleaners and disinfectants. Pay attention to hazard warnings and label instructions for using personal protective items such as household gloves.
- **DO NOT MIX DISINFECTANTS AND CLEANERS**

What surfaces should be cleaned and disinfected?

Hard surfaces that are touched often or by more than one person need to be cleaned and disinfected as explained above. Examples of hard surfaces include:

- | | | |
|---------------------|----------------------|--------------------------|
| • Countertops | • Tabletops | • Doorknobs/door handles |
| • Toys | • Desktops | • Chairs |
| • Bathroom surfaces | • Drinking fountains | |

Use sanitizer cloths on electronic items that are touched often. These items include computers, keyboards, computer mice, telephones, remote controls, light switches, door knobs and hand-held video games. Also use sanitizer cloths on car door handles, steering wheels, and gear shifts in vehicles.



FOR MORE OAKLAND COUNTY INFORMATION, CONTACT
800.848.3333 NOC@OAKGOV.COM
OAKGOV.COM/HEALTH



@PUBLICHEALTHOC

The Oakland County Health Division will not deny participation in its programs based on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.

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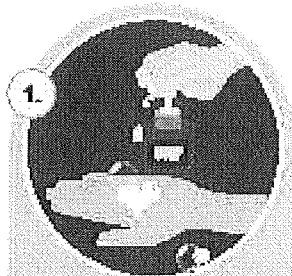


HAND WASHING

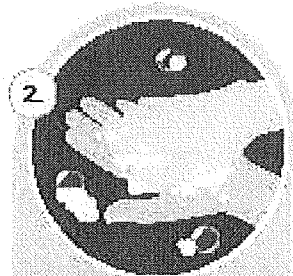
What You Need to Know



HAND WASHING STEPS



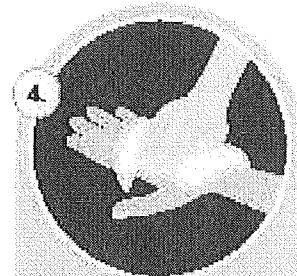
1. Rub your hands together for at least 20 seconds using warm running water and soap.



2. Wash under fingernails, between fingers, back of hands and wrists.



3. Rinse your hands well under warm running water.



4. Dry your hands completely. In the home, change hand washing towels often.

IN PUBLIC BATHROOMS

- Dry your hands with a single-use paper towel (or with hot air blow dryer).
- If towel dispenser has a handle, be sure to roll the paper down before you wash your hands. This helps to ensure that you will not pick up new germs from the handle.
- For hand-held faucets, turn off water using a paper towel instead of bare hands so you will not pick up new germs on your clean hands.
- Open the bathroom door with the same paper towel.

ALWAYS PRACTICE HEALTHY HABITS

- Cover your mouth and nose with a tissue when sneezing or coughing, or cough/sneeze into your upper sleeve. Immediately throw away used tissues, then wash hands.
- Teach and show children how to wash hands correctly.

WHEN TO WASH HANDS

Wash hands after:

- Coughing, sneezing, or touching objects and surfaces. You can also use hand sanitizer with at least 60% alcohol
- Using the bathroom or helping a child use the bathroom
- Changing a diaper; wash the child's hands too
- Handling items soiled with body fluids or wastes such as blood, drool, urine, stool, or discharge from nose or eyes
- Arriving home from day care, friend's home, outing, or school
- Cleaning up messes
- Handling a sick child
- Touching an animal or pet

Wash hands before:

- Preparing or serving food
- Eating or drinking

THE MOST IMPORTANT THING YOU CAN DO TO PREVENT THE SPREAD OF ILLNESS IS WASH YOUR HANDS OFTEN
Washing hands is more effective than hand sanitizer.

NUMEROUS CALL PUBLIC HEALTH INFORMATION
300.848.5533 NOC@OakGov.com
OAKGOV.COM/HEALTH

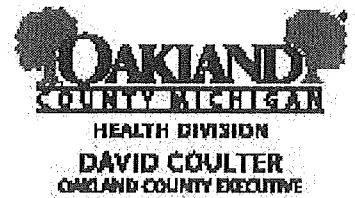


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SOCIAL DISTANCING

What You Need to Know

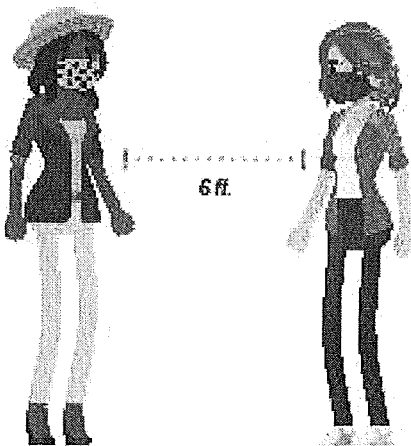


Social distancing means keeping a physical separation from other people. This includes avoiding groups of people and keeping space between yourself and others. It can include larger measures like closing public spaces and canceling group events. It helps protect people from illness, especially those who are more vulnerable. Social distancing limits the spread of disease by lowering the chance of contact with someone with COVID-19.

PRACTICE SOCIAL DISTANCING

EVERYONE SHOULD

- Stay home when sick.
- Cover your mouth and nose with a cloth face cover when you have to go out in public. Maintain 6 feet between yourself and others. A cloth face cover is not a substitute for social distancing. Wash regularly in the washing machine.
- Keep six (6) feet between yourself and others. Avoid getting together in social groups and gatherings.
- Avoid hugging, high-fives, shaking hands, and sharing cups or eating utensils.
- Use Skype and FaceTime to visit family and friends.
- Use online, curbside, or drive-through services such as banking, groceries, pharmacy and carryout.
- Avoid public places at their busiest times.
- Use good personal hygiene practices whenever you are out in public:
 - Washing your hands often with soap and warm water for 20 seconds, and help young children do the same. If soap and water are not available, use an alcohol-based hand sanitizer with at least 60% alcohol.
 - Covering your nose and mouth with a tissue when you cough or sneeze, or cough/sneeze in your upper sleeve. Immediately throw away used tissues in the trash, then wash hands.
 - Avoiding touching your eyes, nose, and mouth with unwashed hands.
 - Cleaning and disinfecting frequently touched surfaces, such as toys and doorknobs.



BUSINESSES CAN

- Have employees tele-work when possible.
- Modify operations to provide online options.
- Restrict areas where people may gather.
- Limit in-person meetings and use electronic communication methods.
- Assess store layout and modify high traffic areas (i.e. checkout lines, pharmacy counter etc.) to create six (6) feet of space between people:
 - Special store hours for seniors, healthcare workers and first responders to shop.
 - Signage asking people to remain at least 6 feet apart from others.
 - Mark floors of checkout lines with tape for 6 foot spacing between customers.
 - Promote curbside pick-up, delivery and online services.

Learn more about slowing the spread of COVID-19 at <https://bit.ly/3dj7j04>
For questions call Nurse On Call at 1.800.848.5533 or visit www.oakgov.com/covid

NURSE ON CALL PUBLIC HEALTH INFORMATION
1.800.848.5533 NOC@OakGov.com
OAKGOV.COM/HEALTH



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20.04.20 - 4/15/20



STOP THE SPREAD OF GERMS

HELP PREVENT THE SPREAD OF RESPIRATORY DISEASES



Wash your hands often with soap and warm water for at least 20 seconds. Avoid touching your face.



Clean and disinfect frequently touched objects and surfaces.



Cover your mouth and nose with a cloth face cover when out in public. Stay at least 6 feet away from people. Wash regularly.



Cough and sneeze into your upper sleeve or cover your cough or sneeze with a tissue, then throw in the trash. Wash hands.

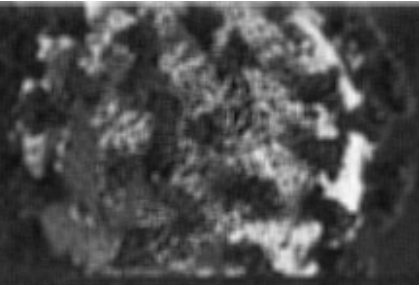


Stay home when you are sick, except to get medical care. Call ahead before you visit your doctor or emergency room.



Avoid contact with people who are sick.

For more information: oakgov.com/health



Face Coverings: Frequently Asked Questions

Michigan.gov/Coronavirus

Face Coverings: Frequently Asked Questions

The Michigan Department of Health and Human Services recommends that Michiganders wear a face covering when outside of their home to help stop the spread of coronavirus disease 2019 (COVID-19).

Wearing a face covering is an additional precaution we can take that may help stop the spread of COVID-19. The best way to keep from getting sick is to stay home as much as possible, practice social distancing – keep at least 6 feet of distance from others, and good hand hygiene.

What is a face covering?

- A face covering is any well-secured cloth (like a bandana or scarf) that covers your mouth and nose.
- A face covering is different from a surgical or N95 mask which must be reserved for healthcare workers.

Who should and should not wear a face covering?

Cloth face coverings should not be placed on:

- young children under age 2,
- anyone who has trouble breathing, is unconscious, incapacitated, and
- anyone otherwise unable to remove the mask without assistance.

Cloth face coverings should be worn by:

- All others when they need to be outside their home and within 6 feet of others.
- People who are sick should wear a face covering while at home if they cannot maintain at least 6 feet of distance from others.
- People who are sick and who need to leave home, such as to get urgent medical care, should always wear a face covering.

Do I need to wear a face covering all the time when outside my house?

- If you are sick, yes. Remember you must stay home if you are sick and only leave for essential medical care. Arrange for essential items, like groceries, to be delivered to you through a delivery service or through friends or family.
- If you are not sick, you should wear a face covering whenever you need to leave home and might be closer than 6 feet from others. Examples include using public transportation, riding in a taxi or car service, walking on a busy street, going to pharmacies and grocery stores, and going to the doctor or a hospital.
- Essential workers should also wear a face covering at work when they cannot maintain at least 6 feet of distance between themselves and others.

COVID-19 Return to Work Safely Protocol – Employer Checklist No. 1
Planning and Preparing

No	Control	Yes/No	Action needed
1.	Have you a system in place to keep up to date with the latest advice from the CDC and to adjust your plans and procedures in line with that advice?		
2.	Have you a system in place to provide your workers with information and guidance on the measures you have to put in place to help prevent the spread of the virus and what is expected of them?		
3.	Have you consulted with your workers on measures, provided a system for workers to raise issues or concerns and to have them responded to?		
4.	Have you sent each worker a COVID-19 return-to-work form to be completed and returned 2 days before they return to the workplace? (See Return-to-Work form)		
5.	Have you assessed who can continue to do their work from home and given them the technology to do so, in particular at-risk or vulnerable workers?		
6.	Have you told workers they must stay at home if sick or if they have any symptoms of COVID-19 and directed them to HR for information of their entitlements if they are sick or need to quarantine?		
7.	Have you organized to carry out meetings, training and information sessions online or by phone as far as possible?		
8.	Have you identified the activities that involve interacting with customers / visitors and put in place measures to prevent physical contact, as far as possible?		
9.	Have you contacted suppliers and arranged contactless delivery, invoicing and payment?		
10.	Are the number of workers sharing a vehicle kept to a minimum, are face coverings provided and are workers informed of the need for interior touch points to be cleaned/wiped at the start and end of each shift?		
11.	Have you set up workstations, desks and tables to help with physical distancing?		
12.	Have you identified, selected and sourced the PPE needed for your workers and arranged enough supplies of it?		
13.	Have you arranged to train your workers in the proper fitting, use, removal, cleaning, storing and disposal of PPE?		
14.	Have you visually checked, or had someone check, all vehicles and equipment in the workplace for signs of deterioration or damage before workers use it again?		
15.	Has the workplace, including all equipment, workstations, benches, doors and frequent touched surfaces points, been thoroughly cleaned?		
	Additional Information		

Name.....Signature.....Date.....

COVID-19 Return to Work Safely Protocol
Checklist No.2 Control Measures

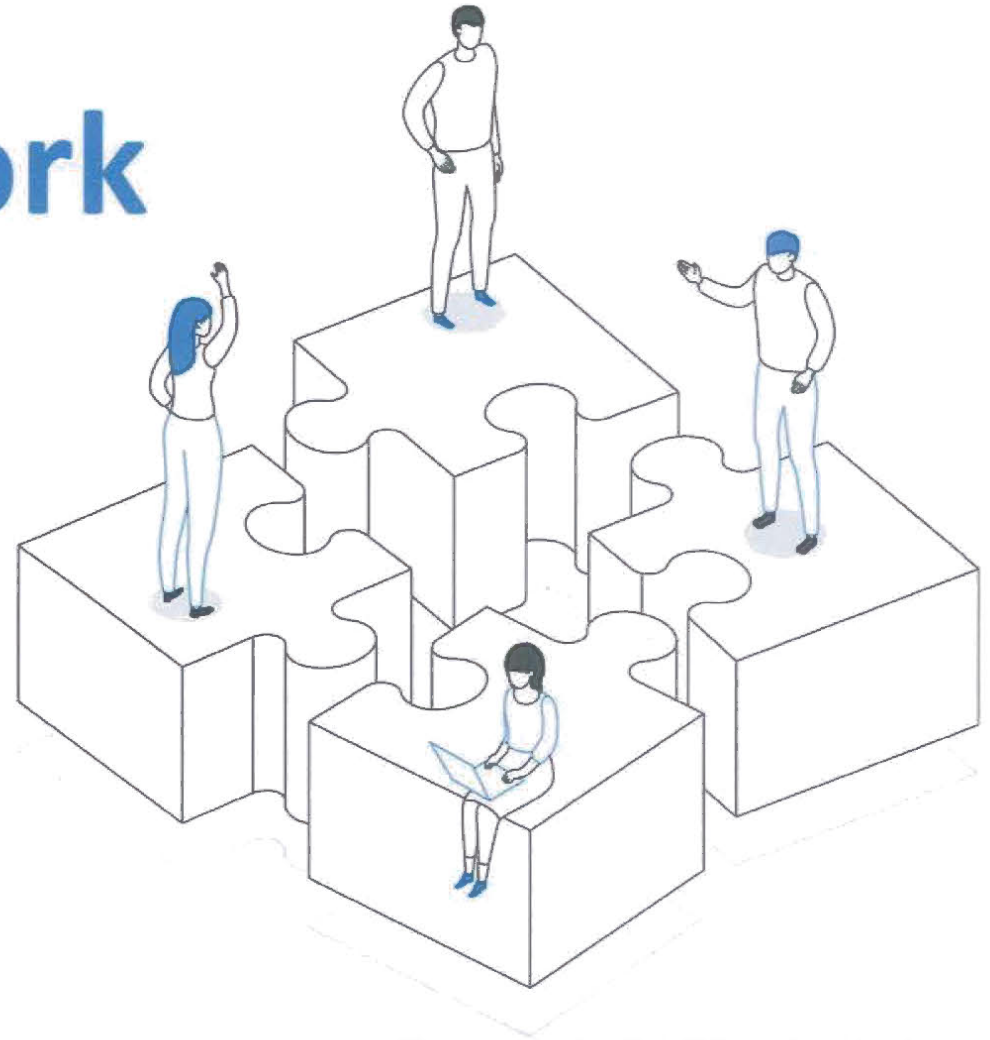
No	Topic	Yes/No	Action Required
	Hand Hygiene:		
	Are there enough hand washing and hand sanitising stations in place to accommodate workers, visitors/customers adhering to hand hygiene measures?		
	Are hand washing and hand sanitizing stations in convenient locations that can be easily and frequently accessed? Have you considered: <ul style="list-style-type: none"> • all entry/exit points • high traffic areas • the distance workers are from hand washing /hand sanitising facilities including wash/bathrooms • the number of workers and any shift arrangements 		
	Have you made arrangements to ensure hand hygiene facilities are regularly checked and well-stocked e.g. hot running water, soap dispensers, paper towels, touch-free bins and hand-sanitizer?		
	Hand sanitizing		
	Are there stations at entry/exit points to the workplace?		
	Are there stations in areas that have high touchpoints?		
	Employee awareness around hand hygiene in the workplace		
	Have you displayed posters on how to wash hands correctly in appropriate locations?		
	Have you provided workers with hand sanitizer for use in work vehicles?		
	Respiratory hygiene		
	Have you told workers of good respiratory measures to limit the spread of the virus: <ul style="list-style-type: none"> • avoid touching the face, eyes, nose and mouth • cover coughs and sneezes with an elbow or a tissue • dispose of tissues in a covered bin 		
	Have you made tissues available to workers and covered bins or bin bags for their safe disposal?		
	Is there a system in place to regularly empty bins so they don't over fill?		
	Physical Distancing – staying 6 feet apart		
	Have you looked at how you can change the layout of your workplace to allow for physical distancing?		
	Have you a system to regularly remind workers to stay 6 feet apart?		
	Have you identified the activities that involve interacting with customers, visitors and others and put in place measures to help prevent contact and ensure physical distancing, as far as possible?		

	Can you rearrange working times and shifts to minimize the number of people at work together?		
	Can you rearrange break areas and times to comply with physical distancing?		
	Have you implemented physical distancing for outdoor work activities?		
	Where workers are sharing workplace, are you following guideline to ensure compliance with <i>Safeguards to protect Michigan's workers from COVID-19?</i>		
	Have you reduced the number of people working in enclosed spaces by: <ul style="list-style-type: none"> • facilitating working from home • reducing the number of work tasks • modifying work tasks? 		
	Have you put floor markings in place to remind everyone in the workplace of the 6 foot distancing required?		
	If it is not possible to ensure a 6 feet physical distance between workers, have you put in place alternative measures: <ul style="list-style-type: none"> • installed physical barriers, such as clear plastic sneeze guards between workers • to minimize any direct worker close contact • provided hand sanitizing aids nearby, so that hands can be cleaned as soon as the task is complete • made face masks available to workers in line with Public Health advice and ensuring that masks are clean and not shared or handled by other workers. Note: wearing face masks is not a substitute for other measures outlined above.		
	Have you staggered entry into the workplace including the entry of residents?		
	Minimized Contact		
	Have you minimized the need for to gather for meetings and interactions e.g. by making available technology for online or phone meetings?		
	If workers have to meet, do you make sure they meet in a large space where physical distancing can be done and for as short a time as possible?		
	Have you put in place a system that eliminates or reduces the need for workers to travel together in vehicles?		
	In the case where vehicles must be shared, have you told workers to sit as far apart as possible, to wear face coverings, and to clean the frequently touched surfaces in the vehicle as a minimum at the start and end of each shift?		
	Have you told workers to clean and disinfect surfaces and shared equipment, not to shake hands and to avoid any physical contact?		

	Personal Protective Equipment (PPE) [Guidance open to change]		
	Note: PPE use cannot take the place of other preventative measures. For COVID-19, continue to check public health advice. Gloves are generally not required for infection prevention and control and are not a substitute for hand hygiene.		
	Has the correct PPE been identified based on the hazard and work activity?		
	Is there a sufficient supply of relevant PPE required to allow a safe return to work?		
	Have you trained workers in the correct fitting, use, removal, cleaning, storing and disposal of PPE?		
	Have you made arrangements for the cleaning, inspection, maintenance and disposal of PPE, where appropriate?		
	At Risk Groups		
	Have you enabled at risk or vulnerable workers to work from home where possible?		
	Have you enabled at risk workers to maintain a physical distance of 6 feet?		
	Visiting Contractors / Workers		
	Are there arrangements in place to inform other workers, contractors or visitors of the workplace measures to help prevent the spread of infection?		
	Is there a system for recording visits to the site/workplace by workers and others, as well as visits by workers to other sites? (COVID-19 Contact log)		
	Additional Information		

Name.....Signature.....Date.....

Return-to-Work Guide for Employees



Welcome back!

As we return to work and begin this “new normal” in our workplace, we understand that many employees are concerned about safety as well as the changes to city policies and procedures that we have implemented. We want every employee to be assured that we are taking your concerns and the well-being of our employees seriously.

What we are doing:

- All employees and visitors entering our buildings will be screened for COVID-19 symptoms and possible exposure.
- Common areas and frequently touched surfaces are being cleaned daily. Cleaning supplies will be available, and employees are encouraged to clean and disinfect workspaces throughout the workday.
- Hand sanitizer is provided throughout the building.
- Posters are displayed with reminders on how to prevent the spread of germs.
- Business hours may be modified to allow for staggered work shifts to reduce the number of people in the building at one time.
- Workspace layouts and seating arrangements are revised to allow for social distancing.
- Meeting rooms, break rooms and other communal areas have reduced seating and capacity limits.
- Hallways and stairways are marked as one-way to reduce face-to-face traffic.
- Business travel remains restricted to essential travel only.

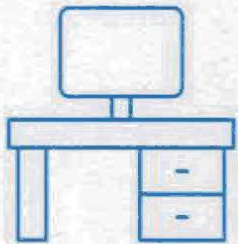


What you can do:

- Stay home or go home if you are sick.
- Maintain social distancing practices in the workplace.
- Follow cleaning product instructions when cleaning your work areas.
- Wash your hands frequently or use hand sanitizer
- Cover your nose and mouth when sneezing or coughing.
- Avoid touching your face.
- Wear a face covering.
- Replace handshakes with head nods and waves.
- Avoid using other employees' phones, desks, offices or other work tools and equipment, when possible.
- Talk to your director if you have concerns specific to your circumstances, such as a health condition that places you or someone in your household at high risk.
- Follow all policies and practices.
- Be kind. Understand that this is a stressful time for everyone, and an extra bit of kindness right now can go a long way.



Frequently Asked Questions



Can I continue to work from home?

We expect all employees to report to work unless there is a legitimate reason for continued telework, such as an employee with a compromised immune system or caregiving responsibilities that prevent the employee from returning to the workplace temporarily. You should discuss your specific circumstances with your director.



Is it safe to return to work?

We are taking every precaution to ensure our workplace is safe. We are following federal health and safety guidelines as well as guidance from our state and local governments. We are implementing practices such as employee health screenings and social distancing practices to keep our workplace healthy.

Frequently Asked Questions, cont.



Do I have to answer medical questions when reporting to work?

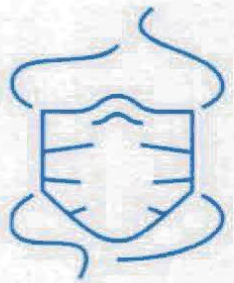
All employees and visitors will be required to answer questions regarding COVID-19 symptoms before entering our buildings. Individuals who refuse to answer health screening questions will not be permitted entry into the building. Employees will be marked with an unexcused absence in these circumstances and may be subject to disciplinary action. Please refer to your director or administrator to discuss use of paid and unpaid leave for unexcused absences.



What should I do if I feel sick?

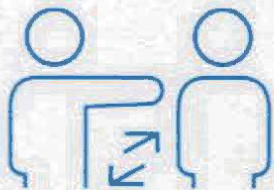
Employees who feel ill should notify their director per the city policy and not report to work. If you are already at work and begin feeling sick, you should notify your director and go home immediately. Employees can utilize accrued paid-time-off hours and/or other paid leave that may be available. Contact human resources for more information on available paid time off.

Frequently Asked Questions, cont.



Do I have to wear a mask at work?

Unless required by a state or local order, employees do not have to wear a mask at work. However, we do encourage face coverings, and employees may choose to wear a mask if they desire. Employees in positions with frequent person-to-person contact may be required to wear masks. If masks are mandated by law and you have a medical condition that restricts you from wearing one, please speak with human resources.



Will we continue to have in-person meetings?

In order to promote social distancing in the workplace, some meetings will need to be restructured. You may be asked to attend an in-person meeting with limited attendees in a space that is large enough to allow for distancing between participants. In addition, some meetings will include a virtual option for employees to participate from their personal workspace. The meeting organizer and your director can provide you with guidance specific to your role.

Frequently Asked Questions, cont.



How will positive cases of COVID-19 be handled in the workplace?

Despite all precautionary measures, there is always a risk of workplace exposure to communicable diseases. Should an employee contract COVID-19 and expose others in our workplace, we will immediately inform all employees of the possible exposure. Employees who have been potentially exposed will be sent home and asked to telework for 14 days. A thorough cleaning of the workspace used by the infected individual will be conducted after the area has been closed off for at least 24 hours.

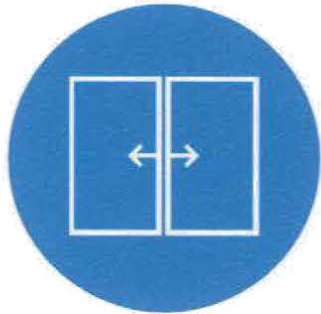


Do I have to pay the health insurance premiums that I missed while I was not working?

Employees are responsible for paying their portion of health insurance premiums that were missed while on unpaid leave or furlough. Employees have several options for paying these premiums including a lump-sum payroll deduction or a series of deductions spread over time. You will be contacted by human resources to make arrangements for these payments.

Changes You May See at Work

In the months to come, we will continually be monitoring the pandemic circumstances and will consider implementing technology to keep our workplace safe going forward. Some of the new technology you may experience at any of our worksites include:



**Limited Elevator
Use**



**Smartphone apps for
screening**



**Body temperature
scanning devices**



GUIDELINES FOR EMPLOYEES

To Employees:

If you have symptoms or do not feel well, DO NOT report to work. Contact your health care provider and follow all medical directives to avoid possibly exposing others. If you have questions, contact your immediate supervisor and Human Resources. (A note from health care provider may be required to resume work.)

The CDC recommends frequent hand cleaning and limiting face-to-face contact with others through social distancing as the best ways to reduce the spread of COVID-19.

“Social Distancing” means keeping space between yourself and other people outside of your home. To practice social or physical distancing:

- Stay at least 6 feet from other people
- Do not gather in groups
- Stay out of crowded places and avoid mass gatherings

GUIDELINES FOR EMPLOYEES

The CDC also recommends that people wear a face covering to cover their nose and mouth in the community setting, especially in situations where you may be near people. A face covering is not intended to protect the wearer, but it may prevent the spread of virus from the wearer to others.

Although the risk of severe illness may be different for everyone, anyone can get and spread COVID-19. Everyone has a role to play in slowing the spread and protecting themselves, their family, and their community.

GUIDELINES FOR EMPLOYEES

Quarantine (No Symptoms) - After close contact with COVID-19 positive patient, an employee may return to work if no symptoms develop after 14 days since the last date of high risk exposure, if they remain free of symptoms. You must quarantine for the full 14-day quarantine period. The employee may return to work when they meet the following criteria:

- Completion of the required 14-day quarantine period
- Symptom-free for the last 72 hours
- Cleared by medical provider (RTW note required)

GUIDELINES FOR EMPLOYEES

Confirmed COVID-19 Case (Isolation) – After being diagnosed with COVID-19, an employee may return to work using the following clearance criteria:

- Resolution of fever, without use of fever-reducing medication (e.g. Tylenol, ibuprofen)
- Improvement in respiratory systems (e.g. cough, shortness of breath)
- At least 14 days have passed since symptoms first appeared

Stay home from Work – Employees who have symptoms of acute respiratory illness are recommended to stay home and not report to work until they are free of the following for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants):

- Fever (100.4 F. or greater)
- Signs of fever (shivering, shaking, chills, body aches, headaches, excessive sweating, etc.)
- Any other symptoms (sore throat, persistent cough, sinus congestion, fatigue, etc.)

Task	Status	Due Date
Installation of Sneeze Guard Protection for City Hall departments		6/26/2020
Installation of Sneeze Guard Protection for Courthouse		6/26/2020
Rearrange all workspaces to comply with Social Distancing		6/22/2020
Relocate Planning/Code Enforcement to 2nd Floor		6/22/2020
De-Clutter City Hall hallways; remove file cabinets and furniture		7/1/2020
Close 1st floor restrooms (temporarily)		6/8/2020
Install Hand Sanitizers (City Hall)		6/1/2020
Install Hand Sanitizers (PYREC)		6/1/2020
Install Hand Sanitizers (R.P)		6/1/2020
Install Hand Sanitizers (Bowens)		6/1/2020
Shut off Water Fountains (City Hall)		6/8/2020
Shut off Water Fountains (Courthouse)		6/8/2020
Shut off water fountains (R.P)		6/8/2020
Shut off Water fountains (Bowens)		6/9/2020
Shut off Water fountains (PYREC)		6/9/2020
Procure bottled water service for city buildings		6/15/2020
Install Touch Free Urinals		8/1/2020
Install touch free sinks		8/1/2020
Install touch free soap dispenser		8/1/2020
Install hand dryers		8/1/2020
Hallway marking for social distancing		6/22/2020

Completed
On-Track
1-5 days behind
6 days or more behind



Comments
Waiting on when materials are in to schedule install
Courthouse has ordered their materials and are waiting on installation date
Each department head has spaced off 6' between personal work areas.
Vern G will report out on the status.
Will need Deputy Mayor's credit card to procure storage unit and pay for movers
Quote from New Image Building are \$500 per unit and additional fee for the sanitizer
Quote from New Image Building are \$500 per unit and additional fee for the sanitizer
Quote from New Image Building are \$500 per unit and additional fee for the sanitizer
Quote from New Image Building are \$500 per unit and additional fee for the sanitizer
Will need Deputy Mayor's credit card to pay for water.
Working with Purchasing to put out RFI/RFQ
Working with Purchasing to put out RFI/RFQ
Buildings searching for
Working with Purchasing to put out RFI/RFQ
Buildings will have hallways marked by 6/22/2020

#9

RESOLUTION



RESOLUTION TO APPROVE THE CITY CLERK WEBSITE PONTIACCITYCLERK.COM

WHEREAS, the City Clerk established <http://www.pontiaccityclerk.com> as the website for the Office of the City Clerk to increase citizen accessibility to the Office of the City Clerk; and

WHEREAS, the City Clerk has established other social media tools for the Office of the City Clerk as an outreach effort to encourage Pontiac residents to vote in the 2020 elections and engage the greater community.

NOW, THEREFORE IT BE RESOLVED, that the City Council for the City of Pontiac approves PontiacCityClerk.com as a website for the Office of the City Clerk.

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of
Dan Ringo, Interim Director of Public Works

DATE: June 11, 2020

RE: MDOT Baldwin, Martin Luther King Traffic Signals Funding Agreement

The Michigan Department of Transportation has prepared and delivered the attached funding agreement for the Baldwin Avenue and Martin Luther King Jr. Boulevard CMAQ and Safety project. This project is partially funded through MDOT Congestion Mitigation Air Quality (CMAQ) and Safety funds totaling \$975,520. The total estimated cost of the project is \$1,406,000, with the City's portion of the project \$430,480. This project is budgeted in fiscal year 2020/21.

The CMAQ and Safety funding from the Michigan Department of Transportation is provided based on competitive application and is specifically for providing safer road intersections as well as more efficient roadway corridors. These projects go through an MDOT Bid letting and be awarded, and funded by MDOT. The City will be responsible for our match on the project as stated above.

This contract was send to the City Clerk's Office on March 27th. To date, the original copy has not been delivered to the Department of Public Works. We directly contacted MDOT inquiring about the contract, and were informed that the contract was sent to the City Clerks office on March 27, 2020. MDOT then reissued the contract electronically, which is what we are presenting for your consideration.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for the Baldwin Avenue and Martin Luther King CMAQ and Safety Projects:

WHEREAS, The City of Pontiac has received the funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the subject agreement, and;

WHEREAS, The project is budgeted in the 2020/21 Major Street budget,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the Baldwin Avenue and Martin Luther King CMAQ and Safety Projects.

JVB

attachments



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

March 27, 2020

Mr. Garland S. Doyle M.P.A., CNP
Interim City Clerk
City of Pontiac
47450 Woodland Avenue
Pontiac, Michigan 48342

Dear Mr. Doyle:

RE: Contract Number: 20-5157
Control Section: HSIP 63000
Job Number: 207437CON; 207438CPN
Location: Baldwin Avenue from Cesar Chavez to Walton Boulevard, city of
Pontiac; MLK Junior Blvd at Feasterstone St and at University Dr, city of
Pontiac

Enclosed is one (1) original and one (1) copy of the above referenced contract between your organization and the Michigan Department of Transportation (MDOT).

If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at mribem1@michigan.gov or (517) 335-2266.

1. Attach two (2) original certified resolutions. The resolution should include:

- The name of officials authorized to sign the contract.
- MDOT Contract Number 20-5157.

If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 335-4404.

2. Please return signed contracts and resolutions for MDOT Execution within 35 days from the date of this letter to:

Kathy J. Fulton, Contract Technician
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

MDOT will return a copy of the executed contract to your organization.

Enclosure

HSIP

DA

Control Section	HSIP 63000
Job Number	207437CON; 207438CON
Project	20A0(564)(571)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	20-5157

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 18, 2020, attached hereto and made a part hereof:

PART A - HSIP 63000; JOB #207437CON; 20A0(564)

Traffic signal modernization work for four (4) intersections along Baldwin Avenue from Montcalm Street northerly to Walton Boulevard; including steel strain pole, controller, cabinet, hemispherical video detection, backplates, lighting, concrete base course, pavement, concrete curb, gutter, sidewalk and ramp, and aggregate base work; and all together with necessary related work; at the following intersections:

1. Baldwin Avenue at Montcalm Street
2. Baldwin Avenue at Kennett Road
3. Baldwin Avenue at Columbia Avenue
4. Baldwin Avenue at Walton Boulevard

PART B - HSIP 63000; JOB #207438CON; 20A0(571)

Traffic signal modernization work along Martin Luther King Junior Boulevard at Featherstone Street and Martin Luther King Junior Boulevard at University Drive; including steel strain pole, controller, cabinet, hemispherical video detection, backplates, lighting, concrete base course, pavement, concrete curb, gutter, sidewalk and ramp, and aggregate base work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$600,000 or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$375,520 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART B

portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate

control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



March 18, 2020

EXHIBIT I

CONTROL SECTION	HSIP 63000
JOB NUMBER	207437CON; 207438CON
PROJECT	20A0(564)(571)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$874,000	\$532,000	\$1,406,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$874,000	\$532,000	\$1,406,000
Less Federal Funds*	<u>\$600,000</u>	<u>\$375,520</u>	<u>\$ 975,520</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$274,000	\$156,480	\$ 430,480

*Federal Funds for the PART A and PART B portions of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

City of Pontiac Signal Improvements



**Baldwin
& Walton**



**Baldwin &
Columbia**

**Baldwin &
Kennett**

**Baldwin &
Montcalm**

**MLK &
University**
**MLK &
Featherstone**

Signal Improvements

-  Baldwin Ave Corridor
-  MLK Blvd Corridor

0 500 1,000 2,000 3,000 4,000 Feet

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council

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

DATE: June 18, 2020

RE: City of Pontiac's Centerpoint Parkway Reconstruction – Florence Cement

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, May 28, 2020. The project is the reconstruction of Centerpoint Parkway utilizing funds from MDOT's Category A funding for Economic Development. City Council approved the funding agreement for this project at the formal meeting held on April 28.

This project will reconstruct the majority of Centerpoint Parkway, from Opdyke Road to Campus Drive, and perform other concrete patching and repair from Campus Drive to South Boulevard.

A total of six (6) bids were received for the project in the amounts as follows:

Centerpoint Parkway Reconstruction		
Primary Bid Tabulation		
	Contractor	Bid
1	Florence Cement	\$3,380,196.79
2	Great Lakes Construction	\$3,596,108.64
3	Mark Anthony Contracting	\$4,282,741.65
4	Pamar Enterprises	\$4,314,988.64
5	Iafrate Construction	\$4,369,894.36
6	Major Cement	\$5,022,480.25

The Engineering Division has reviewed the proposal and references submitted by Florence Cement, and based on the attached is recommending the award to the low bidder, Florence Cement

Construction is scheduled to start in mid-July with anticipated completion in November.

Funding for the project is identified in FY'20-21 Major Street Fund

Based upon the above information, it is recommendation of the Department of Public Works that the City of Pontiac's Centerpoint Parkway Reconstruction Project be awarded to Florence Cement in the amount of \$3,380,196.79.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the Centerpoint Parkway Reconstruction Project on May 28, 2020, and publically opened bids; and

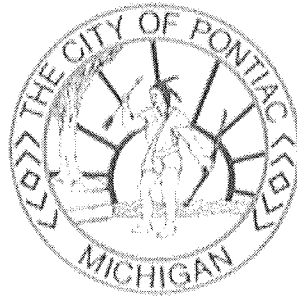
WHEREAS, a bid tabulation was prepared and reviewed, and;

WHEREAS, the City identified the low bidder as Florence Cement, and references of the low bidder checked and found acceptable.

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Florence Cement for \$3,380,196.79 for the Centerpoint Parkway Reconstruction Project.

CITY OF PONTIAC
INVITATION TO BID



2020 CENTERPOINT PARKWAY RECONSTRUCTION

Due Date: May 28, 2020 at 1:00 PM

Location:

City of Pontiac Clerk's Office

47450 Woodward Avenue, 1st Floor,

Pontiac, MI 48342

plainly marked with **"2020 CENTERPOINT PARKWAY RECONSTRUCTION"**

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**REQUEST TO SUBMIT BIDS
FOR
2020 CENTERPOINT PARKWAY RECONSTRUCTION
FOR THE
CITY OF PONTIAC**

The City of Pontiac Michigan (The City) is requesting bids for improvements to Centerpoint Parkway from Opdyke Road to South Boulevard within the City of Pontiac. A total of 1.26 miles of a primarily four-lane boulevard will be improved by replacing the existing concrete pavement with new concrete pavement. The improvement of this roadway will be contingent on the final bids of the primary and alternate bid project. A complete bid must be provided for the primary and alternate bid. The bids are as described below:

The Primary Bid is for replacing approximately most of the existing concrete pavement with 32,178 syds of 9 inches of nonreinforced concrete pavement, 16,900 ft of concrete curb and gutter, and pavement repair quantities for the existing pavement that will remain. Plans are available for this bid.

Alternate Bid is for replacing all of the existing pavement from Opdyke Road to Campus Drive with 37,756 syds of 9 inches of nonreinforced concrete pavement, and replacing 22,022 ft of concrete curb & gutter; and from Campus Drive to South Blvd performing pavement repair quantities from Campus Drive north to South Boulevard. No plans are available for this bid.

Both bid options will permit complete closure of Centerpoint Parkway from the west of the Marriot Hotel to Campus Drive. Due to local development, access must be maintained as specified in the Maintenance of Traffic Special Provision and plans

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 "2020 CENTERPOINT PARKWAY RECONSTRUCTION" until **May 28, 2020 at 1:00 PM** at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. ***(NOTE: Electronic or faxed submissions will not be accepted)***

A MANDATORY pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Ave., Pontiac, MI, 48342, on **May 18, 2020 at 11:00 AM**. The proposal and contract requirements will be discussed at said meeting and it is mandatory that all bidders attend.

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 handwritten signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The following work shall be performed by MDOT Prequalified firms:

Concrete Pavement (B)

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 Adrienne Zeigler (AZeigler@pontiac.mi.us) with the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction or change of this document will be made only by written addendum hereto. Any interpretation, correction or change made in any other manner will not be binding on the City and bidders shall not rely thereon. All inquiries are to be made in writing to **Dan Ringo** and be received no later than **May 22, 2020 at 5:00 PM** (these may be hand-delivered, mailed or faxed to (248) 758-3197 or emailed to **DRingo@pontiac.mi.us**. A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website <http://www.pontiac.mi.us/departments/finance/purchasing.php>. Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342.

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

With regard to construction services, the successful bidder 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 Bidder shall produce evidence satisfactory to the City's Corporation of insurance coverage in types and amounts defined in Appendix D and naming the City of Pontiac Michigan as an additional insured thereon.

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

REQUEST FOR BID POSTED: April 28, 2020

MANDATORY PRE-BID MEETING : May 18, 2020, 11:00AM

QUESTIONS DUE: May 22, 2020, 5:00 PM

BIDS DUE: May 28, 2020 1:00 PM

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

Additional Documents to Download are located in the city's dropbox (please see the next page for links):

Attachment A – Contract plans for the Primary Bid items of work

Attachment B – Project Schedule and Progress Clause

Attachment C – Maintenance of Traffic Special Provision

Attachment D – Unique Pay Name Descriptions

Attachment E – List of MDOT Frequently Used Special Provisions

Attachment F – RCOC Signal Details

Additional Documents

Attachment A – Contract plans for the Primary Bid items of work

<https://www.dropbox.com/s/yjgi9dp1f7wch5z/Attachement%20A-%20Centerpoint%20Parkway%20Plans%2020200413.pdf?dl=0>

Attachment B – Project Schedule and Progress Clause

<https://www.dropbox.com/s/10qwqsiww68o00u/Attachement%20B%20-%20Pontiac%20Centerpoint%20Parkway%20Progress%20Clause.pdf?dl=0>

Attachment C – Maintenance of Traffic Special Provision

<https://www.dropbox.com/s/r7kubwbdhilxrup/Attachment%20C%20-%20Maintence%20of%20Traffic%20SP.pdf?dl=0>

Attachment D – Unique Pay Name Descriptions

<https://www.dropbox.com/s/0ax92x25lpf285z/Attachment%20D%20-%20Unique%20Pay%20Items.pdf?dl=0>

Attachment E – List of MDOT Frequently Used Special Provisions

<https://www.dropbox.com/s/yi6rhfi0bv5qs9f/Attachment%20E%20-%20MDOT%20Frequently%20Used%20Special%20Provisions.pdf?dl=0>

Attachment F – RCOC Signal Details

<https://www.dropbox.com/s/inrmtqize2kiyq7/Attachment%20F%20-%20RCOC%20Signal%20Details.pdf?dl=0>

Attachment G – MDOT Right of Entry Permit 69084

<https://www.dropbox.com/s/m42ynhbga3ibwje/Attachment%20G%20-%20MDOT%20Right%20of%20Entry%20Permit%2069084.pdf?dl=0>

I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for **2020 CENTERPOINT PARKWAY RECONSTRUCTION** for the City of Pontiac.

II. BACKGROUND

The City of Pontiac has allocated funds for the roadway improvements of Centerpoint Parkway from Opdyke Road to South Boulevard. A total of 1.26 miles of a primarily four lane boulevard will be improved by replacing the existing concrete pavement with new concrete pavement. The improvement of this roadway will be contingent on the final bids of the primary and alternate bid project. A complete bid must be provided for the primary and alternate bid. The bids are as described below:

The Primary Bid is for replacing approximately 70% of the existing concrete pavement with 32,178 syds of 9 inches of nonreinforced concrete pavement, 16,900 ft of concrete curb and gutter, and pavement repair quantities for the existing pavement that will remain. Plans are available for this bid.

Alternate Bid is for replacing all of the existing pavement from Opdyke Road to Campus Drive with 37,757 syds of 9 inches of nonreinforced concrete pavement, 22,022 ft of concrete curb and gutter, and pavement repair quantities from Campus Drive north to South Boulevard. No plans are available for this bid.

Both bid options will permit complete closure of Centerpoint Parkway from west of the Marriot Hotel to Campus Drive. However, due to local development, access must be maintained as specified in the Maintaining Traffic Special Provision.

III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for concrete pavement replacement with the following "Section IV. Request" and Scope of Work listed in the attached "2020 CENTERPOINT PARKWAY RECONSTRUCTION Bid" in Appendix A.

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, this document including Attachments, City of Pontiac, and Oakland County Water Resources Commissioner standards.

IV. REQUEST

In addition to the required form "2020 CENTERPOINT PARKWAY RECONSTRUCTION Bid" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses for both the primary and Alternate Bid 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:

MDOT Prequalification requirements: The Contractor or Sub-contractor performing the following work shall be MDOT Prequalified:

Concrete Pavement (B)

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

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

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

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

The City reserves the right to request clarification of and/or solicit additional information of any Bidder, and/or to negotiate with any Bidder 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 "2020 CENTERPOINT PARKWAY RECONSTRUCTION BID" in Appendix A. Two bids are required one for the Primary Bid as depicted in the plans and the other for an Alternate Bid for removing all the existing pavement from the POB to Campus Drive. The City will select a contractor based on the value of the bids and available local funds.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder of either the Primary Bid or Alternate Bid. The City will enter into a contract with the Successful Bidder with a contract completion date of 30 days beyond the **Project Completion date** as defined in **Attachment B – Progress Clause**. All services shall be performed according to the Agreement, as well as the submitted bid.

The Contractor shall begin work under this Contract within ten (10) calendar days of receipt of written Notice to Proceed and shall perform the work in such manner as to complete all work including final site restoration by the **Project Completion date**, except as such time limits may be advanced in accordance with the provisions herein. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.

The City will issue a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within fourteen (14) days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and ALL bonds and insurance documentation required to be delivered by the Contract Documents) to City. Within seven (7) days thereafter, City shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

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

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

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

VII. ADDITIONAL INFORMATION:

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, Attachments A through F, and the City of Pontiac Standards. The Contractor must adhere to the Standards, Specifications and Plans in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements, please contact 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 "2020 CENTERPOINT PARKWAY RECONSTRUCTION" clearly marked on the front to by **May 28, 2020 at 1:00 PM** to the following:

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

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

IX. BONDING REQUIREMENTS

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

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

CONTRACTS OR SUBCONTRACTS EXCEEDING \$50,000.00.

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

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

d) A Maintenance and Guarantee Bond shall be delivered to the Agency when the contract is executed for 100% of the full Contract Price. If, at any time during a one-year period from the date of payment of the final estimate, the need of any repair or replacement becomes apparent, the City will at once notify the Contractor in writing, either personally or by mail at the address given in the proposal; and if within one week after such notification the Contractor has not made the necessary repairs, the City may proceed to do the required work and to charge the cost thereof against the Contractor, excepting that in the case of a repair necessary to be made at once to protect life and property, then and in that case the City may take immediate steps to repair or barricade such defects without notice to the Contractor.

Following the performance of any such repair work by the City, and as soon as practicable thereafter, an itemized statement of the cost of such work will be sent to the Contractor by the City. In such accounting the City shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefor shall be charged to the Contractor

X. INCOME TAXES

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

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

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

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

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

APPENDIX A – 2020 CENTERPOINT PARKWAY RECONSTRUCTION SCOPE & BID SHEET

PURCHASING OFFICE

47450 Woodward Avenue, Pontiac, MI 48342

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

> 2020 CENTERPOINT PARKWAY RECONSTRUCTION <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

License#: _____

Job Duties Sheet / Scope of Work

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

2020 CENTERPOINT PARKWAY RECONSTRUCTION

- Perform all road work in accordance with the Plans, MDOT 2012 Standard Specifications for Construction, MDOT Frequently Used Special Provisions listed below, City of Pontiac Standards, requirements listed in this "Request to Submit Bids".
- Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications
- Apply for, pay for, and obtain a permit for Soil Erosion Control from the Oakland County Water Resource Commission.
- Perform all workmanship and materials for soil erosion, water and sanitary sewer covers and adjustments in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications.
- Maintain Traffic of Centerpoint Parkway in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), plans and maintaining traffic special provision for the duration of project, including providing local traffic access for other work in the area.
- The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.

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

PRIMARY BID

PRIMARY BID FOR PARTIAL REPLACEMENT OF THE EXISTING CONCRETE PAVEMENT AS SHOWN IN ATTACHMENT A

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
001	1500001	Mobilization, Max. \$230,500	1	LS	\$ _____	\$ _____
002	2020008	Stump, Rem, 6 inch to 18 inch	29	Ea	\$ _____	\$ _____
003	2040035	Guardrail, Rem	170	Ft	\$ _____	\$ _____
004	2040045	Masonry and Conc Structure, Rem	6	Cyd	\$ _____	\$ _____
005	2040055	Sidewalk, Rem	770	Syd	\$ _____	\$ _____
006	2047011.01	Pavt, Rem, Special	36,650	Syd	\$ _____	\$ _____
007	2047011.02	Track, Rem, Special	400	Syd	\$ _____	\$ _____
008	2050010	Embankment, CIP	2,228	Cyd	\$ _____	\$ _____
009	2050016	Excavation, Earth	3,675	Cyd	\$ _____	\$ _____
010	2050031	Non Haz Contaminated Material Handling and Disposal, LM	100	Cyd	\$ _____	\$ _____
011	2057011.01	Geogrid	5,565	Syd	\$ _____	\$ _____
012	2057021.01	Subgrade Undercutting, Special, 21AA	3,710	Cyd	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
013	2087050.01	Erosion Control, Inlet Protection, Fabric Drop, Mod	57	Ea	\$ _____	\$ _____
014	3027011.01	Aggregate Base, 4 inch, Modified	2,645	Syd	\$ _____	\$ _____
015	3027011.02	Aggregate Base, 10 inch, Modified	1,809	Syd	\$ _____	\$ _____
016	3027011.03	Aggregate Base, Conditioning, Modified	36,014	Syd	\$ _____	\$ _____
017	3067031.01	Maintenance Gravel, Modified	250	Ton	\$ _____	\$ _____
018	3067050.01	Driveway Access, Temp	3	Ea	\$ _____	\$ _____
019	4030005	Dr Structure Cover, Adj, Case 1	64	Ea	\$ _____	\$ _____
020	4030025	Dr Structure Cover, Type D	2	Ea	\$ _____	\$ _____
021	4030050	Dr Structure Cover, Type K	46	Ea	\$ _____	\$ _____
022	4037050.02	Dr Structure Cover, Type St	16	Ea	\$ _____	\$ _____
023	4037050.03	Dr Structure Cover, Adj, Case 1, Special	1	Ea	\$ _____	\$ _____
024	4037050.04	Dr Structure Cover, Pontiac, Gate Well, Install	1	Ea	\$ _____	\$ _____
025	5010025	Hand Patching	10	Ton	\$ _____	\$ _____
026	6020106	Conc Pavt, Nonreinf, 9 inch	32,120	Syd	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
027	6020200	Joint, Contraction, Cp	20,648	Ft	\$ _____	\$ _____
028	6020207	Joint, Expansion, E2	979	Ft	\$ _____	\$ _____
029	6020215	Pavt Gapping	491	Ft	\$ _____	\$ _____
030	6030020	Joint, Contraction, Crg	633	Ft	\$ _____	\$ _____
031	6030021	Joint, Expansion, Erg	45	Ft	\$ _____	\$ _____
032	6030030	Lane Tie, Epoxy Anchored	5,046	Ea	\$ _____	\$ _____
033	6030048	Pavt Repr, Nonreinf Conc, 10 inch	1,200	Syd	\$ _____	\$ _____
034	6030080	Pavt Repr, Rem	1,200	Syd	\$ _____	\$ _____
035	6030090	Saw Cut, Intermediate	3,000	Ft	\$ _____	\$ _____
036	6030096	Sawing and Sealing Trans Pavt Joints	2,000	Ft	\$ _____	\$ _____
037	8010008	Driveway, Nonreinf Conc, 9 inch	758	Syd	\$ _____	\$ _____
038	8020017	Curb and Gutter, Conc, Det B3	255	Ft	\$ _____	\$ _____
039	8020037	Curb and Gutter, Conc, Det F3	16,378	Ft	\$ _____	\$ _____
040	8020050	Driveway Opening, Conc, Det M	1,150	Ft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
041	8027050.01	Curb and Gutter, Boxout Detail	2	Ea	\$ _____	\$ _____
042	8030010	Detectable Warning Surface	252	Ft	\$ _____	\$ _____
043	8030030	Curb Ramp Opening, Conc	380	Ft	\$ _____	\$ _____
044	8037001.01	Sidewalk Ramp, Conc, 9 inch	3,290	Sft	\$ _____	\$ _____
045	8030044	Sidewalk, Conc, 4 inch	4,274	Sft	\$ _____	\$ _____
046	8037001.02	Sidewalk, Conc, 9 inch	4,145	Sft	\$ _____	\$ _____
047	8067050.01	Park Bench, Relocation	1	Ea	\$ _____	\$ _____
048	8100371	Post, Steel, 3 lb	2,696	Ft	\$ _____	\$ _____
049	8100399	Sign, Type IIB	18	Sft	\$ _____	\$ _____
050	8100403	Sign, Type III, Rem	44	Ea	\$ _____	\$ _____
051	8100404	Sign, Type IIIA	371	Sft	\$ _____	\$ _____
052	8100405	Sign, Type IIIB	407	Sft	\$ _____	\$ _____
053	8100425	Sign, Type VB	108	Sft	\$ _____	\$ _____
054	8100616	Reflective Panel for Permanent Sign Support, 6 foot	64	Ea	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
055	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	780	Ft	\$ _____	\$ _____
056	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	315	Ft	\$ _____	\$ _____
057	8110053	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Turning Guide Line, White	26	Ft	\$ _____	\$ _____
058	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	16	Ea	\$ _____	\$ _____
059	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	5	Ea	\$ _____	\$ _____
060	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	2	Ea	\$ _____	\$ _____
061	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	4	Ea	\$ _____	\$ _____
062	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2	Ea	\$ _____	\$ _____
063	8110091	Pavt Mrkg, Polyurea, 4 inch, White	5,828	Ft	\$ _____	\$ _____
064	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	2,138	Ft	\$ _____	\$ _____
065	8110307	Rem Curing Compound, for Longit Mrkg, 4 inch	7,966	Ft	\$ _____	\$ _____
066	8110321	Rem Curing Compound, for Spec Mrkg	1,542	Sft	\$ _____	\$ _____
067	8110343	Rem Spec Mrkg	357	Sft	\$ _____	\$ _____
068	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted Furn	110	Ea	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
069	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted Oper	110	Ea	\$ _____	\$ _____
070	8120035	Channelizing Device, 42 in, Flourescent, Furn	556	Ea	\$ _____	\$ _____
071	8120036	Channelizing Device, 42 in, Flourescent, Oper	556	Ea	\$ _____	\$ _____
072	8120170	Minor Traf Devices	1	LS	\$ _____	\$ _____
073	8120252	Plastic Drum, Flourescent, Furn	175	Ea	\$ _____	\$ _____
074	8120253	Plastic Drum, Flourescent, Oper	175	Ea	\$ _____	\$ _____
075	8120257	Pavt Mrkg, Wet Reflective, Type R, Tape, Lt Turn Arrow	3	Ea	\$ _____	\$ _____
076	8120258	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	3	Ea	\$ _____	\$ _____
077	8127001.04	Pavt Mrkg, Wet Retreflective, Type R, Tape, 12 inch, Stop Bar	48	Ft	\$ _____	\$ _____
078	8120310	Sign Cover	4	Ea	\$ _____	\$ _____
079	8120330	Sign, Portable, Changeable Message, Furn	4	Ea	\$ _____	\$ _____
080	8120331	Sign, Portable, Changeable Message, Oper	4	Ea	\$ _____	\$ _____
081	8120350	Sign, Type B, Temp, Prismatic, Furn	473	Sft	\$ _____	\$ _____
082	8120351	Sign, Type B, Temp, Prismatic, Oper	473	Sft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
083	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	98	Sft	\$ _____	\$ _____
084	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	98	Sft	\$ _____	\$ _____
085	8127001.07	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	500	Ft	\$ _____	\$ _____
086	8127001.08	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	8,500	Ft	\$ _____	\$ _____
087	8160055	Sodding	18,414	Syd	\$ _____	\$ _____
088	8160061	Topsoil Surface, Furn, 3 inch	18,414	Syd	\$ _____	\$ _____
089	8160090	Water, Sodding/Seeding	994	Unit	\$ _____	\$ _____
090	8190244	Hh, Adj	34	Ea	\$ _____	\$ _____
091	8190246	Hh, Heavy Duty Cover	15	Ea	\$ _____	\$ _____
092	8197001.02	Street Lighting Circuit, Wiring and Splicing	6,933	Ft	\$ _____	\$ _____
093	8207050.01	RCOC Traf Loop	6	Ea	\$ _____	\$ _____
094	8230431	Gate Box, Adj, Case 1	1	Ea	\$ _____	\$ _____
095	8237001.01	2" Schedule 40 Conduit	1,000	Ft	\$ _____	\$ _____
096	8237001.03	Irrigation Piping	20,000	Ft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
097	8237050.01	Adjust Sprinkler Head	100	Ea	\$ _____	\$ _____
098	8237050.02	Relocate Sprinkler Head	100	Ea	\$ _____	\$ _____
099	8237050.03	Sprinkler Head	500	Ea	\$ _____	\$ _____
TOTAL BID AMOUNT						_____

THE CITY OF PONTIAC RESERVES THE RIGHT TO SELECT EITHER THIS PRIMARY BID OR THE FOLLOWING ALTERNATE BID.

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

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

ALTERNATE BID

ALTERNATE BID FOR COMPLETE REPLACEMENT OF THE EXISTING CONCRETE PAVEMENT FROM OPDYKE ROAD TO CAMPUS DRIVE STA. NB 254+00, AND SB 354+06. FROM CAMPUS DRIVE TO SOUTH BOULEVARD WILL BE AS SHOWN IN ATTACHMENT A AND WILL BE PAID FOR AS PAVT REPR, NONREINF CONC, 10 INCH.

WHEN THE CURB AND GUTTER IS PAVED INTEGRAL WITH THE PAVEMENT SHALL BE PAID FOR FROM BACK OF CURB TO BACK OF CURB AT THE UNIT PRICE OF THE PAVEMENT WITH NO PAYMENT FOR CURB AND GUTTER.

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
001	1500001	Mobilization, Max. \$230,500	1	LS	\$ _____	\$ _____
002	2020008	Stump, Rem, 6 inch to 18 inch	29	Ea	\$ _____	\$ _____
003	2040035	Guardrail, Rem	170	Ft	\$ _____	\$ _____
004	2040045	Masonry and Conc Structure, Rem	6	Cyd	\$ _____	\$ _____
005	2040055	Sidewalk, Rem	746	Syd	\$ _____	\$ _____
006	2047011.01	Pavt, Rem, Special	43,295	Syd	\$ _____	\$ _____
007	2047011.02	Track, Rem, Special	400	Syd	\$ _____	\$ _____
008	2050010	Embankment, CIP	2,942	Cyd	\$ _____	\$ _____
009	2050016	Excavation, Earth	4,389	Cyd	\$ _____	\$ _____
010	2050031	Non Haz Contaminated Material Handling and Disposal, LM	100	Cyd	\$ _____	\$ _____
011	2057011.01	Geogrid	5,663	Syd	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
012	2057021.01	Subgrade Undercutting, Special, 21AA	3,776	Cyd	\$ _____	\$ _____
013	2087050.01	Erosion Control, Inlet Protection, Fabric Drop, Mod	57	Ea	\$ _____	\$ _____
014	3027011.01	Aggregate Base, 4 inch, Modified	2,737	Syd	\$ _____	\$ _____
015	3027011.02	Aggregate Base, 10 inch, Modified	1,849	Syd	\$ _____	\$ _____
016	3027011.03	Aggregate Base, Conditioning, Modified	44,002	Syd	\$ _____	\$ _____
017	3067031.01	Maintenance Gravel, Modified	250	Ton	\$ _____	\$ _____
018	3067050.01	Driveway Access, Temp	3	Ea	\$ _____	\$ _____
019	4030005	Dr Structure Cover, Adj, Case 1	83	Ea	\$ _____	\$ _____
020	4030025	Dr Structure Cover, Type D	2	Ea	\$ _____	\$ _____
021	4030050	Dr Structure Cover, Type K	57	Ea	\$ _____	\$ _____
022	4037050.02	Dr Structure Cover, Type St	24	Ea	\$ _____	\$ _____
023	4037050.03	Dr Structure Cover, Adj, Case 1, Special	1	Ea	\$ _____	\$ _____
024	4037050.04	Dr Structure Cover, Pontiac, Gate Well, Install	1	Ea	\$ _____	\$ _____
025	5010025	Hand Patching	10	Ton	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
026	6020106	Conc Pavt, Nonreinf, 9 inch	37,756	Syd	\$ _____	\$ _____
027	6020200	Joint, Contraction, Cp	24,272	Ft	\$ _____	\$ _____
028	6020207	Joint, Expansion, E2	1,030	Ft	\$ _____	\$ _____
029	6020215	Pavt Gapping	491	Ft	\$ _____	\$ _____
030	6030020	Joint, Contraction, Crg	174	Ft	\$ _____	\$ _____
031	6030021	Joint, Expansion, Erg	45	Ft	\$ _____	\$ _____
032	6030030	Lane Tie, Epoxy Anchored	1,206	Ea	\$ _____	\$ _____
033	6030048	Pavt Repr, Nonreinf Conc, 10 inch	1,134	Syd	\$ _____	\$ _____
034	6030080	Pavt Repr, Rem	1,134	Syd	\$ _____	\$ _____
035	6030090	Saw Cut, Intermediate	500	Ft	\$ _____	\$ _____
036	6030096	Sawing and Sealing Trans Pavt Joints	2,000	Ft	\$ _____	\$ _____
037	8010008	Driveway, Nonreinf Conc, 9 inch	818	Syd	\$ _____	\$ _____
038	8020017	Curb and Gutter, Conc, Det B3	255	Ft	\$ _____	\$ _____
039	8020037	Curb and Gutter, Conc, Det F3	21,799	Ft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
040	8020050	Driveway Opening, Conc, Det M	1,220	Ft	\$ _____	\$ _____
041	8027050.01	Curb and Gutter, Boxout Detail	2	Ea	\$ _____	\$ _____
042	8030010	Detectable Warning Surface	252	Ft	\$ _____	\$ _____
043	8030030	Curb Ramp Opening, Conc	418	Ft	\$ _____	\$ _____
044	8037001.01	Sidewalk Ramp, Conc, 9 inch	3,290	Sft	\$ _____	\$ _____
045	8030044	Sidewalk, Conc, 4 inch	4,274	Sft	\$ _____	\$ _____
046	8037001.02	Sidewalk, Conc, 9 inch	4,145	Sft	\$ _____	\$ _____
047	8067050.01	Park Bench, Relocation	1	Ea	\$ _____	\$ _____
048	8100371	Post, Steel, 3 lb	2,696	Ft	\$ _____	\$ _____
049	8100399	Sign, Type IIB	18	Sft	\$ _____	\$ _____
050	8100403	Sign, Type III, Rem	44	Ea	\$ _____	\$ _____
051	8100404	Sign, Type IIIA	371	Sft	\$ _____	\$ _____
052	8100405	Sign, Type IIIB	407	Sft	\$ _____	\$ _____
053	8100425	Sign, Type VB	108	Sft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
054	8100616	Reflective Panel for Permanent Sign Support, 6 foot	64	Ea	\$ _____	\$ _____
055	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	780	Ft	\$ _____	\$ _____
056	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	315	Ft	\$ _____	\$ _____
057	8110053	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Turning Guide Line, White	26	Ft	\$ _____	\$ _____
058	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	16	Ea	\$ _____	\$ _____
059	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	5	Ea	\$ _____	\$ _____
060	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	2	Ea	\$ _____	\$ _____
061	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	4	Ea	\$ _____	\$ _____
062	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2	Ea	\$ _____	\$ _____
063	8110091	Pavt Mrkg, Polyurea, 4 inch, White	5,828	Ft	\$ _____	\$ _____
064	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	2,138	Ft	\$ _____	\$ _____
065	8110307	Rem Curing Compound, for Longit Mrkg, 4 inch	7,966	Ft	\$ _____	\$ _____
066	8110321	Rem Curing Compound, for Spec Mrkg	1,542	Sft	\$ _____	\$ _____
067	8110343	Rem Spec Mrkg	357	Sft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
068	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted Furn	110	Ea	\$ _____	\$ _____
069	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted Oper	110	Ea	\$ _____	\$ _____
070	8120035	Channelizing Device, 42 in, Flourescent, Furn	556	Ea	\$ _____	\$ _____
071	8120036	Channelizing Device, 42 in, Flourescent, Oper	556	Ea	\$ _____	\$ _____
072	8120170	Minor Traf Devices	1	LS	\$ _____	\$ _____
073	8120252	Plastic Drum, Flourescent, Furn	175	Ea	\$ _____	\$ _____
074	8120253	Plastic Drum, Flourescent, Oper	175	Ea	\$ _____	\$ _____
075	8120257	Pavt Mrkg, Wet Reflective, Type R, Tape, Lt Turn Arrow	3	Ea	\$ _____	\$ _____
076	8120258	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	3	Ea	\$ _____	\$ _____
077	8127001.04	Pavt Mrkg, Wet Retroreflective, Type R, Tape, 12 inch, Stop Bar	48	Ft	\$ _____	\$ _____
078	8120310	Sign Cover	4	Ea	\$ _____	\$ _____
079	8120330	Sign, Portable, Changeable Message, Furn	4	Ea	\$ _____	\$ _____
080	8120331	Sign, Portable, Changeable Message, Oper	4	Ea	\$ _____	\$ _____
081	8120350	Sign, Type B, Temp, Prismatic, Furn	473	Sft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
082	8120351	Sign, Type B, Temp, Prismatic, Oper	473	Sft	\$ _____	\$ _____
083	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	98	Sft	\$ _____	\$ _____
084	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	98	Sft	\$ _____	\$ _____
085	8127001.07	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	500	Ft	\$ _____	\$ _____
086	8127001.08	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	8,500	Ft	\$ _____	\$ _____
087	8160055	Sodding	24,246	Syd	\$ _____	\$ _____
088	8160061	Topsoil Surface, Furn, 3 inch	24,246	Syd	\$ _____	\$ _____
089	8160090	Water, Sodding/Seeding	994	Unit	\$ _____	\$ _____
090	8190244	Hh, Adj	34	Ea	\$ _____	\$ _____
091	8190246	Hh, Heavy Duty Cover	15	Ea	\$ _____	\$ _____
092	8197001.02	Street Lighting Circuit, Wiring and Splicing	6,933	Ft	\$ _____	\$ _____
093	8207050.01	RCOC Traf Loop	6	Ea	\$ _____	\$ _____
094	8230431	Gate Box, Adj, Case 1	1	Ea	\$ _____	\$ _____
095	8237001.01	2" Schedule 40 Conduit	1,000	Ft	\$ _____	\$ _____

ITEM NUMBER	MDOT ITEM CODE NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
096	8237001.03	Irrigation Piping	20,000	Ft	\$ _____	\$ _____
097	8237050.01	Adjust Sprinkler Head	100	Ea	\$ _____	\$ _____
098	8237050.02	Relocate Sprinkler Head	100	Ea	\$ _____	\$ _____
099	8237050.03	Sprinkler Head	500	Ea	\$ _____	\$ _____
					TOTAL BID AMOUNT	_____

THE CITY OF PONTIAC RESERVES THE RIGHT TO SELECT EITHER THIS ALTERNATE BID OR THE PREVIOUS PRIMARY BID.

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

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

CITY OF PONTIAC – BID PROPOSAL

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 Bidder acknowledges the receipt of Addenda numbered _____

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX# _____ Federal Tax ID #: _____

EMAIL Address of Primary Contact: _____

Contractor Signature: _____ Date: _____

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

APPENDIX B – HUD SECTION 3, CLAUSE 135.38 REQUIREMENTS

Section 3 clause 135.38

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

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

APPENDIX C - CONFLICT OF INTEREST STATEMENT

"Code of Standards of Conduct,"

24 CFR Part 85.36 (b) (3):

(Applicable to Community Development Block Grant Expenditures)

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

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

Date: _____

Signature: _____

Printed name: _____

APPENDIX D - INSURANCE

1. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

3. INDEMNIFICATION CLAUSE

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

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

4. EXTRAS

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

5. EMERGENCY PHONE NUMBERS

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

6. INCLUDED WORK

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

7. SUB-CONTRACTS

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

Certified By: _____

Its: _____

APPENDIX E – EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

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

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

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

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

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

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

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

APPENDIX F – PROGRESS PAYMENTS AND RETAINAGE

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work , provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. Zero (0) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such amounts set off by Owner pursuant, and less one hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
CENTERPOINT PARKWAY RECONSTRUCTION PROJECT
BID TABULATION - PRIMARY BID
CITY CLERK'S OFFICE, THURSDAY, 1:00 PM, LOCAL TIME, MAY 28, 2020

Item Number	MDOT Item Code	WORK ITEM DESCRIPTION	TOTAL QUANTITIES	PAY UNIT	ENGINEER'S ESTIMATE		LOW BID		SECOND		THIRD	
					UNIT PRICE	TOTAL COST	FLORENCE CEMENT		GREAT LAKES CONSTRUCTION		MARK ANTHONY CONTRACTING	
							UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
001	1500001	Mobilization, Max. \$230,500	1.0	LS	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00	\$ 100,000.00	\$ 100,000.00	\$ 127,265.00	\$ 127,265.00
002	2020008	Stump, Rem, 6 inch to 18 inch	29.0	Ea	\$ 250.00	\$ 7,250.00	\$ 500.00	\$ 14,500.00	\$ 75.00	\$ 2,175.00	\$ 91.86	\$ 2,663.94
003	2040035	Guardrail, Rem	170.0	Ft	\$ 10.00	\$ 1,700.00	\$ 11.00	\$ 1,870.00	\$ 5.00	\$ 850.00	\$ 18.37	\$ 3,122.90
004	2040045	Masonry and Conc Structure, Rem	6.0	Cyd	\$ 75.00	\$ 450.00	\$ 225.00	\$ 1,350.00	\$ 50.00	\$ 300.00	\$ 347.75	\$ 2,086.50
005	2040055	Sidewalk, Rem	770.0	Syd	\$ 7.75	\$ 5,967.50	\$ 18.00	\$ 13,860.00	\$ 9.00	\$ 6,930.00	\$ 9.53	\$ 7,338.10
006	2047011	Pavt, Rem, Special	36,650.0	Syd	\$ 13.00	\$ 476,450.00	\$ 5.60	\$ 205,240.00	\$ 7.50	\$ 274,875.00	\$ 8.96	\$ 328,384.00
007	2047011	Track, Rem, Special	400.0	Syd	\$ 15.00	\$ 6,000.00	\$ 18.00	\$ 7,200.00	\$ 18.75	\$ 7,500.00	\$ 13.76	\$ 5,504.00
008	2050010	Embankment, CIP	2,228.0	Cyd	\$ 12.00	\$ 26,736.00	\$ 52.50	\$ 116,970.00	\$ 7.50	\$ 16,710.00	\$ 30.94	\$ 68,934.32
009	2050016	Excavation, Earth	3,675.0	Cyd	\$ 15.00	\$ 55,125.00	\$ 32.00	\$ 117,600.00	\$ 10.00	\$ 36,750.00	\$ 25.20	\$ 92,610.00
010	2050031	Non Haz Contaminated Material Handling and Disposal, LM	100.0	Cyd	\$ 47.00	\$ 4,700.00	\$ 35.00	\$ 3,500.00	\$ 29.75	\$ 2,975.00	\$ 86.57	\$ 8,657.00
011	2057011	Geogrid	5,565.0	Syd	\$ 10.00	\$ 55,650.00	\$ 1.80	\$ 10,017.00	\$ 2.00	\$ 11,130.00	\$ 2.35	\$ 13,077.75
012	2057021	Subgrade Undercutting, Special, 21AA	3,710.0	Cyd	\$ 1.00	\$ 3,710.00	\$ 10.90	\$ 40,439.00	\$ 40.00	\$ 148,400.00	\$ 52.69	\$ 195,479.90
013	2087050	Erosion Control, Inlet Protection, Fabric Drop, Mod	57.0	Ea	\$ 500.00	\$ 28,500.00	\$ 124.00	\$ 7,068.00	\$ 100.00	\$ 5,700.00	\$ 76.52	\$ 4,361.64
014	3027011	Aggregate Base, 4 inch, Modified	2,645.0	Syd	\$ 13.00	\$ 34,385.00	\$ 7.10	\$ 18,779.50	\$ 5.95	\$ 15,737.75	\$ 5.95	\$ 15,737.75
015	3027011	Aggregate Base, 10 inch, Modified	1,809.0	Syd	\$ 15.00	\$ 27,135.00	\$ 11.75	\$ 21,255.75	\$ 11.50	\$ 20,803.50	\$ 11.42	\$ 20,658.78
016	3027011	Aggregate Base, Conditioning, Modified	36,014.0	Syd	\$ 10.00	\$ 360,140.00	\$ 0.50	\$ 18,007.00	\$ 2.75	\$ 99,038.50	\$ 2.95	\$ 106,241.30
017	3067031	Maintenance Gravel, Modified	250.0	Ton	\$ 25.00	\$ 6,250.00	\$ 20.50	\$ 5,125.00	\$ 28.50	\$ 7,125.00	\$ 31.37	\$ 7,842.50
018	3067050	Driveway Access, Temp	3.0	Ea	\$ 500.00	\$ 1,500.00	\$ 1,850.00	\$ 5,550.00	\$ 1,200.00	\$ 3,600.00	\$ 5,768.51	\$ 17,305.53
019	4030005	Dr Structure Cover, Adj, Case 1	64.0	Ea	\$ 950.00	\$ 60,800.00	\$ 400.00	\$ 25,600.00	\$ 375.00	\$ 24,000.00	\$ 282.10	\$ 18,054.40
020	4030025	Dr Structure Cover, Type D	2.0	Ea	\$ 520.00	\$ 1,040.00	\$ 700.00	\$ 1,400.00	\$ 520.00	\$ 1,040.00	\$ 673.61	\$ 1,347.22
021	4030050	Dr Structure Cover, Type K	46.0	Ea	\$ 449.00	\$ 20,654.00	\$ 625.00	\$ 28,750.00	\$ 585.00	\$ 26,910.00	\$ 642.99	\$ 29,577.54
022	4037050	Dr Structure Cover, Type St	16.0	Ea	\$ 800.00	\$ 12,800.00	\$ 500.00	\$ 8,000.00	\$ 445.00	\$ 7,120.00	\$ 612.38	\$ 9,798.08
023	4037050	Dr Structure Cover, Adj, Case 1, Special	1.0	Ea	\$ 350.00	\$ 350.00	\$ 450.00	\$ 450.00	\$ 950.00	\$ 950.00	\$ 274.61	\$ 274.61
024	4037050	Dr Structure Cover, Pontiac, Gate Well, Install	1.0	Ea	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 420.00	\$ 420.00	\$ 731.92	\$ 731.92
025	5010025	Hand Patching	10.0	Ton	\$ 100.00	\$ 1,000.00	\$ 225.00	\$ 2,250.00	\$ 200.00	\$ 2,000.00	\$ 183.71	\$ 1,837.10
026	6020106	Conc Pavt, Nonreinf, 9 inch	32,120.0	Syd	\$ 65.00	\$ 2,087,800.00	\$ 41.15	\$ 1,321,738.00	\$ 49.50	\$ 1,589,940.00	\$ 47.37	\$ 1,521,524.40
027	6020200	Joint, Contraction, Cp	20,648.0	Ft	\$ 10.00	\$ 206,480.00	\$ 11.55	\$ 238,484.40	\$ 10.00	\$ 206,480.00	\$ 8.98	\$ 185,419.04
028	6020207	Joint, Expansion, E2	979.0	Ft	\$ 25.00	\$ 24,475.00	\$ 22.50	\$ 22,027.50	\$ 20.00	\$ 19,580.00	\$ 22.83	\$ 22,350.57
029	6020215	Pavt Gapping	491.0	Ft	\$ 10.00	\$ 4,910.00	\$ 13.50	\$ 6,628.50	\$ 22.00	\$ 10,802.00	\$ 30.62	\$ 15,034.42
030	6030020	Joint, Contraction, Crg	633.0	Ft	\$ 13.00	\$ 8,229.00	\$ 14.20	\$ 9,088.60	\$ 9.50	\$ 6,013.50	\$ 11.02	\$ 6,975.66
031	6030021	Joint, Expansion, Erg	45.0	Ft	\$ 16.00	\$ 720.00	\$ 15.00	\$ 675.00	\$ 11.00	\$ 495.00	\$ 18.37	\$ 826.65
032	6030030	Lane Tie, Epoxy Anchored	5,046.0	Ea	\$ 10.00	\$ 50,460.00	\$ 7.00	\$ 35,322.00	\$ 4.50	\$ 22,707.00	\$ 7.50	\$ 37,845.00
033	6030048	Pavt Repr, Nonreinf Conc, 10 inch	1,200.0	Syd	\$ 90.00	\$ 108,000.00	\$ 41.80	\$ 50,160.00	\$ 57.50	\$ 69,000.00	\$ 59.47	\$ 71,364.00
034	6030080	Pavt Repr, Rem	1,200.0	Syd	\$ 35.00	\$ 42,000.00	\$ 15.00	\$ 18,000.00	\$ 10.00	\$ 12,000.00	\$ 12.28	\$ 14,736.00
035	6030090	Saw Cut, Intermediate	3,000.0	Ft	\$ 7.00	\$ 21,000.00	\$ 1.55	\$ 4,650.00	\$ 1.00	\$ 3,000.00	\$ 0.01	\$ 30.00
036	6030096	Sawing and Sealing Trans Pavt Joints	2,000.0	Ft	\$ 5.00	\$ 10,000.00	\$ 1.50	\$ 3,000.00	\$ 0.94	\$ 1,880.00	\$ 1.84	\$ 3,680.00
037	8010008	Driveway, Nonreinf Conc, 9 inch	758.0	Syd	\$ 60.00	\$ 45,480.00	\$ 63.20	\$ 47,905.60	\$ 52.00	\$ 39,416.00	\$ 63.19	\$ 47,898.02
038	8020017	Curb and Gutter, Conc, Det B3	255.0	Ft	\$ 35.00	\$ 8,925.00	\$ 31.75	\$ 8,096.25	\$ 22.00	\$ 5,610.00	\$ 26.94	\$ 6,869.70
039	8020037	Curb and Gutter, Conc, Det F3	16,378.0	Ft	\$ 25.00	\$ 409,450.00	\$ 0.01	\$ 163.78	\$ 0.01	\$ 163.78	\$ 22.66	\$ 371,125.48
040	8020050	Driveway Opening, Conc, Det M	1,150.0	Ft	\$ 15.00	\$ 17,250.00	\$ 2.50	\$ 2,875.00	\$ 22.00	\$ 25,300.00	\$ 23.27	\$ 26,760.50
041	8027050	Curb and Gutter, Boxout Detail	2.0	Ea	\$ 500.00	\$ 1,000.00	\$ 1,400.00	\$ 2,800.00	\$ 650.00	\$ 1,300.00	\$ 612.38	\$ 1,224.76
042	8030010	Detectable Warning Surface	252.0	Ft	\$ 35.00	\$ 8,820.00	\$ 30.00	\$ 7,560.00	\$ 40.00	\$ 10,080.00	\$ 34.29	\$ 8,641.08
043	8030030	Curb Ramp Opening, Conc	380.0	Ft	\$ 20.00	\$ 7,600.00	\$ 29.00	\$ 11,020.00	\$ 22.00	\$ 8,360.00	\$ 30.62	\$ 11,635.60
044	8037001	Sidewalk Ramp, Conc, 9 inch	3,290.0	Sft	\$ 15.00	\$ 49,350.00	\$ 9.50	\$ 31,255.00	\$ 8.00	\$ 26,320.00	\$ 8.23	\$ 27,076.70
045	8030044	Sidewalk, Conc, 4 inch	4,274.0	Sft	\$ 4.00	\$ 17,096.00	\$ 7.70	\$ 32,909.80	\$ 5.25	\$ 22,438.50	\$ 4.69	\$ 20,045.06
046	8037001	Sidewalk, Conc, 9 inch	4,145.0	Sft	\$ 11.00	\$ 45,595.00	\$ 9.00	\$ 37,305.00	\$ 6.25	\$ 25,906.25	\$ 8.74	\$ 36,227.30
047	8067050	Park Bench, Relocation	1.0	Ea	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 750.00	\$ 750.00	\$ 6,123.75	\$ 6,123.75
048	8100371	Post, Steel, 3 lb	2,696.0	Ft	\$ 5.50	\$ 14,828.00	\$ 8.00	\$ 21,568.00	\$ 8.00	\$ 21,568.00	\$ 9.19	\$ 24,776.24
049	8100399	Sign, Type IIB	18.0	Sft	\$ 20.00	\$ 360.00	\$ 17.75	\$ 319.50	\$ 17.75	\$ 319.50	\$ 21.44	\$ 385.92
050	8100403	Sign, Type III, Rem	44.0	Ea	\$ 10.00	\$ 440.00	\$ 20.00	\$ 880.00	\$ 20.00	\$ 880.00	\$ 12.25	\$ 539.00
051	8100404	Sign, Type IIIA	371.0	Sft	\$ 16.00	\$ 5,936.00	\$ 17.25	\$ 6,399.75	\$ 17.25	\$ 6,399.75	\$ 21.44	\$ 7,954.24

CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
CENTERPOINT PARKWAY RECONSTRUCTION PROJECT
BID TABULATION - PRIMARY BID
CITY CLERK'S OFFICE, THURSDAY, 1:00 PM, LOCAL TIME, MAY 28, 2020

Item Number	MDOT Item Code	WORK ITEM DESCRIPTION	TOTAL QUANTITIES	PAY UNIT	FOURTH		FIFTH		SIXTH	
					PAMAR ENTERPRISES		IAFRATE CONSTRUCTION		MAJOR CEMENT	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
001	1500001	Mobilization, Max. \$230,500	1.0	LS	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00	\$ 230,500.00
002	2020008	Stump, Rem, 6 inch to 18 inch	29.0	Ea	\$ 75.00	\$ 2,175.00	\$ 225.00	\$ 6,525.00	\$ 125.00	\$ 3,625.00
003	2040035	Guardrail, Rem	170.0	Ft	\$ 10.00	\$ 1,700.00	\$ 5.00	\$ 850.00	\$ 20.00	\$ 3,400.00
004	2040045	Masonry and Conc Structure, Rem	6.0	Cyd	\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 300.00	\$ 1,800.00
005	2040055	Sidewalk, Rem	770.0	Syd	\$ 5.00	\$ 3,850.00	\$ 6.50	\$ 5,005.00	\$ 12.00	\$ 9,240.00
006	2047011	Pavt, Rem, Special	36,650.0	Syd	\$ 6.00	\$ 219,900.00	\$ 6.75	\$ 247,387.50	\$ 12.00	\$ 439,800.00
007	2047011	Track, Rem, Special	400.0	Syd	\$ 30.00	\$ 12,000.00	\$ 18.20	\$ 7,280.00	\$ 46.00	\$ 18,400.00
008	2050010	Embankment, CIP	2,228.0	Cyd	\$ 3.50	\$ 7,798.00	\$ 4.80	\$ 10,694.40	\$ 14.00	\$ 31,192.00
009	2050016	Excavation, Earth	3,675.0	Cyd	\$ 44.00	\$ 161,700.00	\$ 18.70	\$ 68,722.50	\$ 21.00	\$ 77,175.00
010	2050031	Non Haz Contaminated Material Handling and Disposal, LM	100.0	Cyd	\$ 40.00	\$ 4,000.00	\$ 27.00	\$ 2,700.00	\$ 64.00	\$ 6,400.00
011	2057011	Geogrid	5,565.0	Syd	\$ 2.00	\$ 11,130.00	\$ 3.10	\$ 17,251.50	\$ 3.00	\$ 16,695.00
012	2057021	Subgrade Undercutting, Special, 21AA	3,710.0	Cyd	\$ 40.00	\$ 148,400.00	\$ 49.40	\$ 183,274.00	\$ 40.00	\$ 148,400.00
013	2087050	Erosion Control, Inlet Protection, Fabric Drop, Mod	57.0	Ea	\$ 80.00	\$ 4,560.00	\$ 89.20	\$ 5,084.40	\$ 140.00	\$ 7,980.00
014	3027011	Aggregate Base, 4 inch, Modified	2,645.0	Syd	\$ 7.00	\$ 18,515.00	\$ 8.30	\$ 21,953.50	\$ 12.00	\$ 31,740.00
015	3027011	Aggregate Base, 10 inch, Modified	1,809.0	Syd	\$ 11.00	\$ 19,899.00	\$ 12.00	\$ 21,708.00	\$ 14.00	\$ 25,326.00
016	3027011	Aggregate Base, Conditioning, Modified	36,014.0	Syd	\$ 7.00	\$ 252,098.00	\$ 4.05	\$ 145,856.70	\$ 1.00	\$ 36,014.00
017	3067031	Maintenance Gravel, Modified	250.0	Ton	\$ 16.00	\$ 4,000.00	\$ 27.80	\$ 6,950.00	\$ 41.00	\$ 10,250.00
018	3067050	Driveway Access, Temp	3.0	Ea	\$ 800.00	\$ 2,400.00	\$ 670.00	\$ 2,010.00	\$ 1,400.00	\$ 4,200.00
019	4030005	Dr Structure Cover, Adj, Case 1	64.0	Ea	\$ 660.00	\$ 42,240.00	\$ 476.00	\$ 30,464.00	\$ 400.00	\$ 25,600.00
020	4030025	Dr Structure Cover, Type D	2.0	Ea	\$ 500.00	\$ 1,000.00	\$ 577.00	\$ 1,154.00	\$ 600.00	\$ 1,200.00
021	4030050	Dr Structure Cover, Type K	46.0	Ea	\$ 560.00	\$ 25,760.00	\$ 645.00	\$ 29,670.00	\$ 600.00	\$ 27,600.00
022	4037050	Dr Structure Cover, Type St	16.0	Ea	\$ 450.00	\$ 7,200.00	\$ 538.00	\$ 8,608.00	\$ 600.00	\$ 9,600.00
023	4037050	Dr Structure Cover, Adj, Case 1, Special	1.0	Ea	\$ 790.00	\$ 790.00	\$ 809.00	\$ 809.00	\$ 1,200.00	\$ 1,200.00
024	4037050	Dr Structure Cover, Pontiac, Gate Well, Install	1.0	Ea	\$ 750.00	\$ 750.00	\$ 809.00	\$ 809.00	\$ 700.00	\$ 700.00
025	5010025	Hand Patching	10.0	Ton	\$ 400.00	\$ 4,000.00	\$ 650.00	\$ 6,500.00	\$ 400.00	\$ 4,000.00
026	6020106	Conc Pavt, Nonreinf, 9 inch	32,120.0	Syd	\$ 60.25	\$ 1,935,230.00	\$ 46.60	\$ 1,496,792.00	\$ 63.00	\$ 2,023,560.00
027	6020200	Joint, Contraction, Cp	20,648.0	Ft	\$ 8.25	\$ 170,346.00	\$ 13.00	\$ 268,424.00	\$ 12.00	\$ 247,776.00
028	6020207	Joint, Expansion, E2	979.0	Ft	\$ 20.00	\$ 19,580.00	\$ 20.70	\$ 20,265.30	\$ 23.00	\$ 22,517.00
029	6020215	Pavt Gapping	491.0	Ft	\$ 30.00	\$ 14,730.00	\$ 18.50	\$ 9,083.50	\$ 40.00	\$ 19,640.00
030	6030020	Joint, Contraction, Crg	633.0	Ft	\$ 11.00	\$ 6,963.00	\$ 14.20	\$ 8,988.60	\$ 14.00	\$ 8,862.00
031	6030021	Joint, Expansion, Erg	45.0	Ft	\$ 18.00	\$ 810.00	\$ 11.50	\$ 517.50	\$ 21.00	\$ 945.00
032	6030030	Lane Tie, Epoxy Anchored	5,046.0	Ea	\$ 7.50	\$ 37,845.00	\$ 6.50	\$ 32,799.00	\$ 6.00	\$ 30,276.00
033	6030048	Pavt Repr, Nonreinf Conc, 10 inch	1,200.0	Syd	\$ 58.00	\$ 69,600.00	\$ 44.50	\$ 53,400.00	\$ 72.00	\$ 86,400.00
034	6030080	Pavt Repr, Rem	1,200.0	Syd	\$ 12.00	\$ 14,400.00	\$ 21.80	\$ 26,160.00	\$ 26.00	\$ 31,200.00
035	6030090	Saw Cut, Intermediate	3,000.0	Ft	\$ 1.00	\$ 3,000.00	\$ 1.50	\$ 4,500.00	\$ 2.25	\$ 6,750.00
036	6030096	Sawing and Sealing Trans Pavt Joints	2,000.0	Ft	\$ 1.84	\$ 3,680.00	\$ 1.50	\$ 3,000.00	\$ 0.93	\$ 1,860.00
037	8010008	Driveway, Nonreinf Conc, 9 inch	758.0	Syd	\$ 75.00	\$ 56,850.00	\$ 63.60	\$ 48,208.80	\$ 68.00	\$ 51,544.00
038	8020017	Curb and Gutter, Conc, Det B3	255.0	Ft	\$ 22.50	\$ 5,737.50	\$ 33.90	\$ 8,644.50	\$ 40.00	\$ 10,200.00
039	8020037	Curb and Gutter, Conc, Det F3	16,378.0	Ft	\$ 16.00	\$ 262,048.00	\$ 18.50	\$ 302,993.00	\$ 21.00	\$ 343,938.00
040	8020050	Driveway Opening, Conc, Det M	1,150.0	Ft	\$ 22.50	\$ 25,875.00	\$ 24.50	\$ 28,175.00	\$ 36.00	\$ 41,400.00
041	8027050	Curb and Gutter, Boxout Detail	2.0	Ea	\$ 550.00	\$ 1,100.00	\$ 483.00	\$ 966.00	\$ 1,000.00	\$ 2,000.00
042	8030010	Detectable Warning Surface	252.0	Ft	\$ 40.00	\$ 10,080.00	\$ 43.30	\$ 10,911.60	\$ 40.00	\$ 10,080.00
043	8030030	Curb Ramp Opening, Conc	380.0	Ft	\$ 22.50	\$ 8,550.00	\$ 24.70	\$ 9,386.00	\$ 42.00	\$ 15,960.00
044	8037001	Sidewalk Ramp, Conc, 9 inch	3,290.0	Sft	\$ 9.50	\$ 31,255.00	\$ 10.10	\$ 33,229.00	\$ 14.00	\$ 46,060.00
045	8030044	Sidewalk, Conc, 4 inch	4,274.0	Sft	\$ 5.50	\$ 23,507.00	\$ 4.10	\$ 17,523.40	\$ 6.00	\$ 25,644.00
046	8037001	Sidewalk, Conc, 9 inch	4,145.0	Sft	\$ 7.50	\$ 31,087.50	\$ 8.55	\$ 35,439.75	\$ 7.00	\$ 29,015.00
047	8067050	Park Bench, Relocation	1.0	Ea	\$ 450.00	\$ 450.00	\$ 728.00	\$ 728.00	\$ 1,000.00	\$ 1,000.00
048	8100371	Post, Steel, 3 lb	2,696.0	Ft	\$ 6.50	\$ 17,524.00	\$ 8.00	\$ 21,568.00	\$ 8.00	\$ 21,568.00
049	8100399	Sign, Type IIB	18.0	Sft	\$ 20.45	\$ 368.10	\$ 17.80	\$ 320.40	\$ 17.75	\$ 319.50
050	8100403	Sign, Type III, Rem	44.0	Ea	\$ 10.00	\$ 440.00	\$ 20.00	\$ 880.00	\$ 20.00	\$ 880.00
051	8100404	Sign, Type IIIA	371.0	Sft	\$ 18.30	\$ 6,789.30	\$ 17.30	\$ 6,418.30	\$ 17.25	\$ 6,399.75











































CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
CENTERPOINT PARKWAY RECONSTRUCTION PROJECT
BID TABULATION - PRIMARY BID
CITY CLERK'S OFFICE, THURSDAY, 1:00 PM, LOCAL TIME, MAY 28, 2020

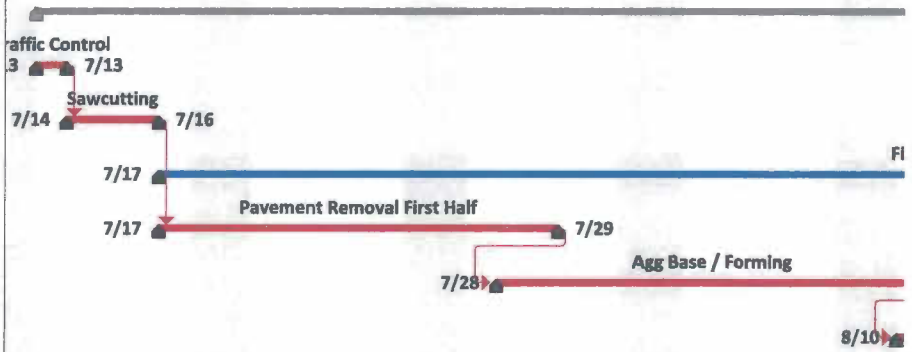
Item Number	MDOT Item Code	WORK ITEM DESCRIPTION	TOTAL QUANTITIES	PAY UNIT	ENGINEER'S ESTIMATE		FLORENCE CEMENT		SECOND GREAT LAKES CONSTRUCTION		THIRD MARK ANTHONY CONTRACTING	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
052	8100405	Sign, Type IIIB	407.0	Sft	\$ 16.00	\$ 6,512.00	\$ 16.75	\$ 6,817.25	\$ 16.75	\$ 6,817.25	\$ 21.44	\$ 8,726.08
053	8100425	Sign, Type VB	108.0	Sft	\$ 17.50	\$ 1,890.00	\$ 18.75	\$ 2,025.00	\$ 18.75	\$ 2,025.00	\$ 21.44	\$ 2,315.52
054	8100616	Reflective Panel for Permanent Sign Support, 6 foot	64.0	Ea	\$ 30.00	\$ 1,920.00	\$ 42.50	\$ 2,720.00	\$ 42.50	\$ 2,720.00	\$ 48.99	\$ 3,135.36
055	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	780.0	Ft	\$ 3.00	\$ 2,340.00	\$ 2.95	\$ 2,301.00	\$ 2.95	\$ 2,301.00	\$ 3.61	\$ 2,815.80
056	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	315.0	Ft	\$ 13.00	\$ 4,095.00	\$ 12.95	\$ 4,079.25	\$ 12.95	\$ 4,079.25	\$ 15.86	\$ 4,995.90
057	8110053	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Turning Guide Line, White	26.0	Ft	\$ 5.00	\$ 130.00	\$ 3.85	\$ 100.10	\$ 3.85	\$ 100.10	\$ 4.72	\$ 122.72
058	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	16.0	Ea	\$ 170.00	\$ 2,720.00	\$ 185.00	\$ 2,960.00	\$ 185.00	\$ 2,960.00	\$ 226.58	\$ 3,625.28
059	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	5.0	Ea	\$ 170.00	\$ 850.00	\$ 185.00	\$ 925.00	\$ 185.00	\$ 925.00	\$ 226.58	\$ 1,132.90
060	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	2.0	Ea	\$ 200.00	\$ 400.00	\$ 205.00	\$ 410.00	\$ 205.00	\$ 410.00	\$ 251.07	\$ 502.14
061	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	4.0	Ea	\$ 200.00	\$ 800.00	\$ 205.00	\$ 820.00	\$ 205.00	\$ 820.00	\$ 251.07	\$ 1,004.28
062	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2.0	Ea	\$ 62.88	\$ 125.76	\$ 175.00	\$ 350.00	\$ 175.00	\$ 350.00	\$ 214.33	\$ 428.66
063	8110091	Pavt Mrkg, Polyurea, 4 inch, White	5,828.0	Ft	\$ 1.00	\$ 5,828.00	\$ 0.95	\$ 5,536.60	\$ 0.95	\$ 5,536.60	\$ 1.16	\$ 6,760.48
064	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	2,138.0	Ft	\$ 2.00	\$ 4,276.00	\$ 0.95	\$ 2,031.10	\$ 0.95	\$ 2,031.10	\$ 1.16	\$ 2,480.08
065	8110307	Rem Curing Compound, for Longit Mrkg, 4 inch	7,966.0	Ft	\$ 0.20	\$ 1,593.20	\$ 0.95	\$ 7,567.70	\$ 0.95	\$ 7,567.70	\$ 1.16	\$ 9,240.56
066	8110321	Rem Curing Compound, for Spec Mrkg	1,542.0	Sft	\$ 1.00	\$ 1,542.00	\$ 2.95	\$ 4,548.90	\$ 2.95	\$ 4,548.90	\$ 3.61	\$ 5,566.62
067	8110343	Rem Spec Mrkg	357.0	Sft	\$ 6.00	\$ 2,142.00	\$ 2.95	\$ 1,053.15	\$ 2.95	\$ 1,053.15	\$ 3.61	\$ 1,288.77
068	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted Furn	110.0	Ea	\$ 75.00	\$ 8,250.00	\$ 150.00	\$ 16,500.00	\$ 150.00	\$ 16,500.00	\$ 183.71	\$ 20,208.10
069	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted Oper	110.0	Ea	\$ 0.01	\$ 1.10	\$ 0.01	\$ 1.10	\$ 0.01	\$ 1.10	\$ 0.01	\$ 1.10
070	8120035	Channelizing Device, 42 in, Flourescent, Furn	556.0	Ea	\$ 25.00	\$ 13,900.00	\$ 35.00	\$ 19,460.00	\$ 35.00	\$ 19,460.00	\$ 36.74	\$ 20,427.44
071	8120036	Channelizing Device, 42 in, Flourescent, Oper	556.0	Ea	\$ 1.00	\$ 556.00	\$ 0.01	\$ 5.56	\$ 0.01	\$ 5.56	\$ 0.01	\$ 5.56
072	8120170	Minor Traf Devices	1.0	LS	\$ 214,424.97	\$ 175.00	\$ 84,000.00	\$ 84,000.00	\$ 15,000.00	\$ 15,000.00	\$ 65,365.40	\$ 65,365.40
073	8120252	Plastic Drum, Flourescent, Furn	175.0	Ea	\$ 25.00	\$ 4,375.00	\$ 38.00	\$ 6,650.00	\$ 38.00	\$ 6,650.00	\$ 36.74	\$ 6,429.50
074	8120253	Plastic Drum, Flourescent, Oper	175.0	Ea	\$ 0.01	\$ 1.75	\$ 0.01	\$ 1.75	\$ 0.01	\$ 1.75	\$ 0.01	\$ 1.75
075	8120257	Pavt Mrkg, Wet Reflective, Type R, Tape, Lt Turn Arrow	3.0	Ea	\$ 175.00	\$ 525.00	\$ 165.00	\$ 495.00	\$ 165.00	\$ 495.00	\$ 202.08	\$ 606.24
076	8120258	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	3.0	Ea	\$ 175.00	\$ 525.00	\$ 165.00	\$ 495.00	\$ 165.00	\$ 495.00	\$ 202.08	\$ 606.24
077	8127001	Pavt Mrkg, Wet Retreflective, Type R, Tape, 12 inch, Stop Bar	48.0	Ft	\$ 15.00	\$ 720.00	\$ 5.95	\$ 285.60	\$ 5.95	\$ 285.60	\$ 7.28	\$ 349.44
078	8120310	Sign Cover	4.0	Ea	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 50.00	\$ 200.00	\$ 61.24	\$ 244.96
079	8120330	Sign, Portable, Changeable Message, Furn	4.0	Ea	\$ 2,500.00	\$ 10,000.00	\$ 6,500.00	\$ 26,000.00	\$ 6,500.00	\$ 26,000.00	\$ 8,573.25	\$ 34,293.00
080	8120331	Sign, Portable, Changeable Message, Oper	4.0	Ea	\$ 0.01	\$ 0.04	\$ 0.01	\$ 0.04	\$ 0.01	\$ 0.04	\$ 0.01	\$ 0.04
081	8120350	Sign, Type B, Temp, Prismatic, Furn	473.0	Sft	\$ 4.00	\$ 1,892.00	\$ 8.00	\$ 3,784.00	\$ 8.00	\$ 3,784.00	\$ 9.80	\$ 4,635.40
082	8120351	Sign, Type B, Temp, Prismatic, Oper	473.0	Sft	\$ 4.00	\$ 1,892.00	\$ 0.01	\$ 4.73	\$ 0.01	\$ 4.73	\$ 0.01	\$ 4.73
083	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	98.0	Sft	\$ 8.00	\$ 784.00	\$ 12.00	\$ 1,176.00	\$ 12.00	\$ 1,176.00	\$ 18.37	\$ 1,800.26
084	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	98.0	Sft	\$ 8.00	\$ 784.00	\$ 0.01	\$ 0.98	\$ 0.01	\$ 0.98	\$ 0.01	\$ 0.98
085	8127001	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	500.0	Ft	\$ 3.00	\$ 1,500.00	\$ 1.85	\$ 925.00	\$ 1.85	\$ 925.00	\$ 2.27	\$ 1,135.00
086	8127001	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	8,500.0	Ft	\$ 3.00	\$ 25,500.00	\$ 1.85	\$ 15,725.00	\$ 1.85	\$ 15,725.00	\$ 2.27	\$ 19,295.00
087	8160055	Sodding	18,414.0	Syd	\$ 8.00	\$ 147,312.00	\$ 3.10	\$ 57,083.40	\$ 4.20	\$ 77,338.80	\$ 5.14	\$ 94,647.96
088	8160061	Topsoil Surface, Furn, 3 inch	18,414.0	Syd	\$ 5.00	\$ 92,070.00	\$ 4.75	\$ 87,466.50	\$ 3.75	\$ 69,052.50	\$ 4.59	\$ 84,520.26
089	8160090	Water, Sodding/Seeding	994.0	Unit	\$ 24.00	\$ 23,856.00	\$ 45.00	\$ 44,730.00	\$ 65.00	\$ 64,610.00	\$ 79.61	\$ 79,132.34
090	8190244	Hh, Adj	34.0	Ea	\$ 550.00	\$ 18,700.00	\$ 480.00	\$ 16,320.00	\$ 200.00	\$ 6,800.00	\$ 585.13	\$ 19,894.42
091	8190246	Hh, Heavy Duty Cover	15.0	Ea	\$ 1,000.00	\$ 15,000.00	\$ 940.00	\$ 14,100.00	\$ 1,500.00	\$ 22,500.00	\$ 1,149.33	\$ 17,239.95
092	8197001	Street Lighting Circuit, Wiring and Splicing	6,933.0	Ft	\$ 25.00	\$ 173,325.00	\$ 2.55	\$ 17,679.15	\$ 14.50	\$ 100,528.50	\$ 3.11	\$ 21,561.63
093	8207050	RCOC Traf Loop	6.0	Ea	\$ 6.00	\$ 36.00	\$ 1,300.00	\$ 7,800.00	\$ 2,200.00	\$ 13,200.00	\$ 1,548.30	\$ 9,289.80
094	8230431	Gate Box, Adj, Case 1	1.0	Ea	\$ 380.00	\$ 380.00	\$ 300.00	\$ 300.00	\$ 375.00	\$ 375.00	\$ 1,837.13	\$ 1,837.13
095	8237001	2" Schedule 40 Conduit	1,000.0	Ft	\$ 18.00	\$ 18,000.00	\$ 6.30	\$ 6,300.00	\$ 2.50	\$ 2,500.00	\$ 1.55	\$ 1,550.00
096	8237001	Irrigation Piping	20,000.0	Ft	\$ 5.00	\$ 100,000.00	\$ 2.50	\$ 50,000.00	\$ 4.50	\$ 90,000.00	\$ 5.52	\$ 110,400.00
097	8237050	Adjust Sprinkler Head	100.0	Ea	\$ 100.00	\$ 10,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 30.62	\$ 3,062.00
098	8237050	Relocate Sprinkler Head	100.0	Ea	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00	\$ 60.00	\$ 6,000.00	\$ 73.49	\$ 7,349.00
099	8237050	Sprinkler Head	500.0	Ea	\$ 35.00	\$ 17,500.00	\$ 50.00	\$ 25,000.00	\$ 60.00	\$ 30,000.00	\$ 73.49	\$ 36,745.00
TOTAL =						\$ 5,356,720.35		3,380,196.79		3,596,108.64		4,282,741.65

Note: * Denotes costs adjusted by the Engineer

**CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
CENTERPOINT PARKWAY RECONSTRUCTION PROJECT
BID TABULATION - PRIMARY BID
CITY CLERK'S OFFICE, THURSDAY, 1:00 PM, LOCAL TIME, MAY 28, 2020**

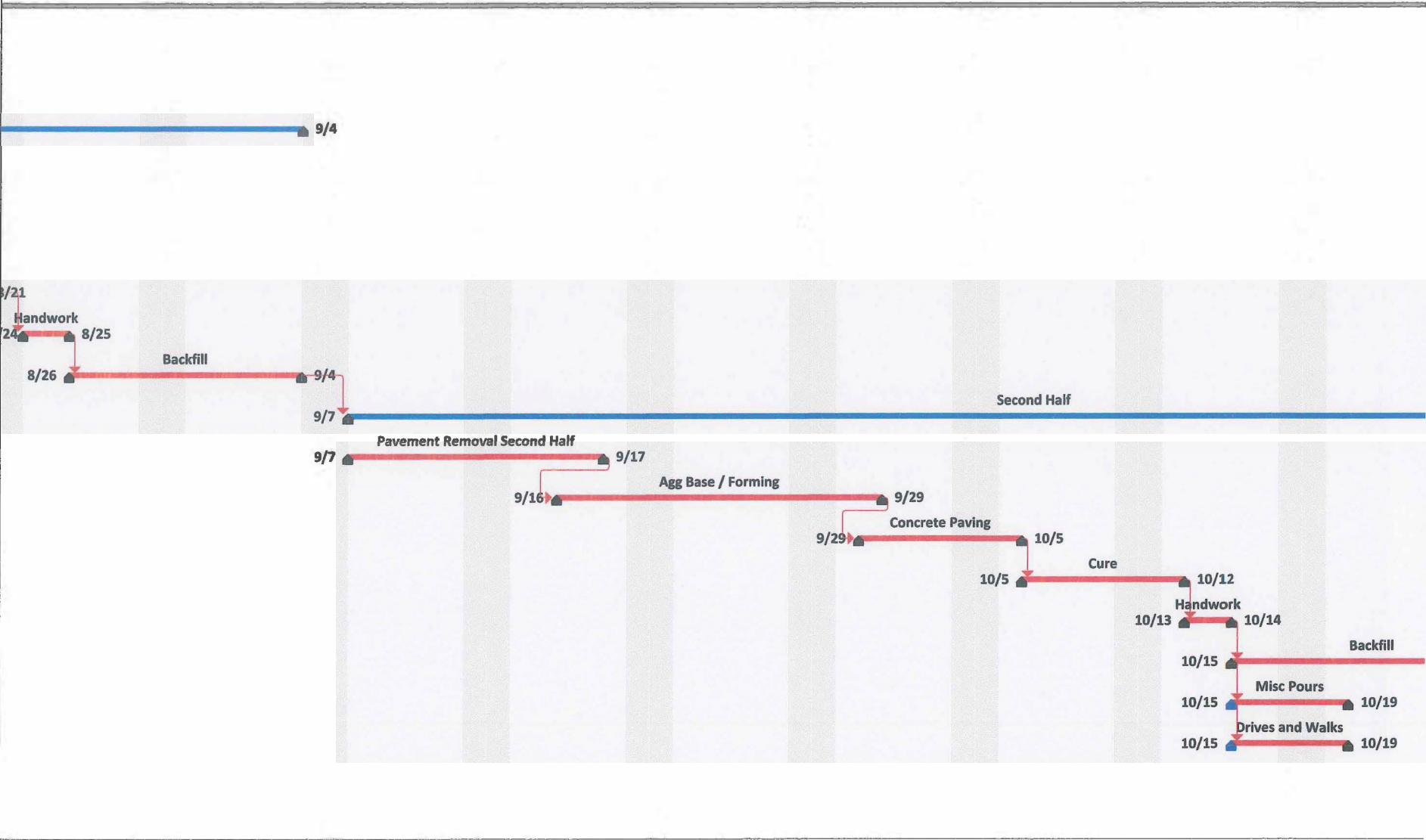
FOURTH												FIFTH				SIXTH			
PAMAR ENTERPRISES												IAFRATE CONSTRUCTION				MAJOR CEMENT			
Item Number	MDOT Item Code	WORK ITEM DESCRIPTION	TOTAL QUANTITIES	PAY UNIT	UNIT PRICE	TOTAL COST		UNIT PRICE	TOTAL COST		UNIT PRICE	TOTAL COST		UNIT PRICE	TOTAL COST				
052	8100405	Sign, Type IIIB	407.0	Sft	\$ 18.30	\$ 7,448.10		\$ 16.80	\$ 6,837.60		\$ 16.75	\$ 6,817.25							
053	8100425	Sign, Type VB	108.0	Sft	\$ 19.45	\$ 2,100.60		\$ 18.80	\$ 2,030.40		\$ 18.75	\$ 2,025.00							
054	8100616	Reflective Panel for Permanent Sign Support, 6 foot	64.0	Ea	\$ 25.00	\$ 1,600.00		\$ 42.50	\$ 2,720.00		\$ 42.50	\$ 2,720.00							
055	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	780.0	Ft	\$ 2.95	\$ 2,301.00		\$ 2.95	\$ 2,301.00		\$ 2.95	\$ 2,301.00							
056	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	315.0	Ft	\$ 12.95	\$ 4,079.25		\$ 13.00	\$ 4,095.00		\$ 12.95	\$ 4,079.25							
057	8110053	Pavt Mrkg, Ovly Cold Plastic, 4 inch, Turning Guide Line, White	26.0	Ft	\$ 3.85	\$ 100.10		\$ 3.85	\$ 100.10		\$ 3.85	\$ 100.10							
058	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	16.0	Ea	\$ 185.00	\$ 2,960.00		\$ 185.00	\$ 2,960.00		\$ 185.00	\$ 2,960.00							
059	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	5.0	Ea	\$ 185.00	\$ 925.00		\$ 185.00	\$ 925.00		\$ 185.00	\$ 925.00							
060	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	2.0	Ea	\$ 205.00	\$ 410.00		\$ 205.00	\$ 410.00		\$ 205.00	\$ 410.00							
061	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	4.0	Ea	\$ 205.00	\$ 820.00		\$ 205.00	\$ 820.00		\$ 205.00	\$ 820.00							
062	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	2.0	Ea	\$ 175.00	\$ 350.00		\$ 175.00	\$ 350.00		\$ 175.00	\$ 350.00							
063	8110091	Pavt Mrkg, Polyurea, 4 inch, White	5,828.0	Ft	\$ 0.95	\$ 5,536.60		\$ 0.95	\$ 5,536.60		\$ 0.95	\$ 5,536.60							
064	8110092	Pavt Mrkg, Polyurea, 4 inch, Yellow	2,138.0	Ft	\$ 0.95	\$ 2,031.10		\$ 0.95	\$ 2,031.10		\$ 0.95	\$ 2,031.10							
065	8110307	Rem Curing Compound, for Longit Mrkg, 4 inch	7,966.0	Ft	\$ 0.95	\$ 7,567.70		\$ 0.95	\$ 7,567.70		\$ 0.95	\$ 7,567.70							
066	8110321	Rem Curing Compound, for Spec Mrkg	1,542.0	Sft	\$ 2.95	\$ 4,548.90		\$ 2.95	\$ 4,548.90		\$ 2.95	\$ 4,548.90							
067	8110343	Rem Spec Mrkg	357.0	Sft	\$ 2.95	\$ 1,053.15		\$ 2.95	\$ 1,053.15		\$ 2.95	\$ 1,053.15							
068	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted Furn	110.0	Ea	\$ 150.00	\$ 16,500.00		\$ 150.00	\$ 16,500.00		\$ 150.00	\$ 16,500.00							
069	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted Oper	110.0	Ea	\$ 0.01	\$ 1.10		\$ 0.01	\$ 1.10		\$ 0.01	\$ 1.10							
070	8120035	Channelizing Device, 42 in, Flourescent, Furn	556.0	Ea	\$ 35.00	\$ 19,460.00		\$ 35.00	\$ 19,460.00		\$ 35.00	\$ 19,460.00							
071	8120036	Channelizing Device, 42 in, Flourescent, Oper	556.0	Ea	\$ 0.01	\$ 5.56		\$ 0.01	\$ 5.56		\$ 0.01	\$ 5.56							
072	8120170	Minor Traf Devices	1.0	LS	\$ 125,000.00	\$ 125,000.00		\$ 263,000.00	\$ 263,000.00		\$ 223,000.00	\$ 223,000.00							
073	8120252	Plastic Drum, Flourescent, Furn	175.0	Ea	\$ 38.00	\$ 6,650.00		\$ 38.00	\$ 6,650.00		\$ 38.00	\$ 6,650.00							
074	8120253	Plastic Drum, Flourescent, Oper	175.0	Ea	\$ 0.01	\$ 1.75		\$ 0.01	\$ 1.75		\$ 0.01	\$ 1.75							
075	8120257	Pavt Mrkg, Wet Reflective, Type R, Tape, Lt Turn Arrow	3.0	Ea	\$ 165.00	\$ 495.00		\$ 165.00	\$ 495.00		\$ 165.00	\$ 495.00							
076	8120258	Pavt Mrkg, Wet Reflective, Type R, Tape, Rt Turn Arrow	3.0	Ea	\$ 165.00	\$ 495.00		\$ 165.00	\$ 495.00		\$ 165.00	\$ 495.00							
077	8127001	Pavt Mrkg, Wet Retroreflective, Type R, Tape, 12 inch, Stop Bar	48.0	Ft	\$ 5.95	\$ 285.60		\$ 5.95	\$ 285.60		\$ 5.95	\$ 285.60							
078	8120310	Sign Cover	4.0	Ea	\$ 50.00	\$ 200.00		\$ 50.00	\$ 200.00		\$ 50.00	\$ 200.00							
079	8120330	Sign, Portable, Changeable Message, Furn	4.0	Ea	\$ 6,500.00	\$ 26,000.00		\$ 6,500.00	\$ 26,000.00		\$ 6,500.00	\$ 26,000.00							
080	8120331	Sign, Portable, Changeable Message, Oper	4.0	Ea	\$ 0.01	\$ 0.04		\$ 0.01	\$ 0.04		\$ 0.01	\$ 0.04							
081	8120350	Sign, Type B, Temp, Prismatic, Furn	473.0	Sft	\$ 8.00	\$ 3,784.00		\$ 8.00	\$ 3,784.00		\$ 8.00	\$ 3,784.00							
082	8120351	Sign, Type B, Temp, Prismatic, Oper	473.0	Sft	\$ 0.01	\$ 4.73		\$ 0.01	\$ 4.73		\$ 0.01	\$ 4.73							
083	8120352	Sign, Type B, Temp, Prismatic, Special, Furn	98.0	Sft	\$ 12.00	\$ 1,176.00		\$ 12.00	\$ 1,176.00		\$ 12.00	\$ 1,176.00							
084	8120353	Sign, Type B, Temp, Prismatic, Special, Oper	98.0	Sft	\$ 0.01	\$ 0.98		\$ 0.01	\$ 0.98		\$ 0.01	\$ 0.98							
085	8127001	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	500.0	Ft	\$ 1.85	\$ 925.00		\$ 1.85	\$ 925.00		\$ 1.85	\$ 925.00							
086	8127001	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	8,500.0	Ft	\$ 1.85	\$ 15,725.00		\$ 1.85	\$ 15,725.00		\$ 1.85	\$ 15,725.00							
087	8160055	Sodding	18,414.0	Syd	\$ 1.00	\$ 18,414.00		\$ 5.00	\$ 92,070.00		\$ 6.00	\$ 110,484.00							
088	8160061	Topsoil Surface, Furn, 3 inch	18,414.0	Syd	\$ 1.00	\$ 18,414.00		\$ 3.10	\$ 57,083.40		\$ 4.00	\$ 73,656.00							
089	8160090	Water, Sodding/Seeding	994.0	Unit	\$ 1.00	\$ 994.00		\$ 40.00	\$ 39,760.00		\$ 50.00	\$ 49,700.00							
090	8190244	Hh, Adj	34.0	Ea	\$ 477.76	\$ 16,243.84		\$ 200.00	\$ 6,800.00		\$ 477.76	\$ 16,243.84							
091	8190246	Hh, Heavy Duty Cover	15.0	Ea	\$ 938.42	\$ 14,076.30		\$ 1,500.00	\$ 22,500.00		\$ 938.42	\$ 14,076.30							
092	8197001	Street Lighting Circuit, Wiring and Splicing	6,933.0	Ft	\$ 2.54	\$ 17,609.82		\$ 14.50	\$ 100,528.50		\$ 2.54	\$ 17,609.82							
093	8207050	RCOC Traf Loop	6.0	Ea	\$ 1,264.17	\$ 7,585.02		\$ 2,200.00	\$ 13,200.00		\$ 1,254.17	\$ 7,525.02							
094	8230431	Gate Box, Adj, Case 1	1.0	Ea	\$ 300.00	\$ 300.00		\$ 268.00	\$ 268.00		\$ 129.21	\$ 129.21							
095	8237001	2" Schedule 40 Conduit	1,000.0	Ft	\$ 14.00	\$ 14,000.00		\$ 12.00	\$ 12,000.00		\$ 1.27	\$ 1,270.00							
096	8237001	Irrigation Piping	20,000.0	Ft	\$ 0.01	\$ 200.00		\$ 4.00	\$ 80,000.00		\$ 4.00	\$ 80,000.00							
097	8237050	Adjust Sprinkler Head	100.0	Ea	\$ 1.00	\$ 100.00		\$ 20.00	\$ 2,000.00		\$ 20.00	\$ 2,000.00							
098	8237050	Relocate Sprinkler Head	100.0	Ea	\$ 2.00	\$ 200.00		\$ 55.00	\$ 5,500.00		\$ 55.00	\$ 5,500.00							
099	8237050	Sprinkler Head	500.0	Ea	\$ 3.00	\$ 1,500.00		\$ 55.00	\$ 27,500.00		\$ 55.00	\$ 27,500.00							
						4,314,988.64				4,369,894.36	*				5,022,480.25				

ID	Task Mode	Task Name	Duration	Task Calendar	Start	Jul 12, '20							Jul 19, '20							Jul 26, '20							Aug 2, '20							Aug		
						S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
0		Centerpoint Primary	83 days	None	Mon 7/13/20																															
1		Traffic Control	1 day	Standard	Mon 7/13/20																															
2		Sawcutting	3 days	None	Tue 7/14/20																															
3		First Half	36 days	None	Fri 7/17/20																															
4		Pavement Removal First Half	9 days	None	Fri 7/17/20																															
5		Agg Base / Forming	10 days	None	Tue 7/28/20																															
6		Concrete Paving	5 days	None	Mon 8/10/20																															
7		Cure	7 edays	None	Fri 8/14/20																															
8		Handwork	2 days	None	Mon 8/24/20																															
9		Backfill	8 days	None	Wed 8/26/20																															
10		Second Half	43 days	None	Mon 9/7/20																															
11		Pavement Removal Second Half	9 days	None	Mon 9/7/20																															
12		Agg Base / Forming	10 days	None	Wed 9/16/20																															
13		Concrete Paving	5 days	None	Tue 9/29/20																															
14		Cure	7 edays	None	Mon 10/5/20																															
15		Handwork	2 days	None	Tue 10/13/20																															
16		Backfill	8 days	None	Thu 10/15/20																															
17		Misc Pours	3 days	None	Thu 10/15/20																															
18		Drives and Walks	3 days	None	Thu 10/15/20																															
19		Restoration	6 days	None	Tue 10/27/20																															
20		Pavt Markings	1 day	None	Wed 11/4/20																															



Project: Centerpoint Primary Date: Fri 6/5/20	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Manual Prc
	Summary		Inactive Task		Duration-only		Finish-only		

Aug 23, '20	Aug 30, '20	Sep 6, '20	Sep 13, '20	Sep 20, '20	Sep 27, '20	Oct 4, '20	Oct 11, '20	Oct 18, '20
S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S	S M T W T F S



Project: Centerpoint Primary Date: Fri 6/5/20	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline
	Split		External Tasks		Inactive Summary		Manual Summary		Progress
	Milestone		External Milestone		Manual Task		Start-only		Manual Prc
	Summary		Inactive Task		Duration-only		Finish-only		

#12

RESOLUTION



CITY OF PONTIAC

Executive Branch

TO: Honorable City Council President Kermit Williams and City Council members.

FROM: Anthony Chubb, City Attorney

CC: Mayor Deirdre Waterman; Jane Bais DiSessa, Deputy Mayor, and Irwin Williams, Interim City Finance Director.

DATE: June 22, 2020

RE: **Resolution to consider Quit Claim deed to Sell Carriage Circle to the Pontiac Housing Commission (PHC).**

Per my negotiations with the Pontiac Housing Commission (PHC), please be informed that they have agreed to waive the City's \$500,000.00 CDBG contribution to the Carriage Circle housing project, and in its place, consider the City's contribution as the building itself.

Also, the PHC reports that the Quit Claim Deed must be submitted to the State by July 1, 2020, as such, they respectfully request that the City Council consider this matter at your June 30, 2020 meeting. A copy of the Quit Claim, which includes an automatic reversion in ownership to the City if the PHC fails to obtain financing by June 30, 2021 is attached.

The following resolution is recommended for your consideration:

Whereas, the City of Pontiac owns the property located at 255 Carriage Circle Drive in the City of Pontiac that is commonly known as Carriage Circle Apartments "Carriage Circle; and

Whereas, the Pontiac Housing Commission has operated Carriage Circle as affordable housing for many years; and

Whereas, the Pontiac Housing Commission plans to use Low Income Housing Tax Credits to rehabilitate Carriage Circle; and

Whereas, consistent with Pontiac City Charter Section 3.113, the City held a public hearing to consider the sale of that property on June 23, 2020;

NOW THEREFORE, be it resolved that the City Council of the City of Pontiac authorizes the Mayor to execute a quit claim deed that sells Carriage Circle to the Pontiac Housing Commission for the sum of one dollar (\$1.00), subject to the condition that if the Pontiac Housing Commission does not receive Low Income Tax Housing Tax Credits referenced herein by June 30, 2021, ownership of Carriage Circle shall automatically revert to the City of Pontiac.

JBD

Attachment

QUIT CLAIM DEED

The Grantor, the **CITY OF PONTIAC**, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342, quit-claim(s) to the Grantee, **PONTIAC HOUSING COMMISSION**, a public housing agency, whose address is 132 Franklin Boulevard, Pontiac, Michigan 48341, the following described premises situated in the City of Pontiac, County of Oakland, and State of Michigan:

Part of Lot 3 of ASSESSOR'S PLAT No 141 according to the plat thereof recorded in Liber 54A of Plats, Pages 99 and 99A of Oakland County Records, described as follows: Commencing at the Northeast corner of said Lot 3; thence South 87 degrees 47 minutes 10 seconds West 628.43 feet along the North line of said Lot 3; thence South 2 degrees 12 minutes 26 seconds East 230.00 feet to the point of beginning; thence South 2 degrees 12 minutes 26 seconds East 420.00 feet; thence North 87 degrees 47 minutes 10 seconds East 622.90 feet; thence North 1 degree 43 minutes 10 seconds West 270.01 feet along East line of Lot 3; thence South 87 degrees 47 minutes 10 seconds West 185.20 feet; thence North 2 degrees 12 minutes 26 seconds West 150.00 feet; thence South 87 degrees 47 minutes 10 seconds West 440.00 feet to the point of beginning.

Commonly known as 255 Carriage Circle Drive / Tax Parcel Number: 14-34-127-002

For the sum of One and 00/100 Dollars (\$1.00). This transaction is exempt from County and State Transfer Taxes pursuant to MCL 207.505(a) & (h) and MCL 207.526(a) & (i)

This conveyance is expressly subject to the following automatic reverter: If as of June 30, 2021 the above-described property does not receive an allocation under the Low Income Housing Tax Credit Program administered by the Michigan State Housing Development Authority, title shall automatically revert to the Grantor by the recordation with the Oakland County Register of Deeds of a written notice by Grantor.

Dated this ____ day of _____, 2020

GRANTOR:

CITY OF PONTIAC, a Michigan municipal corporation

By: _____
Deirdre Waterman
Its: Mayor

STATE OF MICHIGAN,)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Deirdre Waterman, the Mayor of the City of Pontiac, a Michigan municipal corporation, on behalf of said city.

_____, Notary Public
_____, County
Acting in Oakland County
My commission expires: _____

Drafted By: City Attorney's Office George A. Contis, Esq. Giarmarco, Mullins & Horton, P.C. 101 W Big Beaver Road, Suite 1000 Troy, MI 480844	When Recorded Return and Send Tax Bills to: Grantee	
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#13

**COMMUNICATION
FROM THE
MAYOR**



CITY OF PONTIAC

Executive Branch

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

FROM: Honorable Mayor Deirdre Waterman; Jane Bais-DiSessa, Deputy Mayor; Anthony Chubb, City Attorney; Irwin Williams, Interim Finance Director; Dan Ringo, DPW Director; Matt Gibb, Special Consul/Economic Development; and Kiearha Anderson, HR Manager.

DATE: June 17, 2020

RE: **Rebuttal Contesting Council's Proposal to Eliminate and/or Reduce Certain Line Items in the FY 2020/21 Annual Budget.**

Dear Honorable City Council:

The Exec staff has prepared this document which will give factual reasons and justifications to support the rebuttal arguments contesting certain items that were eliminated and/or reduced in City Council's proposed changes for FY2020/21 Annual budget

It is respectfully requested that the items below be reconsidered and restored as originally proposed.

Economic/Community Development: Phoenix Center Settlement Agreement Terms:

- 1. The City Council has proposed to reduce budget line item 585-564-974.035 Phoenix Center Projects by \$9,585,039, such that the budgeted amount would be limited to seven million dollars (\$7,000,000).**

The purpose of this budget line is for the payment of expenses related to the repair and restoration of the Phoenix Center as set forth in the Settlement Agreement binding the City. The City has an obligation to complete these repairs, maintenance and improvements, the cost of which is minimally estimated at \$16,585,039. The obligations of the City, as set forth in Exhibit 2 of the Settlement Agreement, are required, and cannot be partially completed. Reducing the City's budget for this obligation will leave the City with an known and expected shortfall. Failing to budget for all required work under the Settlement Agreement, may further expose the City to the probability of default and create financial instability and unnecessary budgetary risk.

What is the Actual Cost of the Settlement Agreement?

There is a theory from some on City Council that the only obligation of the City is a six million dollar (\$6,000,000) commitment to restore and maintain the parking garage to established code. This theory is grossly incorrect. The City has paid for expert analysis regarding the scope of work and cost the City is obligated to under the settlement, and that analysis clearly shows that the cost of meeting the terms of the Settlement Agreement will exceed sixteen million dollars (\$16,000,000). Exhibit 2 of The Settlement Agreement sets forth two separate and distinct obligations of the City:

1. Maintenance and Improvements.

The Agreement states: "The City pay up to Six Million (\$6,000,000) Dollars to do all Maintenance and Improvements (as such terms are defined in the Settlement Agreement) necessary to bring the Phoenix Center into conformance with the requirements of the International Property Maintenance Code (2015 edition), as referenced in the Michigan Building Code and the Michigan Rehabilitation Code (20 15 edition), within the ten (1 0) year period after the Effective Date of this Agreement". This is an ongoing and long-term

commitment to adequately restore AND MAINTAIN the property pursuant to the applicable building codes.

This obligation does not commit the City to structural repair, lighting, electrical or other physical restoration of the parking garage or amphitheater. That obligation is separate, distinct and very costly. This first obligation binds the city to a requirement that, once the Phoenix Center is brought back to proper condition under the building code, it will be kept that way. The City must acknowledge and budget as if the entire stated amount of \$6,000,000 will be needed and expended to meet this requirement. **THIS IS NOT THE ONLY REQUIREMENT.**

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

The language of Exhibit 2 must be read closely. At the end of paragraph one, following the Maintenance and improvement obligations, the Agreement clearly states, “[p] *provided, however, that: Within thirty (30) days of the Effective Date of this Agreement, the City shall repair vandalism damage previously reported by Plaintiffs; within twenty-four (24) months of the Effective Date of this Agreement, the City shall complete all necessary electrical, lighting, elevator and serious structural repairs to the Deck...*”.

This aspect of the Settlement Agreement is so extensive that the commitment is broken into stages, directing restoration work in specific areas of the Phoenix Center, and driving the largest cost components of the City’s financial obligation.

The City has contracted experts to define that performance obligations rise out of terms “necessary electrical, lighting, elevator and serious structural repairs”. Those experts have stated repeatedly that the following represents the actual required improvements to meet the terms and language of the Settlement Agreement.

- Electrical – All service leads, substation replacement, conduit, pads, equipment and related wiring, attachments, and fixtures such that the facility will operate, including elevators, lights, signs, payment centers, restrooms, and gates.
- Lighting - All fixtures, wiring, leads, power sourcing, and other fixtures necessary to restore lighting to the tunnel, entrances, maintenance rooms, and each floor of the garage.
- Elevator- The elevators are a complete loss and must be fully replaced, including power.
- Structural - Correction of broken rebar, ties, panels, flooring systems, protective mesh, concrete walls and base, sealants, protective finishing and access.

These four elements, taken DIRECTLY from the language of the Settlement Agreement, were broken into seven categories, and subdivided into critical and necessary work. The requested budget amount would represent a good faith effort by the City to meet the potential budget demands of the Phoenix Center. See table shown on next page.

The experts, contracted by the City on resolution of the Council, have set forth the following necessary budget items; Request is hereby made to Council that it budget for the full amount of Critical and Necessary work in the amount described by Finance \$16,585,039 .

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

2. Deputy Economic/Community Development Director and Customer Service Representative:

The City Council, in its budget workshop of June 17, 2020, recommended the removal of sums from the 20-21 budget intended and necessary to provide funding for the position of Deputy Director in Community and Economic Development. Council further recommended that the position of customer service specialist be moved from the community and economic development budget to the planning budget, effectively transferring that existing employee.

Request is hereby made for the Council to reconsider those actions and restore the requested funding.

The Community and Economic Development department is vital to the continued growth and recent success of the City of Pontiac in attracting, processing, and managing development, investment, job retention and growth, and multiple aspects of the sustainability of the community. If the recommendation of Council stands, the department will consist of one person, who is newly hired. The transfer of the customer service specialist position and defunding the deputy director position results in a critical shortfall of the important work in the department. It is impossible for a City the size and position of Pontiac to engage and compete for investment and the retention of its current economic base without building this department.

As an example of the demands placed on this department, these are the immediate challenges being faced just this week:

1. The CDBG blight program and the CARES Act funding is in the process of being implemented.
2. The Small Business Reopening Kits and support for small business programs, including the fact that the county program has seemingly failed to make the grant payments, remains a daily function.

3. ERAE requires an immediate support system for the growth of 127 new jobs, and the retention of more than 50. This was offered support to attract them to Pontiac, and now must be done through the creation of a job fair or recruitment effort.
4. The SBA has announced a new grant program for COVID economic relief, and this goes on top of the programs the department monitors and assist businesses with: small business grants, employment resources, etc.
5. Engagement and resolution of bond issues, contracts and land title standards concerning remediation agreements.
6. Outstanding matters such as the FED-Ex commitments, the CRP program supporting the residential redevelopment of the United Way building, resort licenses in the downtown, Shore Mortgage's expansion, and others are daily and often time consuming matters.
7. There are nearly 40 active development prospects and projects ongoing in the City, including new investment in housing for downtown, medical uses outside the loop, redevelopment of school properties into low-mod housing development and senior facilities, new restaurants, expansions, and more.

Additional demands have recently been added to this department, including direction from Council for:

1. Bringing the CDBG program back in house.
2. Oversight and participation in a Blight Court.
3. Advancing out of residential blight removal and adding alternative options for blight remediation.

Due to the short staff situation the City is not able to participate in, nor benefit from, several key economic development groups and initiatives:

- The City does not have a voice at the Michigan Economic Developers Association, ICSC, Oakland Chamber, and several regional partners, all of which create a funnel for investment leads.
- The City does not have a consistent and streamlined process for the intake, assessment and management of incentive tools and resources including PILOT, TIF, Brownfield, Corridor improvement, OPRA, and other investment prospecting that require post agreement oversight. An example of this is the development agreements for projects like Villages at Bloomfield and Challenge Manufacturing, both of which have oversight that would provide insight to the City and revenue.
- There is no coordination of effort to connect Pontiac based companies to purchasing opportunities at the County or State level, including programs like the Pure Michigan Business Connect program.

The funding of this position, particularly in light of the fact that council has reduced the department even further by moving its clerk position to planning, is a necessary and important element to positioning Pontiac to re-open after the COVID pandemic. That places even greater pressure on the system. Council has asked that a plan is established and approved prior to moving forward with these positions. It is respectfully asked that such planning effort be done coincidentally with the volume of work being conducted. It is requested that the Council re-instate the requested funding for a Deputy Director for Community and Economic Development and reinstate the budget funding for the customer service specialist in the Community and Economic Development budget.

3. Retail Funding for Other Professional Services

The City Council, in its budget workshop of June 17, 2020, recommended the removal of sums from the 20-21 budget intended and necessary to provide funding for other professional services in the city's legal budget. This account is the principal source of funding for the work being completed by me on behalf of the City.

As council is aware, I am presently working to re-build the economic development efforts in the city, but most importantly, working to move forward medical marijuana, the phoenix

center, and several development investments. I have been called to assist in the drafting and resolution of matters involving several outstanding development agreement and PILOT matters. In short, the budget account is supporting nearly 30 hours of work per week, all necessary for the City to move forward. Request is hereby made for the Council to reconsider those actions and restore the requested funding.

4. Legal:

- **Phoenix Center Legal Services Justification:**

City Council has requested a justifications for the \$50,000 expense for Phoenix Center legal services. The City continues to incur legal expenses related to ongoing maintenance, as well as related alleged breaches of the settlement agreement by North Bay Drywall. Moving forward, this is expected to escalate dramatically because North Bay Drywall has alleged that the City is already in breach of its November 1, 2020 obligations under the settlement agreement. This expense is necessary to ensure proper defense of the City.

- **General Legal Services Rebuttal:**

The City Council reduced the Mayor's recommended general legal services expense from \$147,000 to \$50,000. This account covers work that the City Attorney is obligated to complete pursuant to the Charter, including work regarding labor and employment, general matters, liability, workers' compensation, and development.

\$50,000 is simply insufficient to complete these tasks, and, importantly, insufficiently appropriates monies for the department to perform functions established by the Charter.

- **COVID Legal Services Rebuttal:**

The City Council eliminated the \$50,000 expense related to COVID legal services. This expense is broken out in the hopes that the City may be able to be reimbursed by the State or Federal governments for expenses related to COVID. Elimination of this line item forecloses on that reimbursement opportunity.

5. Public Works:

- **Reducing DPW Winter Snow Supplies will hamper the department to meet service level expectations in the midst of an anticipated increase service occurrences from the change in ordinance to 3" from 6"**

DPW frugally budgeted \$120,000 for Snow Supplies for the 2020-21. This is an increase from \$60,000 for FY19-20. DPW based its rationale for the increase on snow fall amounts for the last five years in the City of Pontiac coupled with Council's decision to change the Snow Ordinance requiring DPW to deploy services at 3" rather than 6". This increase is anticipated to provide the resources needed to respond and meet the community's service level expectations. For these reasons the Department of Public Works offers this rebuttal to Council reducing its requested budgeted amount for Winter Snow Supplies while increasing the frequency of deployment.

- **DPW's Five (5) Year Plan includes the purchase of new trucks to replace older vehicles and bolster its fleet overall to meet the increased demand and service level expectations**

Our goals are to continuously maintain the major roads during a snow event and to complete operations on the local streets in the event of a snowfall of 3-inches or more within 48 hours of the end of the snow event.

This is being done In accordance with our 5-year plan for DPW to ramp up equipment primarily our vehicle fleet in order to provide better services to the residents. In addition, this budget plan is time sensitive as trucks fitted to serve our department needs take anywhere from 12-18 months to receive.

The department has in the past looked at purchasing used vehicles but never have any found met our service requirements in Pontiac. In addition, and important to note that the current ACT 51 funds will not be adequate to pay for the additional equipment required and requested from Council.

All of the department's big trucks are 2009 editions and the accompanying maintenance costs experienced FY19-20 exponentially increased across the fleet. The useful life or industry standard on these vehicles are maximum ten (10) years. So Council's refusal on this issue along with an increase in deployment frequency from the ordinance change this department will exceed its allotted maintenance budget from repair costs and increased downed time thus reducing service capacity.

6. Cable:

• **Elimination of Intern for Cable Director at Annual Cost of \$18,177 Rebuttal:**

Currently, the Cable Department consists of only one position—the Cable Director. The responsibilities for this department continues to change and grow, particularly in the areas of media and public communication demands (i.e. Facebook, YouTube and other social media platforms). Currently, due to the Covid-19 pandemic, the need for cable communications (i.e. public meetings, PSA's, etc.), the Cable Director's tasks have significantly grown.

The proposed Intern for the Cable Director, will not only be used to assist the Director with the above mentioned responsibilities, the Cable Intern will also assist the Director in the following areas: editing, video production, photo taking, press releases, and organizing of Cable programming. Lastly, the Intern will also be used as support for the Cable Director in the event he is unable to report to work (i.e. sick, vacation, emergencies, etc.). The requested annual amount of \$18,177 is minimal expense when compared to the critical, necessary media needs of our City.

7. Finance/Treasury:

• **Elimination of Assistant to Income Tax Administrator:**

This year, it is estimated that the City will receive Income Tax revenues in the amount of \$13.6 million (Net of refunds). Thanks to the work of the current Income Tax Administrator, he exceeds projections by over \$1 million dollars annually. Within a year, the current Income Tax Administrator will be retiring. The need to hire an Assistant to the Income Tax Administrator is invaluable. Sufficient time is required in order to properly train a new employee with all that is needed to monitor and administer one of the City's major revenue sources. The cost for hiring this Assistant is \$82,735.00 (includes fringe benefits) is miniscule compared to the revenues managed by this division of Treasury. This is a vital position and should be approved as recommended.

• **Job Title Change and Salary Reduction of Contract Compliance/Grant Writer:**

As shown on the adopted Budget for FY 2019/202, the City Council did approve the position of Contract Compliance/Grant Writer. This position has been able to successfully bring in over \$300,000.00 in grants for infrastructure repair, census, and park improvements. To reduce the salary to \$30,000.00 without review by Human Resources is fiscally unproductive and restricts the administrative needs of the Finance Department. Also, please note that this position is currently filled.

We would be pleased to answer any questions regarding this memorandum. Again, based on the information presented above, it is respectfully recommended that the City Council reconsider these items and that they be restored as originally proposed.

Respectfully submitted.