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."

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200

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

FORMAL MEETING
255th Session of the 10th Council
September 28, 2021 at 6:00 P.M.
Bowens Center 52 Bagley Pontiac, MI 48341

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Approval of the Agenda

Approval of the Minutes

1. September 14, 2021

2. September 21, 2021

Subcommittee Reports

3. Cable- September 13, 2021

4. Finance
   a. September 14, 2021
   b. September 21, 2021

Recognition Elected Officials

Agenda Address

Agenda Items
Ordinances

5. Adoption of an Ordinance to Repeal the Existing Article II ("Water") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac, Michigan ("Municipal Code"), and to Enact a New Article II ("Water") of Chapter 118 ("Utilities") of the Municipal Code, to Regulate the Use, Connection to, Inspection, and Supervision of the City Water Supply System; to Prohibit Cross Connections; to Regulate Use and Operation of Water Meters; to Provide for Water Rates and Charges; to Provide Requirements for Service Outside City Limits; to Establish Emergency Water Use Restrictions; to Regulate Water Main and Sewer Construction; and to Provide for Enforcement, Penalties, and Other Relief for Violations.

6. An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally –aided Mortgage Loan pursuant to the provisions for the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*; the "Act"). This ordinance shall be known and cited as the "Tax Exemption Ordinance-for Perdue Place."

Resolutions

City Clerk

7. Resolution to approve the agreement between the City and Davis Listman, PLLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed $50,000.00 and authorize the Mayor to sign the agreement

Community and Economic Development

8. Resolution to schedule a public hearing for the sale of Perdue School located at 25 S. Sanford to Community Housing Network for $600,000

9. Resolution to approve agreement for payment in lieu taxes between Community Housing Network and the City

10. Resolution to approve a contract between the City and Rightway Remediation, LLC to provide Asbestos Abatement Services for Community Development Block Grant (CDBG) Clearance and Demolition of Batch 17 Properties not to exceed $93,000

11. Resolution to approve a contract between the City and International Construction to provide Demolition Services for CDBG Clearance and Demolition of Batch 17 Properties not to exceed $175,000

Department of Public Works (DPW)

12. Resolution to approve the agreement between the City and Asphalt Specialist, Inc. for $2,096,286.00 for the 2021 Local Street Improvement Project

13. Resolution to support application for Transportation Alternatives Program Grant through Michigan Department of Transportation (MDOT) for Gillespie Avenue over Clinton River Bridge Superstructure Capital Preventive Maintenance.

Finance

14. Resolution to approve a budget amendment for fiscal year 2021-2022 to allocate a total $4,220,000 for construction and engineering services.

15. Resolution to approve $988,000 contract amendment with Oakland County Sheriff to provide funding for seven (7) additional deputy sheriffs to the City's current contracted staffing levels.

16. Resolution to accept and approve the Oakland County 2021-22 Auto Theft Prevention (ATPA) Sub-Recipient Agreement with the City of Pontiac and Authorizes the Administration to execute the Agreement

Human Resources

17. Resolution to approve hazard pay for essential and non-essential workers

Law

18. Resolution regarding acceptance of Quit Claim Deed from Racer Properties LLLC for its half of the Vacated Portion of Hollywood Street

Planning

19. Resolution to approve a Zoning Map Amendment request ZMA 21-03 for Parcel No. 64-14-28-455-001 to amend the current site zoning R-1 One Family Dwelling to R-3 Multiple Family Dwelling.

Public Comment

Mayor, Clerk and Council Closing Comments

Adjournment

Upcoming Special Presentations

October 5, 2021

1. Pontiac Youth Recreation and Enrichment Center (PYREC) Fall Programming Schedule and Statistics from Summer Programming Trial Pop-Up Sites

2. Oakland County Sheriff's Initiative to Control Gun Violence Incident; Security Initiatives

#1

MINUTES

Official Proceedings
Pontiac City Council
253rd Session of the Tenth Council

Call to order
A Formal Meeting of the City Council of Pontiac, Michigan was called to order at the Bowens Senior Center, 52 Bagley Pontiac, MI 48342 on Tuesday, September 14, 2021 at 6:00 p.m. by Council President Kermit Williams.

Invocation – Ms. Robinson

Pledge of Allegiance

Roll Call

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

Mayor Waterman was present.
A quorum was announced.

Excuse Councilmembers
21-280 **Authorization to Excuse Councilperson Gloria Miller.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Amendments to and Approval of the Agenda
21-281 **Motion to remove item # 3 (resolution to approve agreement between City and Asphalt Specialist, Inc. for $2,096,286.00 for the Local Street Improvement Project) and item #5 (resolution to approve hazard pay for DPW essential workers using American Rescue Plan (ARP) funds) defer item # 2 (special presentation on reducing the Digital Divide) from the agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

21-282 **Motion to approve the agenda as amended.** Move by Councilperson Waterman and second by Councilperson Pietila.

Ayes: Shramski, Taylor-Burks, Waterman, Williams, Carter and Pietila
No: None
Motion Carried

Approval of the Minutes
21-283 **Motion to approve meeting minutes for September 7, 2021.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

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

No: None
Motion Carried

Subcommittee Report
Received Public Safety – August 2021
Recognition of Elected Officials - None

Agenda Address - None

Resolutions
21-284 **Motion to defer item #4 (resolution to approve the support Emergency Operations Plan in cooperation with the Oakland County Emergency Management and Oakland County Emergency Management Program) for two weeks.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Waterman, Williams, Carter, Pietila, Shramski and Taylor-Burks
No: None
Motion Carried

Councilwoman Gloria Miller arrived at 6:33 p.m.

Public Comment
Seven (7) individuals addressed the body during public comment

Mayor, Clerk and Council Closing Comments
Mayor Waterman, Clerk Doyle, Councilwoman Shramski, Councilwoman Taylor-Burks, Councilwoman Waterman, Councilwoman Miller, Pro-Tem Carter and President Williams made closing comments.

Adjournment
Council President Kermit Williams adjourned the meeting at 6:51 p.m.

Garland Doyle
Interim City Clerk

#3

SPECIAL PRESENTATION

#2

MINUTES

Official Proceedings
Pontiac City Council
254th Session of the Tenth Council

Call to order
A Study Session of the City Council of Pontiac, Michigan was called to order at the Bowens Senior Center, 52 Bagley Pontiac, MI 48342 on Tuesday, September 21, 2021 at 6:00 p.m. by Council President Kermit Williams.

Roll Call

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

Mayor Waterman was absent.
A quorum was announced.

Excuse Councilmembers
21-285 **Authorization to Excuse Councilperson Gloria Miller.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Shramski, Taylor-Burks, Waterman, Williams and Carter
No: None
Motion Carried

Amendments to and Approval of the Agenda
21-286 **Motion to remove item # 3 (Special presentation of Legal Report of the status of the Medical Marihuana Review Process) and item #4 (Special Presentation for City Clerk's response to inaccuracies in the Medical Marihuana Review Legal Report and Clerk Update on Medical Marihuana Review Process) from the agenda and move item # 6 (An Ordinance to Repeal the Existing Article II ("Water") of Chapter 118 ("Utilities") of the Municipal Code of Pontiac, Michigan ("Municipal Code"), and to Enact a New Article II ("Water") of Chapter 118 ("Utilities") of the Municipal Code, to Regulate the Use, Connection to, Inspection, and Supervision of the City Water Supply System; to Prohibit Cross Connections; to Regulate Use and Operation of Water Meters; to Provide for Water Rates and Charges; to Provide Requirements for Service Outside City Limits; to Establish Emergency Water Use Restrictions; to Regulate Water Main and Sewer Construction; and to Provide for Enforcement, Penalties, and Other Relief for Violations) before public comment.** Moved by Councilperson Shramski and second by Councilperson Taylor-Burks.

Ayes: Shramski, Taylor-Burks, Waterman, Williams and Carter
No: Pietila
Motion Carried

21-287 **Motion to approve the agenda as amended.** Move by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Shramski, Taylor-Burks, Waterman, Williams and Carter
No: Pietila
Motion Carried

Point of Privilege – James Johnson, Congresswoman Brenda Lawrence's Office

Public Comment
Ten (10) individuals addressed the body during public comment

Adjournment
Council President Kermit Williams adjourned the meeting at 7:39 p.m.

Garland Doyle
Interim City Clerk

DRAFT

#3

SUBCOMMITTEE REPORT

CABLE SUBCOMMITTEE

September 13, 2021

Council members: Chair Gloria Miller, Megan Shramski and President Kermit Williams
Mayor: Deidre Waterman
Cable Director: Phil Brown
Planning & Development Manager: Vern Gustafsson

Start: 12:05 p.m.

When will the duct cleaning start? The ducts should be cleaned, so that Council can go back into chambers.

It was mentioned that when the ceiling tiles are changed, then the duct work will also be examined.

Carpet in the chambers will be not a good idea due to spills etc,. The carpet was recommended for better sound.

Council chambers are the home of the Council and needs to have Council involvement for everything including selecting swatches.

HED did the measurements of everything in the room. The scope of work were for things just discussed between the Planning Manager and the Cable Director. The proposal is an introduction for Council and to make the space more moveable and adjustable. There is a need explore the upper step or second if removed allowing for the same level.

What is the number of chairs that the chambers can hold? During the State of Emergency it was 16. Since the state of emergency is lifted, there can be more than 16. During the largest Commission meeting, chairs were 3 or 4 feet apart.

There are not supposed to be any meetings being held in Council Chambers as Council passed a resolution not allowing it.

What is the bare minimum that can be done to the chambers in order for Council to go back and keeping in line with social distancing? Will the equipment work? What will it take to improve the quality of the sound?

New microphones, fiber? What would it take, bare minimum to get us to January?

Monitors outside the hall and downstairs to accommodate the public would not be a good idea.

Chairs, flooring and seating can be done at a later time.

The Cable Director needs to work with the consultants for right now. Cable and IT are still building with the mikes.

Sound Planning provided a solution to rent the microphones or purchase them. If the mikes are purchased, the mikes can be used in the Council chambers, the cost $25,000. If the mikes are rented, $5,000 per month.

The Cable Director indicated that working at the Bowens Center has prompted the need for a media assistant that understands sound and visual.

The Cable Director suggested re-visiting the infrastructure piece, having the analog and fiber replaced. The fiber would take 2 weeks to replace, it would not be a HD signal, but better than analog. The humming sound is out, the sound system is re-wired. Sound Planning gave a recommendation for new speakers and monitors.

The Chambers needs the basics to get them threw until December. How much will it cost to pull up the dias?

The Chambers needs to be safe in order to protect against a super spreader and there should be contract tracing. There should be a sign in sheet and telephone numbers provided in case something happens. Sanitizers should be available and the microphones cleaned.

Is it possible to get the fiber done? The cost, roughly $20k.

The Cable Director is to provide three options with the time- lines.

The chairs should be vinyl.

The seating arrangement for Council. Temporary, tables moved in, the size of the tables to be used like the one Attorney Sharpe uses at the Bowens Center with plexiglass would be helpful.

The multi-use, tables set up, instead of the current orientation. The problem is the window is not appropriate for video. Pull up everything and stage the temporary part and be social distanced.

The mikes can be used at any location, put in the list. Maybe rent chairs vs buying them. What would be cheaper? Making sure we are ADA compliant in January.

The microphones should be purchased since they can be used for the new chambers.

Once the dias is pulled up, you do not know the connection of the wires

Adjourned: 12:43 p.m.

#4a

SUBCOMMITTEE REPORT

FINANCE SUBCOMMITTEE MEETING

September 14, 2021

In attendance:
Council members: Chair Patrice Waterman, Council President Kermit Williams
Mayor: Deirdre Waterman
Deputy Mayor: Mark Holland
Finance Director: Darrin Carrington
City Engineer: Abdul Siddiqui

Start: 4:16 p.m.

DPW Projects

•Detail discussion about projects ongoing now.
Concrete pavement repairs at Walton Blvd, asphalt overlay of W Columbia, modernization signals on Orchard Lake and reconstruction of Mill St. Projects under design, Baldwin, Telegraph and Elizabeth Lake and modernization of signals on Walton Blvd. Walton to Baldwin MLK signals upgrade Vanguard awarded.
Walton is mostly MDOT funded
Baldwin and MLK signals are MDOT funded
Orchard Lake is MDOT funded

•Major road projects: the reduction of $1.2 million for construction engineering and oversight as well as for future design of future projects.
•Major street fund: the reduction of $1.8 million eliminates the proposed multi-road mill and fill project.

•That is over $7million in cost. The $5.6 million is what was recommended for major road construction. $1.8 million does not correspond to any of these projects. $7 million $1.4million for engineering services. Cannot perform construction oversight which is as needed. Five consultants are typically used for different construction projects as needed.

•Multi-Road mill and Fill next construction cycle, focusing on Paddock, Franklin Blvd and Bay Street with $2.3 million can be put off for Spring, going out to bid over the winter.

•W Columbia can be put off, but in bad shape. Budgeted at $1.2 million and bids are below.
A small section of Featherstone is in bad shape. Amazon did the widening.
The oversight and engineering cost are separate from construction.
More streets need to be done.
Need corresponding engineering costs, design and construction. A certain time frame for grant project. A true cost should be provided at the next study session. Will be provided at the next meeting first. The City plans five years ahead.

•Another finance subcommittee meeting for next week, Tuesday, September 21, 2021, at 4:00 pm, before the Council meeting

•Overall $2,000 to be given for essential workers, employees who worked.

New Business

•Financial report that the City's cash position, a high amount of cash relatively speaking, through June 30,2021 pending a final adjustment for the final audit. The strong cash position primarily is due to receiving ARPA funds of $37.7 million, 50% was provided in June, the 2nd payment is expected next June 2022. The City received $18,858,976 in cash and was placed in a general account, a stand- alone fund in order to track. Cash standing under $50 million in cash. Conservative.

•When the previous finance director was here, the City was a part of the Oakland County investment pool. Is the City still in the pool? Yes. Still in pool investment.

The fund balance as of 7-1-20 was $15,865,428,
Non spendable fund balance ($33,879)
Committed for youth center purchase, $3,200,000
Restricted fund balance ($56,500)
Net revenues over expenditures $7,779,712
Projected unassigned fund balance as of 6-30-21, $20,354,761

•The general fund unassigned fund balance as of 6/30/2020 was $15,865,428. The current balance sheet as of 06/30/2021 is reporting an increase of unassigned fund balance of approximately $4,489,333 to $20,354,761. This increase is due to mainly to operating revenues in excess of expenditures including property taxes, income taxes and reimbursed covid 19 expenditures of $3.23 Million. Of the total general fund balance, $3.2 million is committed for the purchase of the Youth Center.

•Income Tax Collections current fiscal year vs prior fiscal year. Income taxes collected thru 06/30/2021 were $16,296,199 compared to $14,367,648 in 06/30/2020 an increase of $1,928,551 or 13.4%...

•Income tax collections. A breakout of income tax revenues. Most recent July 2021 comparing numbers 16.3 million compared to 14.3 million to previous year, even though in COVID saw an increase in income tax. Maybe there was an impact due to COVID probably not shown in the tax revenue collection. None changed the withholdings. It doesn't capture the potential negative impact.

•Property Tax collections as of 06/30/2021 shows a total amount of City millages, plus fees and penalties collected as $12,902,631 vs $14,270,243 billed, or approximately 90.428%.
•Property tax collections, how much collected vs what was billed? Still showed strong collections even during COVID.

•An explanation of Council's year to date attorney expense to be provided at the next meeting.

Adjourned 4:56 p.m.

#4b

SUBCOMMITTEE REPORT

FINANCE SUBCOMMITTEE MEETING

September 21, 2021

In attendance:
Council members: Chair Patrice Waterman, Council President Kermit Williams and Gloria Miller
Finance Director: Darrin Carrington
City Engineer: Abdul Siddiqui

Start: 4:06 p.m.

Essential Workers

Provided: the list of the essential workers and the cost. Including the hire date, job title, department, hazard pay, pro-rated months/days and whether full or part-time. The prorated portion is from the middle of March, March 17 until the end of June.
It covers a period of 15 months.
Essential workers were to be paid to be paid out of ARP funds, but the general fund has enough to cover it.
They should have been given the money when they were working.
Subject to the date of hire.

Construction Projects

Keep the design cost and do construction next year. The budget amendment, $370,000 for engineering in general funds for CDBG funds.

•Major road projects: the reduction of $1.2 million for construction engineering and oversight as well as for future design of future projects.
•Major street fund: the reduction of $1.8 million eliminates the proposed multi-road mill and fill project.

The major streets moving $2.3 million until the next fiscal year, if that is done then, then $1.050 million will be needed in engineering funds. No construction funds needed.

Question: why haven't the sidewalks been repaired with existing plans? It should not be additional engineering costs. Construction engineering allows for engineers to do marking and oversight. We do not have in house capability now.
We hired someone to do oversight. Not the same oversight.
The county's 15% oversight cost is not day-today, it usually falls on engineering, not by the County.
The design 2022, hopefully in spring, bid documents have to be prepared, the $40,000 maybe an over estimate. Put the project out to bid, construction engineering costs. One-time per project.

The speed humps to include engineering. The $250,000 is not allocated.

Major Streets, stay the same. Mill street is ready.
Local as discussed.

Other projects: 2022 sidewalks, design and engineering
Speed humps, the design could start this year.
Look into the State funding Detroit received for the speed humps.

Collier Landfill can be taken out $1.200,000.

All the monies are within the road funds. The fund balance is healthy.

The budget amendment to be requested will be $1,050,000 for preliminary engineering and construction engineering for Major Streets projects and $190,000 for CDBG projects.

Adjourned 5:00 p.m.

#5

ORDINANCE

WRC

WATER RESOURCES COMMISSIONER

Jim Nash

September 7, 2021

The Honorable Deirdre Waterman, Mayor
And Council Members
The City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342-2271

Dear Mayor Waterman and Council:

I'm very pleased to submit your updated water ordinance as an agenda item for the city council. I think you'll find the attached ordinance provides greater protections for your constituents and allows my office to work more collaboratively with you and your staff.

In addition to the ordinance itself, I've provided an executive summary which highlights some of the important updates included in the ordinance. I would also note that my staff has been in communication with your engineering consultants and legal counsel who have carefully reviewed this latest version and have given it their endorsement.

Finally, I would like to personally thank you and the many Pontiac officials and community stakeholders who have made this important development possible. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jim Nash

Attachments

One Public Works Drive • Building 95 West • Waterford, MI 48328-1907
Phone: 248.858.0958 • Fax: 248.858.1066 • www.oakgov.com/water

City of Pontiac

Revised Water Supply Ordinance
Article II ("Water") of Chapter 118 ("Utilities") of the Pontiac Municipal Code

Executive Summary
September 7, 2021

The Oakland County Water Resources Commissioner (WRC) is proposing to revise the City's current water supply and cross connection ordinance (Article II of Chapter 118 of the Pontiac Municipal Code). The water ordinance, as proposed to be updated, sets forth the standards and procedures established by the City for the WRC to follow as it works collaboratively with the City to provide clean, safe drinking water while protecting the water system for the benefit of the people who live in Pontiac. This Executive Summary provides an overview of the ordinance, describes the general types of changes proposed, and explains why it is important that the changes be enacted by the City.

Some highlights of the matters addressed by the water ordinance are as follows:

- Safe water supply
- Use of hydrants / obstructions
- Use of curb stops/ obstructions
- Water meter installation / access / ownership / damage / secondary meters
- Plumbing material / fixtures / valves / permits
- Cross connection requirements / inspection / access to premises
- Water use regulations
- Ordinance enforcement
- Water main construction / permits / inspection

Developed over several years, the proposed new ordinance revisions have been prepared with input from senior WRC Water Systems engineers, senior WRC attorneys, and WRC special legal counsel with extensive experience and specialization in water supply and cross connection ordinance matters.

It is WRC's understanding that City Attorney, Anthony Chubb, and City Engineer, Abdul Siddiqui, have reviewed the proposed ordinance revisions. Also, in 2021 Water Resources Commissioner Jim Nash met with Mayor Deirdre Waterman to summarize the proposed changes.

Overall, the proposed revisions are intended to improve WRC's ability to administer and implement the ordinance on behalf of the City and its residents. It provides the necessary authority and flexibility to address everyday water supply issues effectively and efficiently as they arise. It also leaves the WRC and the City well-equipped to face new challenges to the City's water system now and into the future.

The following is a summary of some of the proposed changes:

- Outdated, incorrect, inconsistent, or ambiguous definitions and requirements in the current ordinance have been revised, clarified, or removed. (As one example, references in the current ordinance to the Michigan Department of Environmental Quality (MDEQ) and Detroit have been changed to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Great Lakes Water Authority (GLWA), respectively.)

- Definitions and requirements have been revised, clarified, or added as needed to comply and conform with requirements of current plumbing codes and applicable state water supply and cross connection laws and regulations.

- Outdated practices and procedures that no longer apply have been revised to conform with current actual water supply and safety practices and procedures.

- The respective responsibilities of the WRC/City and private water customers (who owns what parts of the system, who pays for certain optional or required activities, etc.) and the authority of the WRC acting as agent for Oakland County to administer and enforce the cross-connection program on behalf of the City have been clarified.

- The current ordinance contains provisions that deal with the same or similar subject matter in several different places, sometimes inconsistently. This has been corrected so that like subjects are dealt with together in the same sections and inconsistencies have been removed. This makes the ordinance easier to administer and more user-friendly for customers to determine requirements that might apply to them.

The final step needed to move forward is for the City to enact the ordinance as proposed to be revised. It is requested that the ordinance be placed on the City Council's agenda for passage in the near future. A clean and marked copy of the ordinance is attached for your review.

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL THE EXISTING ARTICLE II ("WATER") OF CHAPTER 118 ("UTILITIES") OF THE MUNICIPAL CODE OF PONTIAC, MICHIGAN ("MUNICIPAL CODE"), AND TO ENACT A NEW ARTICLE II ("WATER") OF CHAPTER 118 ("UTILITIES") OF THE MUNICIPAL CODE, TO REGULATE THE USE, CONNECTION TO, INSPECTION, AND SUPERVISION OF THE CITY WATER SUPPLY SYSTM; TO PROHIBIT CROSS CONNECTIONS; TO REGULATE USE AND OPERATION OF WATER METERS; TO PROVIDE FOR WATER RATES AND CHARGES; TO PROVIDE REQUIREMENTS FOR SERVICE OUTSIDE CITY LIMITS; TO ESTABLISH EMERGENCY WATER USE RESTRICTIONS; TO REGULATE WATER MAIN AND SEWER CONSTRUCTION; AND TO PROVIDE FOR ENFORCEMENT, PENALTIES, AND OTHER RELIEF FOR VIOLATIONS.

THE CITY OF PONTIAC, MICHIGAN, ORDAINS:

Sec. 1. Repeal of existing Article II of Chapter 118 of the Pontiac Municipal Code. The existing Article II ("Water") of Chapter 118 ("Utilities") of the Pontiac Municipal Code is hereby repealed in its entirety.

Sec. 2. Enactment of new Article II of Chapter 118 of the Pontiac Municipal Code. A new Article II ("Water") of Chapter 118 ("Utilities") of the Pontiac Municipal Code is hereby adopted to read in its entirety as follows:

ARTICLE II. WATER

DIVISION 1. GENERALLY

118-25 Reserved.

118-26 Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"2012 City of Pontiac Water Supply System Contract" means the City of Pontiac Water Supply System Contract entered into April 19, 2012, between Oakland County (by and through its Water Resources Commissioner, acting as the County Agency) and the City of Pontiac.

"Approved" means the approval of the department.

"As amended" means "as amended from time to time."

"ASSE" means the American Society of Sanitary Engineering or its successors.

"Backflow" means water of questionable quality, wastes, pollutants, or other contaminants entering a public water supply system due to a reversal of flow, as determined by the department.

"City" means the City of Pontiac, Oakland County, Michigan.

"City water" means water supplied by the city water supply system.

"City water supply system" means the "City of Pontiac Water Supply System" and the "City of Pontiac Water Supply System Facilities" as those terms are defined, described, and specified in the 2012 City of Pontiac Water Supply System Contract, as the city water supply system now exists or is hereafter added to, extended, or improved.

"Corporation cock" means the buried valve directly attached to the main. The corporation cock is owned by the department.

"County" means the County of Oakland, Michigan.

"Cross connection" means a temporary or permanent connection or arrangement of piping or other conveyance, appurtenances, or means through which a backflow could occur.

"Curb box" (also referred to as "stop box") means the box or metal housing placed over the curb stop to enclose, protect, and allow ready access to the curb stop by the department. The curb box is owned by the department.

"Curb stop" means a valve typically located on the supply pipe for the purpose of enabling the department to turn on or the supply of water to a premises. The curb stop is owned by the department. A curb stop is sometimes also referred to as a "curb cock."

"Department" means the Oakland County Water Resources Commissioner, acting on behalf of the County of Oakland, Michigan, as the County Agency for the city water supply system as provided by the 2012 City of Pontiac Water Supply System Contract, and includes the Water Resources Commissioner's designated agents and authorized representatives.

"Main" means any pipes other than supply pipes and service pipes used by the city water supply system for conveying or distributing city water.

"Meter rates" means the rates or prices to be charged for city water based upon the size of the meter.

"Occupant" means any person in possession of a premises other than the owner of the premises being supplied with city water.

"Owner" means any person owning property or premises supplied or prospectively to be supplied with city water and includes the owner's authorized agents (sometimes also referred to as the property owner).

"Premises" means a lot, tract, parcel, or plot of land; or a building, structure, facility, or installation, or any part thereof (including, but not limited to, a single dwelling or apartment, or a single room or building occupied for business or other purposes by one person or entity, together with any outbuildings and the land connected therewith).

"Service pipe" means the pipe extending from the curb stop into privately owned land for supplying the premises with city water. The service pipe is owned by the owner of the premises being served.

"Secondary water supply" means a water supply system maintained in addition to a public water supply including, but not limited to, water systems from ground or surface sources not meeting the requirements of Act No. 399 of the Public Acts of 1976, being section 325.1001 to 325.1023 of the Michigan Compiled Laws, as amended, or water from a public water supply which in any way has been treated, processed, or exposed to any possible contaminant or stored in other than an approved storage facility. A private water storage tank supplied from a public water supply system shall be deemed a secondary water supply unless the tank is designated as, and is approved for, potable water storage and usage.

"Submerged inlet" means a water pipe or extension thereto from a public water supply terminating in a tank, vessel, fixture, or appliance which may contain water of questionable quality, waste, or other contaminant and which is unprotected against backflow.

"Supply pipe" means a pipe tapped into the water main and extending from the main to and including the curb stop or valve. The supply pipe and the curb stop or valve are owned by the department.

"Water of questionable quality" means and includes, but is not limited to, any of the following, as determined by the department: Any water that is currently not subject to the public water supply system's control or water from a pipe, conveyance, tank, vessel, fixture, or appliance not subject to the department's control; any water that the department has reason to believe may contain waste,

pollutants, or other contaminants; or any other water that the department believes may create a hazard to the city water supply system or may otherwise adversely affect the public health, safety and welfare.

"**Water service**" means the water provided by the city water supply system to any property or premises.

118-27 Supervision of city water supply system.

The city water supply system shall be supervised and managed exclusively by the department. The operation, maintenance and management of the system shall be under the immediate supervision and control of the department.

118-28 Department's duties.

The department's duties shall include, but shall not be limited to, supervision of the booster pumping stations, grounds, mains, extensions, wells, tanks, supply pipes, and other sources of water supply, administration of the cross connection control program, and such other duties as provided by this article or other applicable laws and regulations.

118-29 Rules and regulations.

The department is authorized on behalf of the city to develop, administer, and enforce any rules and regulations as determined necessary by the department for the management and control of the city water supply system, consistent with other applicable laws and regulations. The rules and regulations may govern matters, such as, but not limited to, the type and quality of materials and accessories to be used for connection to the system, construction methods for connection to the system, and other operations and maintenance matters pertaining to the system. Such rules and regulations, as developed by the department from time to time, shall be complied with and any violation of the rules and regulations shall be deemed a violation of this article. A copy of the rules and regulations shall be kept at the department office and shall be available for public inspection during normal business hours.

118-30 Construction or alterations; plans.

(a) If any construction, alterations, or attachments are proposed to be connected with the city water supply system, the property owner shall submit plans and specifications for the proposed changes to the department for the department's inspection and approval or disapproval prior to making any connection. The department shall determine whether the proposed changes may be connected and the terms and conditions under which their connection and use will be allowed.

(b) Each service connection to the water system must be made to a water main that parallels the entire length of the street frontage of the property to be served or is located in an easement that directly abuts and parallels the entire length of the property to be served. A property owner may be permitted to temporarily connect into a water main that does not parallel the entire frontage of a street abutting the owner's property or is not located in an easement that directly abuts and parallels the entire length of the owner's property, subject to all of the following conditions:

(1) If there is an existing well on the subject property, that the temporary connection is necessary due to the failure of the well;

(2) That the installation of a residential well, in accordance with applicable laws and ordinances, will not provide a potable water supply on the property;

(3) That there is no other reasonable alternative; and

(4) That the property cannot be lawfully used or occupied without a temporary connection under this section.

118-31 Prohibited uses of water.

(a) No person shall take or use city water from premises other than the person's own premises without the department's prior authorization.

(b) No person shall sell or give away water supplied by the city water supply system to the person's own premises for any purpose.

(c) Water supplied by the city water supply system shall not be used for any purposes other than those specified in the original application under which the supply was granted, or as may otherwise be permitted by the department under this article.

118-32 Unauthorized water connections; supply by single service pipe to more than one lot prohibited.

(a) City water shall be taken and used only through supply and service pipes established by or under the supervision of the department.

(b) In no case shall one service pipe supply water to more than one lot, unless the additional lots are occupied by only a single building or unless occupied by only a single industry or enterprise, as determined by the department.

118-33 Unauthorized turn on of water.

(a) No person shall turn on water service without the department's prior written authorization. Further, if the water has been shut off by the department for any reason, no person shall turn it on again without the department's prior authorization.

(b) If this section is violated, the water may be shut off at the corporation cock at the main or curb stop. In such case the owner shall, before it is again turned on, pay all costs associated with the shutoff or disconnection and subsequent reconnection prior to restoring service. In addition, the owner shall pay all other delinquent charges on the account.

118-34 Contamination of water supply prohibited.

No person shall do any act, permit any act to be done, or fail or neglect to take any action, which may, or may tend to, contaminate or pollute the city water supply system, as determined by the department. Violation of this section may result in the water being shut off or disconnected by the department at the property owner's expense.

118-35 Waste of water prohibited.

Excessive or unnecessary use or waste of water by any person, whether intentional, or whether caused by carelessness or by defective or leaky plumbing or fixtures, is strictly prohibited, even if the service is metered. For disregard of or repeated violation of this section, the water may be shut off or disconnected by the department at the property owner's expense.

118-36 Interference with water mains.

The water mains of the department, whether within or outside of the city, are under the exclusive control of the department. All persons other than authorized agents or employees of the department are forbidden to disturb, tap, change, obstruct access to, or interfere with the water mains in any way.

118-37 Opening hydrants; obstructions.

(a) Fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the department and the fire department or by persons authorized by the department. In no case shall any person use a wrench or tool on any fire hydrant other than a regulation fire department hydrant wrench.

(b) No person shall in any manner obstruct or prevent free access to, or place or store, temporarily or otherwise, any object, material, snow, debris or structures of any kind within a distance of 15 feet of any fire hydrant. Any such obstruction when discovered may be removed at

once by the department or the fire department at the expense of the person responsible for the obstruction.

118-38 Fire suppression connections; prohibited use; testing; backflow prevention detector assembly.

(a) If connections are provided for fire suppression on any premises, no water shall be taken or used through such connections for any purpose other than extinguishing fires and testing of fire equipment.

(b) All fire suppression systems supplied with city water shall be equipped with an ASSE approved backflow prevention detector assembly of a size and quality as required by the department. Existing fire suppression systems not equipped with an ASSE approved backflow prevention detector assembly shall be so equipped within six months following the effective date of this section. If an ASSE approved backflow prevention detector assembly is not installed within this prescribed period, the water supply to the fire suppression system shall be shut off and shall not be turned back on until the proper backflow prevention detector assembly has been provided. The expense of turning off and turning on the water shall be paid by the owner.

118-39 Curb stops; opening and closing.

(a) When new service pipes are put into any premises, the curb stop shall be left closed, and shall thereafter be opened by the department only upon the request of the owner or the owner's agent and at the property owner's expense.

(b) It shall be a violation of this article for curb stops to be opened or closed by any person who is not an authorized agent or employee of the department, except that a licensed plumber may open a curb stop to test the work as provided in section 118-43.

(c) No person (including the person's agents or employees) with a permit to use water for constructing or repairing buildings or other similar work shall open or close curb stops, or otherwise interfere with the curb stop except with prior authorization of the department.

118-40 Obstruction of or interference with curb stops, valves, or fixtures.

No person shall obstruct or interfere in any way with any curb stop, curb box, valve, or fixture that is part of or connected with the city water supply system, including, but not limited to, obstruction or interference by placing (or allowing the placement) in, on, or about it any building materials, rubbish, soil, snow, or any other objects or substances that hinder free and easy access by the department to the curb stop, curb box, valve, or fixture.

118-41 Use of service pipes; separate premises.

(a) No person shall use a service pipe to supply water in any manner to any premises or for any purpose that the service pipe was not intended by the department to serve or supply. If this section is violated, the department may shut off the water from the service pipe or disconnect the water service at the property owner's expense.

(b) There shall be only one billing account per tap. If one building is occupied by two or more distinct families, or if a commercial building is occupied by two or more firms or persons, a single charge for water shall be made against the owner of the building for the whole building if it is served by one supply pipe. Default in the payment of any part of this charge shall subject the premises to the same penalties as are provided in regard to other overdue charges. The payment of a part of the whole charge by a tenant or any other person shall not invalidate or modify this section.

(c) If one building is occupied by two or more distinct families, or if a commercial building is occupied by two or more firms or persons, the property owner may apply for additional taps to supply part of the whole building. Separate billing accounts can be established for each tap.

118-42 Service pipes, maintenance; notice to repair; cost of repair constitutes lien.

(a) If any owner refuses or neglects to make any repairs or replacements on any portion of the service pipe that the owner is required to maintain, within a reasonable time under the particular circumstances but in no case exceeding 14 days after the owner has received notice from the department, then the department may shut off the water to the premises, or may cause such repairs or replacements to be made and charge the cost thereof to such owner and against the property served, which charge shall be due immediately.

(b) The charges provided for in this section shall be a lien against the property served and all provisions of this article in relation to penalties and to the enforcement of water charges shall be applicable to charges for repairs and replacements made by the department.

118-43 Interference with supply pipes, mains, or curb stops.

No person shall tap, repair, change, or otherwise disturb the water supply pipes, mains, or curb stops, nor change, repair, or in any way interfere with supply pipes, mains, or curb stops, except that licensed plumbers may use the curb stop for the purpose of testing their plumbing work. If used by a licensed plumber to test the work, the curb stop shall be left in the same condition and position as the plumber found it prior to the test.

118-44 Subdivided building; separate pipes.

If a building, originally built as a single building or premises and fitted with one service pipe, but capable of being divided by sale or otherwise, has been subdivided, the separate division shall be connected to the main by separate service pipes with accompanying curb stop. Each separate service pipe will be metered in accordance with division 4. If this section is violated, the department may shut off the water from such service pipe at the property owner's expense.

118-45 Protection of pipes from freezing.

Service pipes and/or meters likely to be exposed to freezing temperatures shall be effectively protected by the property owner from freezing in a manner determined sufficient by the department.

118-46 Special permits for water usage in construction or other special use.

(a) An application for a special permit to use city water in the construction or repair of buildings or for any other construction or repair work or for any other special use shall be made to the department upon the form provided by the department for that purpose. The character of the work for which the water is to be used and the estimated quantities of water to be used in such work shall be provided in the appropriate blank space provided on the form. All the blanks on the form shall be filled in and certified to by the owner or the agent of the person desiring such services. An estimate of the value of the water to be used, at the established rates, will then be prepared by the department, and a bill rendered for the value. Upon the payment of the bill in full, a permit will be issued by the department. When a hydrant is used for purposes mentioned in this section, the deposit shall also include inspection costs and an estimated cost of possible damage to the hydrant.

(b) If it appears to the department that the applicant for water to be used in the construction or repair of buildings or other special use has misrepresented the quantity of water to be used, the supply of water to be used for the proposed purpose shall immediately be shut off and shall not again be turned on until a true and revised estimate of the quantity of water to be used in such work is submitted and until the department is paid for the water for the additional work, together with a fee as set by the department. The expense of turning off and turning on the water shall be paid by the owner.

118-47 Discontinuance of service.

(a) The department shall have the right to shut off and discontinue the supplying of water to any and all owners, occupants, property, or premises for any violation of any requirement of this article after giving 30 days' notice by leaving a copy of the notice at the place where the water is used.

(b) The department shall have the right to immediately shut off and discontinue the supplying of water to any owner, occupant, property, or premises in case of an emergency without any notice whatsoever.

(c) If water is discontinued under the authority of either section 118-47 (a) or (b), or as otherwise authorized by this article, neither the department, the county, the city, or their officials or employees shall be liable in any way whatsoever for any damage caused by such the discontinuance of water.

118-48 Relation to plumbing codes; Resolution of conflicts or inconsistencies.

(a) This article and the rules and regulations established by the department hereunder shall not supersede the state or city plumbing codes, but is supplementary thereto; provided, however, that if there is any conflict or inconsistency between the standards, requirements, or procedures provided by this article and the department's rules and regulations and the standards, requirements, or procedures provided by the state or city plumbing codes, the standards, requirements, and procedures of this article and the department's rules and regulations shall control.

(b) If there is a question or ambiguity regarding whether there is a conflict or inconsistency between the provisions of this article or the department's rules and regulations and the provisions of the state or city plumbing codes, the question or ambiguity shall be resolved by the department.

118-49 Connection Requirement.

(a) All premises within the city used or occupied for residential, commercial or industrial purposes shall be connected to the city water system, and the owners and occupants of all such premises are required to maintain such connections in accordance with the provisions of this article.

(b) If a premises is not connected to the city water system, then the property shall connect to the system upon the occurrence of any one (1) of the following events:

(1) The sale of the premises;
(2) New construction on the premises;
(3) The failure of a private well supplying water to the premises, as determined by the Oakland County Health Department;
(4) The modification of an existing structure of more than one (1) room on the at-grade floor;
(5) Any building greater than six hundred (600) square feet on the at-grade floor; or

(6) Any development or site construction requiring site plan approval from the City Planning Commission or as directed by the City Manager, building official or engineer.

(c) This section shall not apply to the following:

(1) To any premises where the nearest part of the parcel is more than one hundred (100) feet from a city water main.
(2) To any premises that is connected to a well solely for irrigation purposes.

118-50 Right to Enter Premises.

By connecting premises to the water or sewer system, the owner thereof irrevocably grants to the department or its agents the right to enter at all reasonable times onto or in the premises for the purposes of reading meters or installation, inspection, repair, and maintenance of sewer or water supply and water use facilities on the premises.

118-51—118-60 Reserved.

DIVISION 2. PLUMBERS

118-61 License required.

No person who is not an authorized agent or employee of the department shall do any plumbing work in connection with the city water supply system or make any attachments, connections, alterations, or repairs to any service pipes, fixtures, or plumbing work connected therewith, unless the person has been duly licensed to do such work by all appropriate licensing entities.

118-62 Workmanlike performance required.

Licensed plumbers engaging in work connected with any aspect of the city water supply system shall do all work properly and in conformance with acceptable industry standards of work quality. All parts, attachments, and fixtures supplied or used by plumbers shall be of a kind and quality approved by the plumbing inspector.

118-63—118-75 Reserved.

DIVISION 3. INSPECTIONS IN GENERAL

118-76 Department inspectors; credentials.

(a) Inspectors, foremen, employees, and agents of the department whose duty it may be to enter upon private premises to make inspection and examination of the pipes, backflow devices, meters or attachments used in connection with the city water supply system may be provided with a badge or such other credentials as the department may deem proper to identify them as authorized agents of the department.

(b) Except in the case of an emergency, no inspector, foreman, employee, or agent of the department shall be entitled to enter upon any private premises unless the inspector, foreman, employee, or agent carries and exhibits the badge or credentials provided under this section.

118-77 Access to premises; refusal; discontinuance of service.

(a) Any person that is supplied or whose property or premises is supplied with water by the city water supply system shall be deemed to have accepted and agreed, as a condition to service, to full and timely compliance with the provisions of this article and other applicable laws and regulations, including, but not limited to, the authority of all authorized agents or employees of the department to have access to the property or premises as provided by and for the purposes stated by this article.

(b) Upon the presentation of the badge or other credentials provided for in section 118-76, any authorized agent or employee of the department shall have free and unencumbered access at all reasonable hours to any premises supplied with city water for the purpose of making any inspection thereof, including the examination of the entire water supply and plumbing system upon the premises, and for the purposes of making repairs or installing or removing any or all appurtenances used to render service to the premises.

(c) It shall be a violation of this division for any person to refuse to admit an authorized agent or employee of the department to any premises for the purpose of inspection and examination of the water supply or plumbing system thereof or to make repairs or install or remove any appurtenances used to render service to the premises as determined necessary by the department. If any authorized person is refused admittance to any premises, or once admitted, is hindered or prevented in making such inspection, examination, repairs, installation, or removal, the department may shut off the water to the premises. Water service shall not be restored to the premises until the inspection, examination, repair, installation, and/or removal is allowed to be completed. The expense of turning off and turning on the water shall be paid by the owner.

118-78 Unauthorized use of credentials.

No person not an authorized officer, inspector, foreman, agent, or employee of the department shall have, wear, or exhibit any badge or credential of the department. It shall be the duty of every such person, upon termination of such authorized status, to immediately surrender and deliver to the department all badges and credentials of the department.

118-79—118-90 Reserved.

DIVISION 4. WATER METERS

118-91 Meters required.

(a) All premises using water shall be metered, except as otherwise provided by this article and approved by the department.

(b) Each service connection shall be individually metered unless otherwise approved by the department.

(c) Each meter shall have a separate service line and shut-off valve.

118-92 Installation by department.

(a) The department may at any time install a water meter, or require a meter to be installed, and charge appropriate meter rates.

(b) Water meters shall be set in an accessible location and in a manner satisfactory to the department. Where the premises contain no basement or other place suitable for meter installation, the meter shall be installed outside in a meter pit or box, the location of which shall be approved by the department. Where it is necessary to set the meter in a pit or box, such pit or box shall be built at the expense of the property owner as directed by the department.

(c) All meters shall be otherwise installed in compliance with all department standards and regulations.

118-93 Ownership, control, and maintenance of meters.

(a) All water meters required to be installed by the department shall be acquired from the department.

(b) All required meters shall be maintained by the department and shall remain the property of, and at all times be under the ownership and control of, the department; provided that the plumbing and valves associated with water meters shall be the responsibility of the property owner.

118-94 Meters to be sealed; injury, tampering, relocating, disconnection, interference, etc. prohibited.

(a) All meters and valves on meter bypasses shall be sealed by the department. No person except an authorized agent or employee of the department shall break, injure, or tamper with such seals.

(b) No person other than an authorized agent or employee of the department or a licensed plumber shall change the location of, alter, disconnect, remove, or interfere in any way with any meter.

(c) The department is authorized to shut off water service to any premises without notice if the department determines that a meter's seal has been broken, injured, or tampered with; or that a meter has been relocated, altered, disconnected, removed, or interfered with, as prohibited by this article. If the water is shut off as provided by this section, it shall not be turned on until the noncompliance with the applicable requirements of this article have been corrected to the department's satisfaction. The expense of turning off and turning on the water shall be paid by the property owner.

118-95 Damage to meters; responsibilities of property owner.

(a) Any damage which a meter may sustain resulting from carelessness of the owner, agent, or tenant, or from neglect of any of them to properly secure and protect the meter, as well as any damage which may be caused by frost, hot water, or steam backing from a boiler, and/or any intentional damage to a meter, shall be paid by the property owner to the department on presentation of a bill therefor. If the bill is not fully and timely paid, the water may be shut off and not be turned on until all charges have been paid to the department. The expense of turning off and turning on the water shall be paid by the property owner.

(b) The owner of any premises where a meter is installed shall be held responsible for its care and protection from freezing and from injury or interference by any person. In case of any injury to the meter or in case of its stoppage or imperfect working, the owner of the affected premises shall give immediate notice by telephone to the department office.

(c) There shall be a suitable place provided on all connections for a meter, easily accessible and free from all danger of frost. No person shall place any obstruction of any kind over or around the meter that will interfere with the reading or the repair of the meter.

118-96 Access to inspect, replace, or test.

(a) The department shall be provided access to any premise as determined necessary by the department to inspect, replace, or test a meter. Such access shall be provided without prior notice during normal working hours or at any time in an emergency situation.

(b) The department is authorized to terminate water service to any premises without notice if access has been refused or prevented by any person as prohibited by this article. If the water is shut off as provided by this section, it shall not be turned on until access has been provided as determined necessary by the department to conduct the inspection, replacement, or test of the meter. The expense of turning off and turning on the water shall be paid by the property owner.

118-97 Bypass prohibited; exception; strainer.

All water supplied by the city water supply system that is used on any premises shall pass through an approved meter. No connection between the meter and the main shall be made or maintained. A bypass shall be installed only for meters 3 inches and greater, with a sealed valve placed on the bypass. Meters sized 3 inches and larger shall have an approved strainer.

118-98 Secondary water meter.

At the option of the property owner, an additional water meter, referred to as a secondary water meter, may be installed following department guidelines. The secondary water meter shall allow for the metering of water that is directed exclusively to a sprinkler system or outside spigot or connection such as, but not limited to, a swimming pool, which water would not enter a sanitary sewer system and will not be applied to the calculation of the sewage disposal bill for the property. The provisions of this article regarding the installation, use, and other requirements applicable to a single water meter shall also apply to the secondary water meter.

118-99—118-105 Reserved.

DIVISION 5. SUPPLY PIPES AND FIXTURES

118-106 Water connection; application procedure.

(a) An application for the introduction of city water to a private premises, or for the change of an existing supply, shall be made to the department by the owner of the premises, or by the owner's agent authorized in writing. The application shall be made upon the form furnished by the department. The applicant shall sign the form and certify that the applicant accepts all provisions on the form, all applicable provisions of this article that apply to water service, and all rules and regulations applicable to water service made by the department.

(b) The application for city water shall be accompanied by the permit fee specified in section 118-113. The permit fee shall be returned if the application is not granted.

(c) Upon receipt of an application for water service, the department may make or cause to be made an inspection of the premises. Unless service is rejected, the applicant may be required to deposit with the department a sum of money that will be sufficient to cover the cost of the installation, as determined by the department. After the water deposit has been paid, the department shall install the pipes and equipment and keep or cause to be kept a detailed cost of the installation, including all labor and material. The cost to the applicant for such installation shall be specified by the department and may include the labor and material together with an allocation of costs of employee fringe benefits and administrative overhead and other indirect costs. If the total cost of the installation of water service pipes and equipment exceeds the deposit required under this subsection 188-106(c), the water shall not be turned on until the difference is fully paid. In no case shall water be turned on while any sums due to the department remain unpaid for the installation of service pipes and equipment specified in this section.

(d) All persons shall comply with all state and/or local cross connection backflow regulations as determined applicable by the department.

118-107 Material for pipes.

The department shall determine and specify the supply pipe material must be used. Service pipes shall comply with the standards and specifications of the department.

118-108 Approved fixtures required.

The refusal or failure of the owner to equip the premises with service pipe connections, utilities, or fixtures of character and quality approved by the department shall be sufficient grounds for the department to refuse to connect the premises with the city water supply, or if the connection has already been made, to refuse to turn the water on, to turn the water off, or to disconnect the city water supply. The expense of shutting off and turning on the water shall be paid by the property owner.

118-109 Supply pipes; installation by department.

Supply pipes, including curb stops, shall be installed only by the department, and shall be under the exclusive control of the department. No person other than an authorized agent or employee of the department shall construct, repair, or otherwise change or interfere with such pipes in any way.

118-110 Service pipes; installation by plumber; approval.

Service pipes shall be put in by a licensed plumber or as directed by the department. All the fixtures and attachments put in on the premises in connection with service pipes shall conform in character, design and quality to the standards of the city plumbing code and shall be approved by the plumbing inspector.

118-111 Laying service pipes.

Every service pipe shall be laid at least 5 feet below the surface and beyond the outside line of the sidewalk, and sufficiently waving to allow no less than 12 inches extra length to prevent rupture by settlement of the earth, and so protected as to prevent bursting by freezing. No service pipe shall be laid in the same trench with a drain or sewer.

118-112 Valves; installation and maintenance; meter.

In each building intended to be connected with the public water supply, functioning valves shall be provided for the installation and maintenance of the meter at the property owner's expense as required by the department connection regulations. Such valves shall be kept in good working condition and shall be thoroughly protected from freezing.

118-113 Fees for permits, inspection and installation.

Fees for permits, inspection of work, charges for original installation of all supply pipes and meters from the city water mains and all fixtures connected therewith, including stops and boxes, shall be as established by the department from time to time.

118-114—118-119 Reserved.

DIVISION 6. CROSS CONNECTIONS

118-120 Purpose.

(a) The purpose of this division is to promote and protect the public health, safety and welfare by the identification, prevention, and elimination of cross connections which have been recognized as the cause of public health problems due to the hazard caused to drinking water quality; and by reducing the risk of cross connection contamination of the city water supply system.

(b) This division shall control all matters concerning the inspection, detection, testing, prevention and elimination of cross connections in new and existing residential, commercial, and industrial premises and facilities.

118-121 Authority, agent, and administrator.

The department shall be the city's designated authority, agent, and administrator of the cross-connection control program and shall have the authority to implement that program with respect to any property or premises receiving water from the city water supply system.

118-122 Compliance with laws, ordinances, codes, rules, and regulations.

All connections with a public water supply system shall comply with all applicable laws, ordinances, codes and rules, including, but not limited to, the following (referred to collectively in this division as "applicable cross connection laws and regulations):

(a) The Michigan Safe Drinking Water Act, Act 399 of the Public Acts of 1976, as amended; and the associated Water Supply Cross Connections rules, Michigan Administrative Code, R 325.11401 - R 325.11407, as amended.

(b) The latest edition of the Oakland County Water Resources Cross Connection Control Program, as approved by the State of Michigan, as amended.

(c) The Pontiac Code of Ordinances including this article and all other sections of the Code of Ordinances pertaining to water supply or plumbing, as amended.

(d) The latest editions of the Michigan Plumbing Code, the Michigan Building Code, and the Michigan Residential Code, as adopted by the city, as amended.

This division does not supersede any law, ordinance, code, rule, or regulation, but is supplementary to them. Except as otherwise determined and directed by the department, the most stringent or restrictive provisions applicable to cross connections shall control, whether established by this division or by such other applicable law, ordinance, code, rule, or regulation. Further, if there is any conflict or inconsistency between the provisions of this division with respect to cross connections and the provisions of any other law, ordinance, code, rule, or regulation regarding cross connections, the provisions of this division shall control; and if there is a question or ambiguity with regard to whether or not there is a conflict or inconsistency between the provisions of this division and the provisions of any other law, ordinance, code, rule, or regulation, the question or ambiguity shall be resolved by the department.

118-123 Cross connections prohibited; unlawful connections.

(a) A cross connection to the city water supply system is prohibited.

(b) It shall be unlawful for any person to create, maintain, or to cause or allow the creation or maintenance of, any cross connection (direct or indirect) of a public water supply system and any other water supply system or source, including, but not limited to, a connection between the public water supply system and any of the following:

(1) A secondary water supply.

(2) Any source of water by submerged inlet.

(3) A lawn sprinkler system.

(4) Piping which may contain sanitary waste or a chemical contaminant, including self-contained hydronic boiler systems.

(5) A fire suppression system.

(6) Any other source of potential contaminant (regardless of the source or means of connection).

118-124 Cross connection inspections.

(a) It shall be the duty of the department to inspect and re-inspect all premises, properties, or facilities served by the city water supply system where cross connections to the system are deemed possible by the department and as otherwise required by applicable cross connection laws and regulations, including, but not limited to, the approved Cross Connection Control Program. In conducting such inspections, the department shall also conform to the general requirements for inspections as provided by division 3 of this article.

(b) The frequency of inspections and re-inspections for cross connections shall be established by the department based on potential health hazards to the city water supply system and other factors as determined relevant and appropriate by the department.

118-125 Access to premises; right of entry.

(a) Notwithstanding any other provision or requirement of this article or any other applicable law or regulation, the department shall have the right to enter any premises, property, or facility for the sole purpose to inspect and examine for cross connections.

(b) The department shall be granted access to all premises, properties, or facilities at all reasonable hours to determine or confirm the possible presence of a cross connection. The department shall be granted such access to all areas of a premises, property, or facility where the department believes that there may be piping or other conveyances that could ultimately be connected to the city water supply system.

(c) Upon the department's request, the owner or occupant shall furnish the department any information regarding the piping system of the premises, as determined pertinent by the department.

(d) The owner or occupant's refusal to supply the access or information as provided by this division, at the time requested by the department, shall be a violation of this division.

(e) Further, the owner or occupant's refusal to grant access or to supply such information when requested shall be deemed evidence of the presence of a cross connection and a violation of this division, subject to such further steps and enforcement as determined necessary and appropriate by the department and as provided by applicable cross connection laws and regulations, including, but not limited to, discontinuance of service.

118-126 Discontinuance of service.

(a) The department is authorized to disconnect water service to a premises, property, or facility, after reasonable notice, for violation of any of applicable cross connection laws and regulations and to take such other precautionary measures deemed necessary to eliminate any danger of contamination of the city water supply system from cross connections or to otherwise prevent or mitigate a hazard to the public health, safety, or welfare.

(b) If the department determines that there is an existing or potential threat to the public health, safety, or welfare, including but not limited to, poisoning, the spread of disease, or contamination of the public water supply of any kind and from any source, the water service may be terminated immediately.

(c) If water service is disconnected as provided by this section, such service shall not be restored until the cross connection has been removed and any other deficiencies or potential hazards have been corrected as required by the department in accordance with applicable cross connection laws and regulations.

(d) The expense of turning off and turning on the water shall be paid by the owner.

118-127 Correction of violations.

Upon notification by the department of a violation of this division, the property owner shall promptly correct the violation in compliance with the schedule required and specified by the department. The total time allowed for completion of the necessary corrections shall be contingent upon the degree of hazard involved and include the time required to obtain and install any required equipment. The use and installation of any such equipment shall be subject to the department's prior written approval as otherwise required by this division for use and installation of protective devices. A person's failure to timely complete required corrections as required and specified by the department is a violation of this division.

118-128 Protective devices.

The department's written approval shall be obtained for any proposed backflow prevention corrective action or protective device before use or installation. All testable backflow prevention devices shall be tested upon installation and at specified periodic intervals thereafter. The department may require the filing of a backflow device test report for any installed device on a periodic basis or at such frequency as required by the department. All testing and maintenance of backflow prevention devices shall be at the owner or occupant's sole expense and shall be performed by a person or entity approved by the department. The failure to file any required report is a violation of this division and may be deemed evidence of a cross connection subject to an enforcement response by the department as otherwise provided by this article.

118-129 Fire suppression systems.

(a) All fire suppression systems that are connected to the city water supply system on the property side of the water service shall be isolated with an ASSE approved backflow prevention detector assembly approved by the department. A single check or single check detector check shall not be considered an approved backflow prevention detector assembly. The level of backflow protection required shall be commensurate with the degree of potential hazard, as determined by the department.

(b) Any fire suppression system that contains any additives will be required to be protected by an ASSE approved reduced pressure backflow prevention detector assembly.

(c) If a fire suppression system does not currently have an ASSE approved backflow prevention detector assembly, the owner of the premises shall cause an ASSE approved backflow prevention detector assembly to be installed within the shortest time feasible as required and specified by the department.

(d) If a fire suppression system has a backflow prevention device, but the device does not meet the latest backflow protection standards as provided by applicable cross connection laws and regulations or is otherwise determined inadequate by the department, the owner of the premises shall cause the fire suppression system to be upgraded to meet the latest standards in compliance with the schedule required and specified by the department.

(e) A person's failure to timely complete the installation of an ASSE approved backflow prevention detector assembly or upgrade an existing backflow prevention device for a fire suppression system as provided by this section is a violation of this division.

118-130 Piping identification.

When a secondary water source is used in addition to a public water supply system, exposed public water and secondary water piping shall be identified by distinguishing colors or tags and so maintained that each pipe may be traced readily in its entirety. If piping is so installed that it is impossible to trace it in its entirety, it will be necessary to protect the public water supply at the service connection in a manner acceptable to the department and state as required by applicable cross connection laws and regulations.

118-131 Protection of potable water supply.

The potable water supply made available on the properties served by the public water supply shall be protected from possible contamination, as specified by this division and by the state and city plumbing code. Any water outlet which could be used for potable or domestic purposes and which is not supplied by the potable system shall be labeled in a conspicuous manner as "Water Unsafe for Drinking."

118-132 Charges for inspection.

Inspection charges established from time to time by the department shall be included in the water service rates.

118-133—118-145 Reserved.

DIVISION 7. RATES AND CHARGES

118-146 Security deposits.

The department may require such cash deposits as it may deem necessary prior to installation of meters or connection of premises to the system or otherwise as security for payment of water charges.

118-147 Water rates; minimum requirements.

(a) The rates to be charged for water service shall be as established from time to time by the department. The water service rates in effect in the city on the date of the adoption of this article shall remain in effect until changed by the department.

(b) Copies of current rate schedules shall be kept on file at the department office for public inspection and distribution.

(c) Charges for water service to premises outside of the city shall not be less than the charges for comparable service to premises within the city.

118-148 Date of bills.

All charges for water supplied at meter rates for any billing period shall be due and payable on the due date shown on the bill.

118-149 Non-receipt of bills.

The department shall attempt to render bills to its users for metered water and other sundry charges. The non-receipt of the bill by the user covering such charges shall not excuse the failure of the user to pay such bill when due and payable.

118-150 Failure of meter to register; testing for accuracy.

(a) If a meter malfunctions and fails to register, including, but not limited to, instances caused by tampering with a meter or a reading device, the user shall be charged for the period of time that the meter is not registering at the average consumption for a comparable period as shown by the meter when in order, or as otherwise determined or estimated by the department.

(b) The accuracy of a meter on any premises shall be tested by the department upon written request of the owner of the premises, who shall pay in advance a fee to cover the cost of the test. If, as a result of the test, the meter is found by the department to register three percent (3%) or more water than actually passes through it, another meter will be substituted therefor, and the fee shall be repaid to the owner of the premises.

(c) If the department determines that a meter is inaccurate, the department may adjust the water bill for the current year in a manner determined appropriate the department.

118-151 Water supplied at meter rates.

If water is supplied at meter rates, there shall be a charge for all the water registered by the meter.

118-152 Frequency of billing; delinquent accounts; fees.

(a) No free service shall be furnished by the system to any person or entity. Charges for services shall be billed and collected monthly and shall be deemed delinquent if not paid pursuant to section 118-148. A late payment charge shall be the lesser of either ten percent (10%) of the balance due or ten percent (10%) of the current monthly bill which shall be added to all delinquent account balances.

(b) Amounts for security deposits and fees for services rendered by the department shall be established from time to time by the department.

118-153 All payments to be received by the department.

Payment of all charges for water and services furnished by the water supply system shall be made to the department.

118-154 Service charges constitute lien upon property.

(a) Charges for water and services furnished to a premises and expenses incurred in the installation of water service for any premises, together with delinquency fees, shall be a lien on that premises, and those charges delinquent for six (6) months or more may be certified annually for entrance of the lien on a tax roll. Such charges may be collected and the lien enforced in the same manner as general city taxes against such premises. However, in a case where a tenant is responsible for payment of the charges, and the department is so notified in writing signed by both landlord and tenant, including a true copy of the lease and an affidavit from the lessor that contains a notation of the expiration date of the lease, then the charges shall not become a lien after the date of the notice upon receipt of such notice, and the department shall render no further service to the premises until a security deposit is made. A security deposit shall consist of the average annual charge for services, with a minimum use of eight (8) CCF (one hundred (100) cubic feet) per month. Additionally, the deposit shall also include all applicable and reasonable miscellaneous fees, charges, expenses and assessments, if any. If the monthly payments for services provided are not received, the amount due will be paid from the funds on deposit. Once the funds on deposit are exhausted, service will be shut off. Service will not be re-established until any unpaid balance is paid in full and another deposit equal to the annual average charge has been paid.

(b) The lessor's affidavit shall be on a form provided by the department and shall indicate the following under oath: the date of the execution of the lease, the expiration of the lease, and a statement that, pursuant to the lease, the lessor is not liable for the payment of charges for service furnished by the water and sewer system. The lessor's affidavit shall be filed with the department. The lessor shall provide written notice to the department at least twenty (20) days prior to any change, cancellation or termination of the lease. If a lessor does not file an affidavit or fails to

provide the twenty (20) days' notice of any change, cancellation, or termination with respect to any premises in accordance with this section, then charges for service furnished by the water and sewer systems to such premises shall be a lien thereon and collected in the manner provided above. In such a case, if the charges become delinquent, service to the premises shall be subject to being immediately shutoff and the security deposit shall be applied to the delinquency unless twenty (20) days' notice was not given by the lessor of any cancellation, change in, or termination of the lease.

118-155 Appeal of overcharges.

Persons claiming to be overcharged may appeal to the department. The department shall investigate the matter and make such an examination and decision as the department finds necessary and in conformity with the established rate schedule.

118-156—118-165 Reserved.

DIVISION 8. OWNER REQUESTED WATER SHUTOFFS AND REBATES

118-166 Request to permanently discontinue water service.

If a property owner desires to permanently discontinue the use of city water on any premises, a request to that effect, stating the reasons therefor, shall be made in writing by the property owner to the department. The department will then disconnect the water at the main at the property owner's expense. The charges for supplying city water to the premises will thereafter be abated.

118-167 Turnoff during temporary vacancy.

(a) In case of the temporary vacancy of any premises, the water will be turned off at the curb stop by the department upon the written request by the owner of the premises to the department and will be turned on again upon the date specified by the owner in such request.

(b) During a temporary vacancy where water service has been shut off by the department, minimum charges will not be billed when service is off for less than half of the billing cycle provided no water is used during that period. If no water is used but service is available for at least half of the billing cycle or greater, the minimum billing will be charged. In the billing cycle where service is restored, the minimum charges will be billed if service is available for half of that billing cycle or greater.

(c) If metered premises are left unoccupied, with the water not shut off by the department, no rebate will be allowed for water registered by the meter that may leak or waste through the plumbing or fixtures.

(d) The expense of turning off and turning on the water shall be paid by the owner.

118-168—118-180 Reserved.

DIVISION 9. SERVICE OUTSIDE CITY LIMITS

118-181 Contract authorization.

The department is authorized to enter into a contract for the County of Oakland for the sale and delivery of water to any owner or occupant outside of the limits of the city, on terms more specifically set forth in this division.

118-182 Rules and regulations.

Each applicant for water service outside the city limits shall be subject to all of the provisions of this article that apply to water service within the city limits and all rules and regulations applicable to water service made by the department.

118-183 Installation expenses; advance payment; consents.

(a) Before any permits are issued for water service outside the city limits, water mains shall be duly and properly installed in the streets or highways of the adjoining property. Such installation shall be done under the supervision and inspection of the department. The expense for the supervision and inspection and installation shall be paid in advance by the applicant.

(b) Written consent of the proper local municipal authorities for the use of public highways in accordance with the terms of this division shall be placed on file with the clerk before a permit for water service outside city limits shall be issued.

118-184 Annexation of water facilities.

If any property in which mains and supply pipes using city water are located becomes annexed to the city, the main and supply pipes shall become the sole property of the department without expense to the department.

118-185—118-210 Reserved.

DIVISION 10. WATER USE RESTRICTIONS

118-211 Purpose; conditions warranting declaration of emergency.

(a) It is recognized that conditions may arise as a result of a prolonged drought, or a prolonged period of heavy water demand, or as a result of damage or breakdown of an element of the water distribution system, or a combination of such factors, that could result in a water supply emergency that would negatively affect operating flows and residual water pressures in substantial portions

of the water distribution system, with no apparent means immediately available to adequately maintain flows and pressures throughout the system.

(b) If such a situation arises, it may be in the interests of public health, safety and welfare to limit the nonessential use of water (including, but not limited to, lawn sprinkling) to preserve, to the extent possible, sufficient water pressure and flow for drinking and other essential domestic uses, and for fire safety, and essential industrial uses.

(c) The purpose of this division is to provide authority for the department to declare an emergency and limit the nonessential uses of water if determined necessary by the department.

118-212 Temporary emergency sprinkling regulations.

(a) Whenever the department receives notification from the Great Lakes Water Authority or the Michigan Department of Environment, Great Lakes, and Energy that the supply or pressure demand for water cannot be accommodated and general welfare is likely to be endangered, or conditions within the water system of the city are likely to endanger the general welfare of the city, the department shall determine that a state of emergency exists and prescribe the following emergency regulations which shall apply in the city for all properties connected to the city water system:

> Sprinkling of lawns and landscaping and all outdoor water use shall only be allowed for properties with even-numbered addresses on even-numbered dates and for properties with odd-numbered addresses on odd-numbered dates.

(b) Whenever the department receives notification from the Great Lakes Water Authority or the Michigan Department of Environment, Great Lakes, and Energy that provisions in subsection (a) of this section are not sufficient, or conditions within the water system of the city are likely to endanger the general welfare of the city, the following emergency regulations shall apply in the city for all properties connected to the city water system:

> Sprinkling of lawns and landscaping and all outdoor water use shall not be allowed.

(c) The department and the Great Lakes Water Authority shall, within 24 hours of notification, cause these regulations to be posted at the department office and publicly announced by means of broadcasts or telecasts by the stations with a normal operating range covering the city, or other means.

(d) The emergency regulations shall become effective immediately after being posted and publicly announced as provided by this section.

(e) Upon notification from the Great Lakes Water Authority or the Michigan Department of Environment, Great Lakes, and Energy that the emergency regulations are no longer necessary, the department shall cause a public announcement lifting the water restrictions.

DIVISION 11. ENFORCEMENT

118-213 Municipal civil infractions.

(a) Violation; Municipal Civil Infraction. Except as provided by section 118-214, and notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, a person who violates or fails to comply with any provision of this article (including, without limitation, any notice, order, decision or determination promulgated, issued or made by the department under this article) is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than $1,000.00 per day for each infraction and not more than $10,000.00 per day for each infraction, plus costs and other sanctions.

(b) Repeat Offenses; Increased Fines. Increased fines may be imposed for repeat offenses. As used in this section, "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision of this article (i) committed by a person within any one-year period and (ii) for which the person admits responsibility or is determined to be responsible. The increased fine for a repeat offense under this article shall be as follows:

(1) The fine for any offense that is a first repeat offense shall be not less than $2,500.00, plus costs and other sanctions.

(2) The fine for any offense that is a second repeat offense or any subsequent repeat offense shall be not less than $5,000.00, plus costs and other sanctions.

(c) Amount of Fines. Subject to the minimum fine amounts specified in sections 118-213(a) and 118-213(b), the following factors shall be considered by the court in determining the amount of a municipal civil infraction fine following the issuance of a municipal civil infraction citation for a violation of this article: the type, nature, severity, frequency, duration, preventability, potential and actual effect, and economic benefit to the violator (such as delayed or avoided costs or competitive advantage) of a violation; the violator's recalcitrance or efforts to comply; the economic impacts of the fine on the violator; and such other matters as justice may require. A violator shall bear the burden of demonstrating the presence and degree of any mitigating factors to be considered in determining the amount of a fine. However, mitigating factors shall not be considered unless it is determined that the violator has made all good faith efforts to correct and terminate all violations.

(d) Authorized Local Official. Notwithstanding any other provision of the city's laws, ordinances and regulations to the contrary, the following persons are designated as the authorized local officials to issue municipal civil infraction citations directing alleged violators to appear in district court for violations of this article (or, if applicable, to issue municipal civil infraction notices directing alleged violators to appear at a municipal ordinance violations bureau): the department, any sworn law enforcement officer, and any other persons so designated by the department or the city.

(e) Additional remedies. In addition to ordering the defendant to pay a civil fine, costs, and damages and expenses, the city and/or the department may ask the District Court to issue and enforce any judgment, writ, or order, including injunctive or other equitable relief, necessary to enforce this article, as authorized by state law.

(f) Other Requirements and Procedures. Except as otherwise provided by this section, the requirements and procedures for commencing municipal civil infraction actions; issuance and service of municipal civil infraction citations; determination and collection of court-ordered fines, costs and expenses; appearances and payment of fines and costs; failure to answer, appear or pay fines; disposition of fines, costs and expenses paid; and other matters regarding municipal civil infractions shall be as set forth in article X of chapter 86 the Pontiac Municipal Code and Act No. 236 of the Public Acts of 1961, as amended.

(g) This section shall not affect the sections provided for by any state or local law for a violator's failure to comply with a judgment of the District Court, nor shall this section in any way limit or restrict the authority of the court to enforce its orders by appropriate sanctions or actions. This section shall not restrict, limit or bar any action permitted under any other provision of law.

118-214 Criminal penalties; imprisonment.

Any person who (1) at the time of a violation knew or should have known that water of questionable quality, wastes, or other contaminants or pollutants were discharged or introduced by the person to the city water supply system contrary to any provision of this article, or contrary to any notice, order, permit, decision or determination promulgated, issued or made by the department under this article; or (2) intentionally makes a false statement, representation, or certification to the department in any form, notice, report, or record required by this article, or in any other correspondence or communication, written or oral, with the department regarding matters regulated by this article; or (3) intentionally falsifies, tampers with, or renders inaccurate any meter, protective device or water supply equipment or appurtenances required by this article; or (4) commits any other act that is punishable under state law by imprisonment for more than ninety (90) days; shall, upon conviction, be guilty of a misdemeanor punishable by a fine of

$500.00 per violation, per day, or imprisonment for up to ninety (90) days, or both in the discretion of the court.

118-215 Continuing violation.

Each act of violation, and each day or portion of a day that a violation of this article (or of any notice, order, decision or determination promulgated, issued or made by the department under this article) exists, occurs, or continues constitutes a separate and distinct violation subject to the fines, penalties and other sanctions and remedies as provided by this article.

118-216 Nuisance.

A violation of this article (or of any notice, order, decision or determination promulgated, issued or made by the department under this article) is deemed to be a public nuisance and shall be corrected or abated as directed by the department and/or the city. In addition to any other legal or equitable remedies available under the law, any person creating a public nuisance shall be subject to the provisions of state law, this article, or other ordinance of the city governing such nuisances, including reimbursing the department, the department, and/or the city, as applicable, for any costs incurred in removing, abating, or remedying the nuisance, as applicable.

118-217 Judicial relief.

The city and/or the department (in conjunction with the city's legal counsel) may institute legal proceedings in a court of competent jurisdiction to seek all appropriate relief for violations of this article or of any notice, order, decision or determination promulgated, issued or made by the department under this article. The action may seek temporary or permanent injunctive relief, damages, penalties, costs, and any other relief, at law or equity, that a court may order. The city or the department may also seek collection of fines, penalties and any other amounts due to the city, the department, or the department, respectively, that a person has not paid.

118-218 Cumulative remedies.

The imposition of a single penalty, fine, notice, or order upon any person for a violation of this article, or of or of any notice, order, decision or determination promulgated, issued or made by the department under this article, shall not preclude (or be a prerequisite for) the imposition by the city, the department, or a court of competent jurisdiction of a combination of any or all of those sanctions and remedies or additional sanctions and remedies with respect to the same violation, consistent with applicable limitations on penalty amounts under state or federal laws or regulations. A criminal citation and prosecution of a criminal action against a person shall not be

dependent upon and need not be held in abeyance during any civil, judicial, or administrative proceeding, conference, or hearing regarding the person.

118-219—118-220 Reserved.

DIVISION 12. WATER MAIN AND SEWER CONSTRUCTION

118-221 Permit required.

No water main or sanitary sewer which shall serve or be designed to serve more than one premises shall be constructed, reconstructed or altered in the city unless a permit for such construction, reconstruction or alteration is first procured from the city.

118-222 Permit application.

Application for a permit under this article shall be accompanied by complete plans, specifications and cost estimate which shall be submitted to the department for review and approval before such permit is issued. Such review will include:
(1) Checking water main plans for size of mains and adequacy of valves and fire hydrants;
(2) Checking sanitary sewers to determine proper grades with resultant self-cleaning velocities;
(3) Determining types of pipe joints and pipe materials on the basis of the characteristics of the particular area;
(4) Determining protection of pipe, width of trench and strength of pipe by depth of sewer and type of soil to be encountered;
(5) Checking sizes to determine needs for sanitary sewers;
(6) General review of cost estimate for payment of fees and inspection deposits;
(7) Review for compliance to the department standards and specifications.

118-223 Permit – issuance or denial; appeals.

If the plans and specifications are approved by the department, the water main and sewer construction permit shall be issued upon payment of the fees and inspection deposits as hereinafter provided. If the department does not approve the plans and specifications, the department shall give recommendations in writing to the applicant. The applicant may amend the plans and specifications in accordance with such recommendations.

118-224 Inspections during progress; departure from approved plans; notice of violation.

The department shall make or cause to be made all such inspections of projects under this article including the receipt of material tests and the requests for compaction tests by an approved independent testing laboratory, costs therefor chargeable to the owner, as the work progresses as

the department shall deem necessary to ensure that the sanitary sewer and water main will be built in accordance with the approved plans and specifications and in accordance with all provisions of this article and any other ordinances and regulations of applicable agencies. The department shall have the right to authorize departures from the approved plans and specifications where necessary because of unforeseen circumstances, but no departures from the approved plans and specifications shall be made without the prior knowledge and resultant charges made by the consulting engineers preparing the original plans with subsequent authorization therefor by the department. If the department shall find that the improvements are not being installed or constructed in accordance with the aforementioned standards, the department shall issue a written notice of violation requiring the installation or construction to be so corrected. In such notice the department shall specify a time limit for the correction of the violations. If the violations are not corrected within the specified time, the department or the department's representative may order all work stopped.

118-225 Review fee.

A review fee shall be paid to the department at the time an application for permit is filed under this article. A schedule of fees is available from the department.

118-226 Permit fee; final field inspection.

(a) A permit fee in an amount as established by the department shall be deposited with the department to reimburse the ordinary costs incurred by the department for inspection during water main or sewer construction. The amount of all fees shall be adjusted to meet the actual cost of inspection of the project after work is completed at which time an additional inspection fee may be required and become payable to the department or a refund made to the owner.

(b) Upon completion of the project the department shall make a final field inspection accompanied by the owner's consulting engineer and shall furnish thereto copies of wye locations of other predetermined buried outlets. The owner's engineer shall then prepare as-built drawings of the project furnishing the department with one (1) set of reproducible mylar plans thereof. Further, the owner shall provide a maintenance guarantee bond on the department's form prior to final acceptance of the work.

Sec. 3. Severability. Sections of this Article shall be deemed severable and should any section, clause or provision of this Article be declared to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Sec. 4. Saving Clause. The amendment or repeal by this Article of any ordinance or ordinance provision shall have no effect upon prosecutions commenced prior to the effective date of this Article or prosecutions based upon actions taken by any person prior to the effective date of this Article. Those prosecutions shall be conducted under the ordinance provisions in effect prior to the effective date of this Article.

Sec. 5. Conflict. Except as otherwise expressly provided, the provisions of this Article shall control in the event of any inconsistency or conflict between this Article and any other provision of any other Ordinance of the City.

Sec. 6. Publication. This Article shall be published by publishing a summary of the Ordinance in a newspaper of general circulation in the City of Pontiac, including the designation in the publication of the location in the City where a true copy of the Ordinance can be inspected or obtained, as authorized by State law.

Sec. 7. Effective Date. This Article shall become effective upon the date of publication of the notice of its adoption as provided in Section 6, above, and as certified by the Clerk, below.

Adopted this _____ day of _____, 2021, by the City Council, City of Pontiac, Michigan.

On roll call, the vote was:

Yeas:

Nays:

_____

By: _____

Certification

I, _____, Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true copy of the ordinance adopted by the City of Pontiac City Council at a regular meeting held on _____ , 2021, at _____, and that it was published in _____ on _____ , 2021.

_____ , Clerk

#6

ORDINANCE

Executive Branch

CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Mayor Deirdre Waterman, City Council President Williams and City Council Members

FROM: Matthew A Gibb, Special Counsel for Economic Development
Linnette Phillips, Director of Economic Development

DATE: September 16, 2021
For the Council Session of September 21, 2021

RE: **OPTION TO PURCHASE AND DEVELOP PERDUE SCHOOL**

1. **RESOLUTION TO SET PUBLIC HEARING REGARDING OPTION TO PURCHASE PERDUE SCHOOL**

2. **FIRST READING ON ORDINANCE FOR PAYMENT IN LIEU OF TAXES**

(THESE REQUIRE SUSPENSION OF COUNCIL RULES)

BACKGROUND

1. Ownership - The City of Pontiac became the owner of 25 S Sanford Street (known as "Perdue School") as a part of the Global Settlement Agreement between the City and Charles Stephens. In December 2020, the City abided by the terms of the Global Settlement and paid the sum of $600,000 as a credit against the Global Settlement, and Charles Stephens deeded the school property to the City. The City of Pontiac now owns the entire site.

2. Value – The value paid by the City under the Global Settlement was set as a part of the overall closing of the Ottawa Towers Global Settlement, it was not based upon market value. The market value of the property is likely **ZERO.** The basis of claiming the property has no value is the fact that it is heavily contaminated with mold and other issues and would require both demolition and the remediation of environmental materials. The costs of demo and site cleaning exceed the value of the building and the property.

At best, the property could produce a value of $80,000 based upon comparable properties.

Council is being asked to consider approval of the Option to Purchase and the Payment in Lieu of taxes Agreement that is needed to support the Project. Procedurally this is done in the following steps:

1. Option to Purchase. The Council needs to suspend the rules at its September 21st meeting and set a public hearting on the Option for September 28, 2021 (its regular formal meeting) where approval or rejection of the Option would occur.

   CHN has a October 1, 2021 deadline to apply to the State for financing, so if approved on September 28th the document would be executed and provided to meet that timeline.

2. Payment in Lieu of taxes. The project, being contaminated and requiring significant diligence would seek a PILOT agreement as CHN has done in the past. That process includes an Ordinance and an Agreement. At the September 21st meeting the Council would suspend the rules and declare the first reading held. At the September 28 meeting the Council could adopt the ordinance and approve the Agreement.

<u>What's being considered?</u>

1. OPTION TO PURCHASE

The Community Housing Network (CHN) has offered to purchase the property from the City for $600,000. The Offer is attached. It was not solicited by the City. The City currently has no policy on handling unsolicited offers, so this is in the discretion of the Council. The Charter allows for the sale of property after the public has an opportunity to comment at a noticed meeting, which the City Attorney has directed can be a regular session of Council.

Key provisions

1. Purchase Price – CHN has offered $600,000 to purchase property in its "as is" condition, subject only to diligence for a housing project on the site.

   Deposit – CHN will make a $5,000 non-refundable deposit upon approval and execution. They will then make a $10,000 non-refundable deposit upon approval of the necessary tax credits from MSHDA. The City will retain this even if the final financing is not approved.

2. Due Diligence – CHN intends to the demolish the building to build 76 Unit Affordable housing development. They will be seeking MSHDA financing and have included the following concept of financing:

   "The primary financing mechanisms expected to be utilized are 4% and 9% housing tax credits which will ensure long-term affordability of the new units. The timeline for the process of applying for, securing, and closing on this type of funding is lengthy yet CHN has a demonstrated history of success in funding and completing these types of developments. A relevant example is CHN's Jefferson Oaks community in Oak Park, Michigan, which combined the adaptive reuse of the former Thomas Jefferson school and new construction units surrounding the school. "

3. Maintenance and Liability - During the term of the option, CHN will be responsible for all maintenance (e.g. lawn cutting, snow removal, fencing, security) and will assume liability for the property.

4. Non-Assignment to an Unknown Developer – The City is well acquainted with the quality of work and reputation of CHN, as such it is confirmed that CHN can only assign the Option to entities sunder its direct control, meaning those that would be owned by CHN but might have a different name.

RECOMMENDATION

The Perdue School site is a very challenging project, requiring a firm with expertise in demolition and construction of housing for the City. If the City were to market the property for sale it can expect to obtain not more than $80,000 for the site. Because of the unique qualifications of CHN in obtaining state and other support for the project, and the continuing need in the City for affordable housing, they can offer the price which makes the City whole on this property following the forced Global settlement with Charles Stephens.

Economic Development strongly recommends accepting the Option and directing the Mayor to execute the Agreement to meet the deadlines of CHN

PROPOSED RESOLUTION REGARDING THE OPTION IS ATTACHED

Item Two (2) on next page

2. PAYMENT IN LIEU OF TAXES AGREEMENT

The Perdue Place project consists of 76 affordable housing units and a community building. The project is described in the materials attached and will be presented at the September 21st meeting by CHN. As with prior CHN based housing projects in the City, there is a need to finance the project through tax credits and MSHDA based programming.

The PILOT Agreement

a. The proposed Payment in Lieu of Taxes Agreement provides a 47 year (the statutory maximum is 50years) schedule, with initial payments calculated as follows:

		Calculation	Non-City	City Portion
Gross Rents - 76 units		894,960		
Less Vacancy	8%	(71,597)		
Less Landlord Paid Utilities		(43,000)		
Less Water & Sewer		(53,200)		
Net Collected Rents		727,163		
PILOT Percentage		4%		
PILOT Payment		29,086.53	20,733.77	8,352.75
Improved Cash Flow for City of Pontiac				**504.33%**

The property currently creates ZERO revenue to the City. The life of the PILOT would generate $612,000 to the City, plus the residual economic impact of 76 new housing units.

b. Agreement Safeguards. As was approved and included in the recent McCarroll School (Glenwood) PILOT project, the City has demanded and obtained approval of several safeguards:

a) *Contracted Trades*. For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors

having their principal place of business in Pontiac or individual trade laborers residing in the City.

b) *Workforce Development*. Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

c) *Security Plan*. Developer shall provide a Security Plan including security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement.

Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management.

d) *Affordability*. Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.

e) *Management and Maintenance*. Day to Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption grated herein. As such;

(i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

(ii) The City may inspect the Project for ordinance, code or other lawful purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official.

(iii) The Developer shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than $10,000 to the Project,

whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.

4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use, such report being a summary report of all quarterly reports.

f) *Programming and Access*. That portion of the Project consisting of a community center for the residents of the Development shall also be made available, subject to scheduling and programing, to the City's youth recreation and senior programing departments to be used as a satellite for enrichment and growth opportunities.

RECOMMENDATION

Economic Development strongly recommends that the needed PILOT Agreement be accepted and provided to CHN as part of their attempt to secure State support through MSHDA for the redevelopment of this site.

Affordable housing continues to be a dynamic challenge for the City and the quality and past reputation of the projects completed and managed by CHN give confidence that this will be a substantial asset to the City.

COUNCIL MUST SUSPEND THE RULES AT THE SEPTEMBER 21, 2021 MEETING AND DECLARE THE FIRST READING HELD OF THE ATTACHED ORDINANCE. THE PAYMENT IN LIEU OF TAXES AGREEMENT MAY BE FINALLY CONSIDERED AT THE COUNCILS FORMAL SESSION OF SEPTEMBER 28, 2021 (ALLOWING ANY FINAL QUESTIONS OF POINTS OF INTEREST TO BE RESOLVED OR INCLUDED)

Perdue Place Presentation

Pontiac City Council
September 21, 2021

Community
HOUSING NETWORK

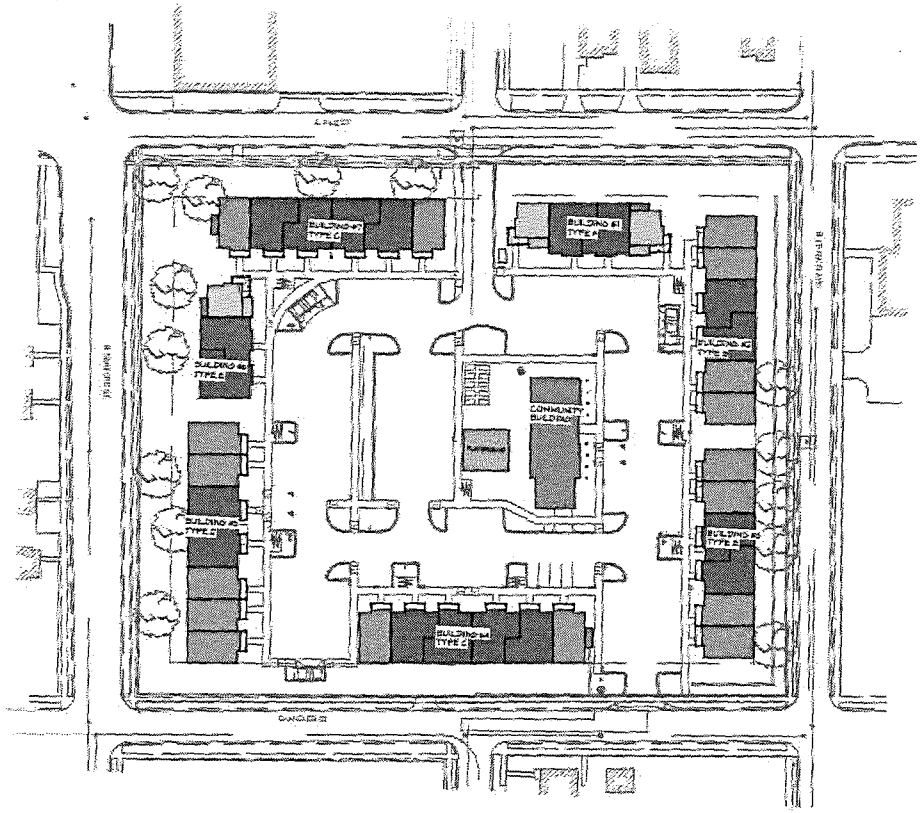
Opening Doors • Transforming Lives®

Perdue Place Development

- Community Housing Network (CHN) is proposing the creation of Perdue Place, which will consist of 76 one, two and three bedroom new construction rental apartments constructed on the site of the Perdue School at 25 S. Sanford St.
- After extensive reviews by engineers, architects, environmental contractors and construction contractors the determination was made that the existing school building cannot be repurposed. Plans call for the building to be demolished to make way for the new development.
- Total development cost of the new community will represent a $25 million+ investment in the city.

Site Plan

Planning Commission gave Preliminary Approval at the 9/8/2021 Meeting



Elevations

2 PR1.1 BUILDING TYPE A -STREET SIDE ELEVATION

2 PR2.3 BUILDING TYPE B - STREET SIDE ELEVATION

Community Building

4,000+ square feet with leasing office, services offices, large meeting space for resident and community programming

Previous CHN Developments

Unity Park Rentals – Pontiac

Unity Park Rentals features 79 one, two, three and four bedroom single family homes built over fives phases, with a community building at Auburn and Roselawn

Previous CHN Developments

Jefferson Oaks – Oak Park

Jefferson Oaks features the adaptive reuse of the former Thomas Jefferson school, with 20 one and two bedroom apartments in the school and 40 three and four bedroom townhome units built across the remainder of the site

Previous CHN Developments

Erin Park – Eastpointe

Erin Park features 52 duplex units in 26 buildings. There is a large community room which is identical to what is being proposed for Perdue Place.

Previous CHN Developments

Grafton Townhomes – Eastpointe

Grafton Townhomes features 48 two and three bedroom townhomes and community space.

Development Timeline

- CHN is hopeful of applying to the Michigan State Housing Development Authority for tax credit funding on 10/1/2021
- If the application is approved, which is anticipated approximately February 2022, CHN will begin work immediately on closing the financing
- Demolition of the school could begin in September 2022, with site work and construction commencing shortly after
- Construction completion and full lease up is anticipated by late fall 2023

Next Steps –

9/21 and 9/28/2021 Council Meetings

- Introduce, discuss and seek approval of PILOT ordinance and development agreement
- Introduce, discuss and seek Option Agreement approval
- Seek approval of contingent Rezoning

Questions?

For questions that have not been answered tonight, please contact C.J. Felton, CHN Director of Real Estate Development, at cjfelton@chninc.net or by phone at 734-812-8960.

Community
HOUSING NETWORK

Opening Doors • Transforming Lives®

Perdue Place
Community Housing Network, Inc.
76 Multifamily Rental Units

Sample Tax Summary in Pontiac
$100,000 Taxable Value (SEV)

		All Taxes	City Portion
		100	
County Operating	4.19000	419.00	-
County Pk & Rec	0.241500	24.15	-
HCMA	0.214600	21.46	-
OCPTA	1.000000	100.00	-
Zoo	0.100000	10.00	-
Art Institure	0.200000	20.00	-
Oakland Intermediate Sch Allocated	0.20030	20.03	-
Oakland Intermediate Sch Voted	3.16870	316.87	-
Oakland Comm College Voted	1.58440	158.44	-
State Education	6.00000	600.00	-
School Operating	18.00000	1,800.00	-
School Debt	3.87000	387.00	-
CVT Operating	11.27370	1,127.37	1,127.37
CAP IMP	1.40910	140.91	140.91
Sanitation	2.81830	281.83	281.83
Library	1.00000	100.00	-
Senior Services	0.50000	50.00	50.00
MESSA Judgment	0.34240	34.24	-
Admin Fee	-	56.11	56.11
Total Estimate	56.1130	5,767.41	1,656.22
		City Portion -	28.7%

PILOT Calculation

		Calculation	Non-City	City Portion
Gross Rents - 76 units		894,960		
Less Vacancy	8%	(71,597)		
Less Landlord Paid Utilities		(43,000)		
Less Water & Sewer		(53,200)		
Net Collected Rents		727,163		
PILOT Percentage		4%		
PILOT Payment		29,086.53	20,733.77	8,352.75

Improved Cash Flow for City of Pontiac **504.33%**

Perdue Place
Community Housing Network, Inc.
76 Multifamily Rental Units

PILOT Projections

	Year	Projected Rent Increase %	Total PILOT Amount	Non-City Portion	City Portion	Total Payments To Pontiac
PILOT Approved						
	2021			Development Time		
	2022			Construction and Lease up Time		
PILOT Starts						
Year 1	12/31/2023	n/a	29,087	20,734	8,353	8,353
Year 2	12/30/2024	1.00%	29,377	20,941	8,436	16,789
Year 3	12/30/2025	1.00%	29,671	21,151	8,521	25,310
Year 4	12/30/2026	1.00%	29,968	21,362	8,606	33,916
Year 5	12/30/2027	1.00%	30,268	21,576	8,692	42,607
Year 6	12/29/2028	1.00%	30,570	21,791	8,779	51,386
Year 7	12/30/2029	2.00%	31,182	22,227	8,954	60,341
Year 8	12/30/2030	2.00%	31,805	22,672	9,133	69,474
Year 9	12/30/2031	2.00%	32,441	23,125	9,316	78,790
Year 10	12/29/2032	2.00%	33,090	23,588	9,502	88,293
Year 11	12/30/2033	2.00%	33,752	24,059	9,693	97,985
Year 12	12/30/2034	2.00%	34,427	24,541	9,886	107,872
Year 13	12/30/2035	2.00%	35,116	25,031	10,084	117,956
Year 14	12/29/2036	2.00%	35,818	25,532	10,286	128,242
Year 15	12/30/2037	2.00%	36,534	26,043	10,492	138,733
Year 16	12/30/2038	2.00%	37,265	26,564	10,701	149,434
Year 17	12/30/2039	2.00%	38,010	27,095	10,915	160,350
Year 18	12/29/2040	2.00%	38,770	27,637	11,134	171,484
Year 19	12/29/2041	2.00%	39,546	28,190	11,356	182,840
Year 20	12/29/2042	2.00%	40,337	28,753	11,583	194,423
Year 21	12/29/2043	2.00%	41,144	29,328	11,815	206,239
Year 22	12/28/2044	2.00%	41,966	29,915	12,051	218,290
Year 23	12/28/2045	2.00%	42,806	30,513	12,292	230,582
Year 24	12/28/2046	2.00%	43,662	31,123	12,538	243,121
Year 25	12/28/2047	2.00%	44,535	31,746	12,789	255,910
Year 26	12/27/2048	2.00%	45,426	32,381	13,045	268,955
Year 27	12/27/2049	2.00%	46,334	33,029	13,306	282,261
Year 28	12/27/2050	2.00%	47,261	33,689	13,572	295,832
Year 29	12/27/2051	2.00%	48,206	34,363	13,843	309,676
Year 30	12/26/2052	2.00%	49,170	35,050	14,120	323,796
Year 31	12/26/2053	2.00%	50,154	35,751	14,403	338,199
Year 32	12/26/2054	2.00%	51,157	36,466	14,691	352,889
Year 33	12/26/2055	2.00%	52,180	37,195	14,984	367,874
Year 34	12/25/2056	2.00%	53,224	37,939	15,284	383,158
Year 35	12/25/2057	2.00%	54,288	38,698	15,590	398,748
Year 36	12/25/2058	2.00%	55,374	39,472	15,902	414,649
Year 37	12/25/2059	2.00%	56,481	40,262	16,220	430,869
Year 38	12/24/2060	2.00%	57,611	41,067	16,544	447,413
Year 39	12/24/2061	2.00%	58,763	41,888	16,875	464,288
Year 40	12/24/2062	2.00%	59,938	42,726	17,212	481,500
Year 41	12/24/2063	2.00%	61,137	43,580	17,557	499,057
Year 42	12/23/2064	2.00%	62,360	44,452	17,908	516,965
Year 43	12/23/2065	2.00%	63,607	45,341	18,266	535,231
Year 44	12/23/2066	2.00%	64,879	46,248	18,631	553,862
Year 45	12/23/2067	2.00%	66,177	47,173	19,004	572,866
Year 46	12/22/2068	2.00%	67,500	48,116	19,384	592,250
Year 47	12/22/2069	2.00%	68,850	49,079	19,772	612,022

CITY OF PONTIAC CITY COUNCIL

PERDUE PLACE

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE

ADOPTED: _____, 2021

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*; the "Act").

THE CITY OF PONTIAC

ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the **"Tax Exemption Ordinance-for Perdue Place."**

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor: Community Housing Network, a Michigan non-profit corporation, has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan StateHousing Development Authority, to own and operate a 76 unit housing project identified as PERDUE PLACE on certain property located at 25 S. Sanford in the City (tax parcel number: 14-28-455-001) to serve low income persons and families, and that the Sponsor has offered to pay the City, on accountof this housing project, an annual service charge for public services in lieu of all ad valorem property taxes.

SECTION 3. Definitions.

A. "Authority" means the Michigan State Housing Development Authority.

B. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities (as hereafter defined).

C. "LIHTC Program" means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

D. "Low Income Persons and Families" means persons and families eligible to move into a housing project.

E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.

F. "Sponsor" means Community Housing Network, a Michigan non-profit corporation, and any entity that receives or assumes a Mortgage Loan.

G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Perdue Place is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as ***Perdue Place*** and the property on which will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shallbe equal to 4% of the Annual Shelter Rent actually collected by the housing project during each operatingyear.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equalto the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1st of the operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq.).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as: (i) the Sponsor obtains a Mortgage Loan on or before June 30, 2024; (ii) a Mortgage Loan remains outstanding and unpaid; and (c) the housing project remains subject to income and rent restrictions under the LIHTC Program but in no case longer than45 years from the date of the certificate of occupancy issued by the City for the housing project.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any sectionor provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

Section 12. Effective Date.

This Ordinance shall become effective on_____, 2020, as provided in the City Charter.

By: _____

CITY CLERK

#7

RESOLUTION

Resolution of the Pontiac City Council

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

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

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

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

WHEREAS, the Clerk has selected Robert Charles Davis., Esq., Davis Listman. PLLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed $50,000.00, and;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council approves the agreement between the City of Pontiac and Davis Listman, PLLC to serve as the Professional Expert-Legal Advisor to the City Clerk at a cost not to exceed $50,000.00 and authorizes the Mayor to sign the agreement.

DBS DAVIS BURKET SAVAGE LISTMAN
Attorneys at Law

ROBERT CHARLES DAVIS
t: (586) 469-4300
f: (586) 469-4303
rdavis@dbsattorneys.com
www.dbsattorneys.com

September 14, 2021

Dear Interim City Clerk Doyle:

Thank you for the opportunity to serve as "Professional Expert — Legal Advisor to the City Clerk" under the City of Pontiac Medical Marihuana Ordinance 2357(B) (the "Representation"). The engagement terms of this letter are set forth below.

Client. The client in this matter will be the City of Pontiac/City Clerk (the "Client"). This engagement does not create an attorney client relationship with any other person or entity. The point of contact will be the City Clerk or others if designated by the City Clerk.

Scope of Engagement.

(1) Complete a compliance review of scored provisioning center applications to ensure criteria has been consistently applied by members of the scoring team. The City Clerk shall, in all cases be the decision maker with respect to any scoring decision.

(2) Assist the Pontiac City Clerk in developing the medical marihuana facilities renewal application and instructions for grower, processor, secure transporter and safety compliance facilities.

(3) Assist the Pontiac City Clerk in developing the medical marihuana facilities renewal application and instructions for provisioning center facilities.

In the course of the Representation, we will provide legal advice to the City Clerk, in his official capacity, in connection with his duties under the City of Pontiac Medical Marihuana Facilities Ordinance 2357(B) and matters related thereto. This includes legal advice with regard to applications for marihuana permits in the City or Pontiac.

Conflicts of interest and Disclosure. Davis Listman, PLLC, including its owner(s), employee(s), and consultants (collectively "Davis Listman") agrees that it will not represent any (1) organization, (2) individual with an ownership interest in an organization, or (3) individual, submitting an application for a marihuana facility license with the City of Pontiac. Davis Listman further agrees that it will not review, analyze, or grade any application for any (1) organization, (2) individual with an ownership interest in an organization, or (3) Individual, submitting an application for a marihuana facility license with the City of Pontiac, that it has previously represented in any capacity. To the extent permissible pursuant to the. Michigan Rules of Professional Conduct, Davis Listman further agrees that it will provide disclosure of any such previous representation including (1) the client previously represented, (2) the nature of the representation, and (3) the time period of the previous representation. Such disclosure shall be updated on an ongoing basis as necessary.

Davis Listman has been retained by clients in the marijuana industry. It has not offered any legal advice to any client pertaining to any issue in the City of Pontiac and, it is not currently aware of any of those clients applying for a license in Pontiac. Davis Listman is not terminating its relationship with any clients should it turn out that the client has applied in Pontiac. It will disclose the relationship to Pontiac and advise Pontiac to use another law firm to serve as "Professional Advisor to City Clerk" to review any matter relating to that client.

During the course of this engagement, Davis Listman, PLLC and Robert Charles Davis, Esq, are prohibited from providing any legal representation for the City of Pontiac in any capacity other than as identified herein.

Rates and Charges. In order to manage costs, Mr. Robert Charles Davis will be principally responsible for the Representation. Other attorneys and professional staff may be utilized as appropriate. A short bio of Mr. Davis is attached. Hourly rates will be as follows:

$200.00 per hour for Robert Charles Davis and Firm Associates
$90.00 per hour for staff, if necessary

The cost for this Representation will not exceed $50,000 unless otherwise agreed upon. Invoices will be addressed to the City of Pontiac, c/o Interim City Clerk Garland Doyle, 47450 Woodward Ave, Pontiac, MI 483.42. There will be no increase in the rates set forth above. During the term of the Representation, out of pocket expenses, if any, will be sent directly to the Client for payment. A detailed invoice will be provided on monthly basis and due net 30 days. If necessary, costs or collection, including attorney fees, are chargeable to the Client.

Federal Law. As you are aware, marihuana is currently still illegal under federal law. The laws of the State of Michigan and the City of Pontiac that allow for medical marihuana are not recognized by the federal government or by federal law enforcement authorities. State and local law has no effect on applicable federal laws, which may impose criminal and civil penalties for the possession, transportation, sale, or distribution of marihuana or for any activity related to marihuana products, services, businesses, or other activities. We are not providing any advice with respect to any federal law, including federal marihuana laws, implicated by the City of Pontiac's decision to regulate and license medical marihuana facilities.

Other Legal Matters. We are Special Counsel to the Client. We only represent the Client to the extent provided herein. We will not provide advice, including legal advice, on any matter outside the scope of this letter. Client should contact its General Counsel on any matters falling outside the scope of the Representation.

Dispute Resolution. If any dispute arises regarding the services provided to the Client by us or the charges for those services and related expenses, then we and the Client will first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to a third-party neutral the facilitator in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved in mediation, the dispute shall be settled through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award may be entered in any court competent jurisdiction, The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Client and we agree that neither is

entitled to or shall request punitive or exemplary damages and that the arbitrators shall not have the authority to award such damages or any damages in excess of actual pecuniary damages.

Termination. The City of Pontiac, by resolution of City Council, or Robert Charles Davis, by written notice to the City Clerk, may terminate this engagement at any time, with or without cause, upon 30 days notice to the other party, whereupon a final invoice will be provided and all accounts settled.

Document Retention. Generally, a client must be given advanced written notice of an attorney's intent to destroy retired files. It is our policy to destroy a file alter a period of three (3) years from the last service date. By agreeing to this Representation, Client consents to the destruction of the closed tile after three (3) years, without advanced written notice to the Client of our intention to destroy the file. Should you wish a copy of that file before that deadline, the obligation of contact resides with the Client.

Please sign below and return this letter to me electronically or by mail. By signing this letter, you acknowledge that you have read, understood, consent to, and have had the opportunity to consult with independent counsel regarding the terms of this letter, and that you have the actual authority to enter into this Representation.

Very truly yours,

Davis Listman, PLLC

By: _____
Robert Charles Davis

RCD/tmj

Terms and Conditions Approved By:

The City of Pontiac

By: _____
Deirdre Waterman, Mayor of Pontiac

ROBERT CHARLES DAVIS

WORK: (586) 469-4300
EMAIL: RDAVIS@DBSATTORNEYS.COM

EDUCATION

University of Detroit School of Law
Degree: Juris Doctor, December 1986

Central Michigan University
Degree: Master of Arts, Public Administration, August 1983

U.S. Merchant Marine Academy, Kings Point, New York
Degree: Bachelor of Science, Nautical Science, June 1981

Commissioned Officer, Lieutenant J.G., U.S. Coast Guard, June 1981

WORK EXPERIENCE

Davis Burket Savage Listman
September 1, 2006 - Present

Litigation and appellate practice with focus on municipal, environmental and land use matters.

MUNICIPAL LEGAL SERVICES

General Counsel, Addison Township, 2010 to Present
General Counsel, Village of Oxford, 2013 to Present
General Counsel, City of Marine City, 2016 to Present
General Counsel, Village of New Haven, 2006-2013
General Counsel, Southeastern Oakland County Resource Recovery Authority, 2001 to Present
General Counsel, Southeastern Oakland County Water Authority, 2001 to Present
General Counsel, Washtenaw Regional Resource Management Authority
Special Counsel, Macomb Township, 2017 to Present
Special Counsel, Washtenaw County, 2016 to Present

ACADEMIC AND APPELLATE PRACTICE EXPERIENCE

Adjunct Professor -- University of Detroit Mercy School of Law

(a) Law of Hazardous Waste. Initial course development and instruction.

(b) Michigan Water Law. Initial course development and instruction.

Client And/Or Attorney References Available Upon Request

Lead counsel through Trial and Appeal on attached Case Listing

114 cases to Michigan Court of Appeals
38 cases to Michigan Supreme Court
5 cases to 6th Circuit Court of Appeals
3 cases to United States Supreme Court

#8

RESOLUTION

CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO SCHEDULE A PUBLIC HEARING REGARDING OPTION TO PURCHASE PERDUE SCHOOL

Whereas, the City of Pontiac has received an offer from the Community Housing Network to enter into an option agreement to purchase the 25 S. Sanford Street, Pontiac, Michigan also known as Perdue School; and

Whereas, the option agreement provides that the property will be sold by the City of and purchased by the Community Housing Network for a purchase price of $600,000.00 as well as other considerations; and

Whereas, Administrative staff has determined the option agreement to be in the best interests of the City; and

Whereas, Pontiac Charter Section 3.113, *Transfer of City Property; Contracts*, requires public notice and hearing prior to the sale or disposal of City-owned property;

Now, Therefore, the City Council of the City of Pontiac sets a public hearing regarding the potential sale of 25 S. Sanford Street, Pontiac, Michigan also known as Perdue School to be held at the City Council meeting to be held on September 28, 2021, and further directs the City Clerk to publish notice of same in a paper of general circulation.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of _____, 202.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2021.

_____
GARLAND DOYLE, City Clerk

Dated: _____, 2021

OPTION AGREEMENT

This Option Agreement ("Agreement") is made and entered into this _____ day of _____, 2021, between the City of Pontiac, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereinafter, "Optionor") and Community Housing Network, Inc., a Michigan nonprofit corporation, with offices located at 5505 Corporate Dr. Suite 300, Troy MI 48098 (hereinafter "Optionee").

Recitals:

WHEREAS, Optionor is the owner of certain property located at 25 S Sanford St, Pontiac, Michigan 48342, being Property ID #14-28-455-001, more particularly described on the attached **Exhibit A** incorporated herein by reference (the "Property");

WHEREAS, Optionee desires to obtain an exclusive option to purchase the Property from Optionor and Optionor is prepared to grant to Optionee such option, all as hereinafter defined.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant; Term of Option**. Optionor grants to Optionee the exclusive option to purchase the Property (the "Option") for the Purchase Price described below, subject to the terms and conditions hereof. This Option is effective from the date above set forth ("Effective Date") until 5:00 p.m. on the 31st day of March, 2023 (the "Term"). In the event Optionee does not timely and properly exercise the Option prior to the expiration of the Term, this Agreement shall automatically terminate without notice to Optionee and thereafter shall be of no force or effect. In addition, if Optionee exercises the Option timely and properly but fails to timely consummate the purchase of the Property in accordance with the terms of this Agreement through no fault of Optionor, Optionee's rights hereunder shall be of no further force and effect and if such failure constitutes a default by Optionee hereunder, Optionor may pursue those remedies available to Optionor as are provided herein, at law or in equity. Any exercise of the Option shall be strictly in accordance with the terms hereof.

2. **Initial Earnest Deposit/Option Payment**. Within five (5) business days of the Effective Date, the Optionee shall pay to the Optionor an initial deposit amount of Five Thousand and 00/100 Dollars ($5,000.00) (the "Option Payment"). In the event the Option Payment is not received by the Optionor when specified, the Optionor may terminate this Agreement and the parties shall have no further obligations hereunder. The Option Payment will become non-refundable when Optionee

obtains a reservation of Section 42 tax credits from the Michigan State Housing Development Authority (MSHDA) or May 15, 2022, whichever occurs earliest.

3. **Second Earnest Deposit**. Within 5 days of the Optionee obtaining a reservation of Section 42 tax credits from MSHDA or May 15, 2022, whichever occurs earliest, the Optionee shall pay to the Optionor an additional Earnest Deposit amount of Ten Thousand and 00/100 Dollars ($10,000.00) (the "Second Earnest Deposit"). Except at set forth in this Agreement the Second Earnest Deposit will become non-refundable upon the Optionor's receipt. In the event the Second Earnest Deposit is not received by the specified time, the Optionor may terminate this Agreement and the parties shall have no further obligations hereunder.

4. **Option Extension**. The Optionee shall have the right to extend the Term of this Option upon written notification to the Optionor for one (1) additional period of sixty (60) days. To extend, the Optionee shall notify the Optionor of this election in writing at least 10 days prior to the expiration of this Option.

5. **Method of Exercising Option**. To exercise this Option, the Optionee shall notify the Optionor in writing that is it exercising the Option and such notice shall be received by the Optionor on or before the expiration of the Term of this Option.

6. **Purchase Price**. The total purchase price ("Purchase Price") of the real property upon exercise of this Option Agreement shall be an amount equal to Six Hundred Thousand Dollars and Zero Cents ($600,000).

7. **Title**. Within 30 days of the Effective Date, Optionee shall order a Title Commitment for an Owner's Policy of title insurance naming the Optionee as the proposed insured with coverage in the amount of the Purchase Price of $600,000. Within thirty (30) calendar days of receipt of the Title Commitment, the Optionee shall notify the Optionor in writing of any restrictions, reservations, limitations, easements, liens, and other conditions of record (the "Title Defects"), disclosed in the Title Commitment that would unreasonably interfere with the Optionee's proposed use of the Property. Should the Optionee notify the Optionor of any such Title Defects, the Optionor shall have thirty (30) calendar days to cure or remove same. If such reasonable objections are not cured within such thirty (30) day period, the Optionee may, at the Optionee's option, terminate this Agreement, or alternatively set a date with the Optionor to extend the time period to cure the Title Defects. In the event such reasonable objections are not cured within such thirty (30) day period, or any extension thereof, and the Optionee elects not to waive its title objections, the Optionee may terminate this Agreement, the Option Payment and all Earnest Deposits shall be returned, and neither party shall have any further responsibility or liability hereunder the Agreement.

8. **Survey**. Within thirty (30) days of the Effective Date, Optionee may (but shall have no obligation to) order a Property survey ("Survey"). Optionee shall provide the results of any Survey to Optionor within three (3) days of receiving same. Optionee shall have thirty (30) days to notify Optionor in writing of any objections to the Survey that will, in its reasonable judgement, hinder its intended use of the Property. Optionee shall be deemed to have accepted the Property with respect to all matters within the Survey in the absence of a timely and proper objection. Optionor shall have thirty (30) days after receiving written notice of any objections to cure the objections, if it chooses to do so. If Optionor does not cure the objections, Optionee may either: (i) accept the

Property as set forth in the survey without reduction in purchase price, or (ii) terminate the Agreement, receive a refund of the Option Payment and all Earnest Deposits, and neither Optionor nor Optionee shall have any further obligations under this Agreement. If Optionee obtains a Survey, with the parties' mutual consent, the legal description contained in such Survey may be used for all documents related to this transaction.

9. **Right to Enter Property**. From and after the Effective Date, Optionor agrees that Optionee and its agents and representatives shall, subject to arranging all onsite visits with Optionor, be entitled to enter upon the Property for inspection, soil tests, examination, land-use planning and for any due diligence investigation relating to Optionee's proposed ownership of the Property. As to any such investigation, Optionee shall restore the Property to the same condition as existed prior to any such investigation (which obligation shall survive the termination hereof), and shall not: (i) perform any invasive tests without Optionor's prior consent or (ii) interfere with the possessory rights of Optionor. Optionee shall indemnify and hold harmless Optionor from and against, and to reimburse Optionor with respect to any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) asserted against or incurred by Optionor by reason of or arising out of any such on-site investigation, it being acknowledged that all such obligations shall survive Closing or the termination of this Agreement. Upon request, Optionee shall provide evidence of liability insurance which shall supplement Optionee's indemnity obligation.

10. **Due Diligence Period**. The Optionee shall use the Term of Option to conduct such investigations as the Optionee deems necessary in order to determine whether the Property is suitable for the Optionee's intended use. Such due diligence may include, but shall not be limited to:

(a) Investigating the availability of utility services, including but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone service, with sufficient capacity to meet the Optionee's requirements for such utility services;

(b) Investigating all applicable zoning ordinances, regulations, building codes and restrictions to determine whether such will permit use of the Property for the Optionee's intended use;

(c) Making soil tests, borings and other environmental, engineering and architectural tests to ascertain that the Property is suitable for construction of the improvements contemplated by the Optionee;

(d) Determining whether the City of Pontiac will approve a site plan and issue a building permit for the facility or project the Optionee desires to construct on the Property;

(e) Determining whether the City of Pontiac will approve a Payment In Lieu of Taxes Ordinance for the project the Optionee desires to construct on the Property;

(f) Receipt of a Commitment and/or Reservation of Section 42 tax credits from the Michigan State Housing Development Authority in an amount satisfactory to Optionee;

(g) Receipt of a Commitment for a mortgage loan in an amount satisfactory to Optionee;

(h) A current appraisal supporting the Purchase Price;

(i) That the Optionee has obtained the approval of all parties for the transaction contemplated by this Agreement.

Upon the exercise of the Option, Optionee shall be deemed to have satisfied and waived the contingencies set forth in this Section 9.

11. **Property Maintenance.** Optionee agrees to perform lawn maintenance and snow removal on the Property and assume financial responsibility for compensating parties to complete this work, from the date the Agreement is fully executed through Closing. Optionor agrees that all property maintenance expenses incurred by the Optionee during the term of the agreement will be credited to the Optionee at Closing.

12. **Conditions to the Optionee's Obligation to Close.** In addition to all other conditions set forth in this Agreement, the obligation of the Optionee to consummate the purchase/sale contemplated hereunder shall be contingent upon the following:

(a) Optionor's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) As of the Closing Date, Optionor shall have performed its obligations hereunder in all material respects and all deliveries to be made at Closing by Optionor shall have been tendered;

(c) As of the Closing Date, there shall exist no pending action, suit or proceeding with respect to Optionor before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transaction contemplated hereby.

13. **Assignment.** Optionee shall have the right to assign this Option Agreement to controlled entities to be formed by providing written notice to Optionor.

14. **Closing.** Prior to the Closing of the sale, it shall be the responsibility of the Optionee to (i) meet the applicable deadlines (ii) procure the necessary approvals and (iii) cause the appropriate closing documents to be prepared. The Closing of the sale shall occur by the payment of the Purchase Price by the Optionee, less any previously paid Option Payment and Earnest Deposits, and by the execution and delivery of a Warranty Deed by the Optionor. This sale shall be closed no later than September, 2023. Possession shall be delivered at the time of Closing, unless delivered prior to Closing by the mutual consent of both parties.

15. **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when physically delivered or three (3) days after having been deposited in the United States Mail, addressed to the recipient as follows:

If to Optionor:

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

If to Optionee:

Michelle Brinkmann
Vice President of Real Estate
Community Housing Network, Inc.
5505 Corporate Dr. Suite 300
Troy, MI 48098

16. **Successors and Assigns**. This Option agreement shall inure to the benefit of the parties' successors and assigns.

17. **Due Diligence Items**. As soon as reasonably possible following the Effective Date, the following items (collectively, the "Due Diligence Items") shall be obtained by and/or delivered to the Optionee:

(a) Optionor shall deliver to Optionee a copy of any existing environmental reports of the Property, if any, in Optionor's possession.

Optionee acknowledges and agrees that except for such items which are in the public records, the Due Diligence Items are proprietary and confidential in nature and have been or will be made available to Optionee solely to assist Optionee in determining the feasibility of purchasing the Property. Optionee agrees not to disclose the Due Diligence Items or any of the provisions, terms or conditions thereof to any party outside of Optionee's organization except: (i) as to Optionee's accountants, attorneys, lenders, prospective lenders, investors and/or prospective investors (collectively, the "Permitted Outside Parties"), (ii) contractors obtained to provide new or updated reports regarding the Property, and (iii) as may be required by law. In permitting Optionee and the Permitted Outside Parties to review the Due Diligence Items to assist Optionee, Optionor has not waived any privilege or claim of confidentiality with respect thereto and no third party benefits of any kind, either expressed or implied, have been offered, intended or created by Optionor and any such claims are expressly rejected by Optionor and waived by Optionee.

Optionee shall return to Optionor all of the Due Diligence Items and any and all copies Optionee has made of the Due Diligence Items at such time as this Agreement is terminated. Optionee's obligations under this Section 16 shall survive the termination of this Agreement.

Optionee acknowledges that the Due Diligence Items may have been prepared by third parties other than Optionor. Optionee further acknowledges and agrees that except as specifically identified or otherwise set forth herein: (i) neither Optionor nor any of its officers, agents, employees or contractors have made any warranty or representation regarding the truth, accuracy or completeness of the Due Diligence Items or the sources thereof and Optionee has not relied on the truth or completeness of the Due Diligence Items and (ii) Optionor has not undertaken any independent investigation as to the truth, accuracy and completeness of the Due Diligence Items and is providing the Due Diligence Items or making the Due Diligence Items available to Optionee solely as an accommodation to Optionee.

18. **Permitted Exceptions**. Optionor shall convey the Property to Optionee subject to (i) easements, use restrictions, and rights of public utilities as evidenced by the Title Commitment and matters which would be disclosed by an accurate survey of the Property, (ii) covenants,

conditions, private easements and restrictions, (iii) real estate taxes and assessments for the then current year as are not due and payable as of the date of Closing, and (iv) encumbrances or exceptions to title shown on the Title Commitment and/or Survey to which Optionee does not object or which with Optionee's consent are waived and accepted or insured.

19. **Optionor's Obligations at the Closing**. At the Closing, Optionor shall:

(a) execute and deliver to Optionee the Warranty Deed conveying the Property;

(b) execute and deliver to Optionee a Non-Foreign Persons Affidavit in the form attached hereto as **Exhibit B**;

(c) execute and deliver to Optionee such other documents or instruments as may be required under this Agreement, or as otherwise required in Optionee's reasonable opinion to effectuate the Closing.

20. **Closing Costs**. At the Closing, Optionee shall pay to Optionor the net Purchase Price. Optionor and Optionee shall be equally responsible for all title company costs to close, except that Optionor shall be solely responsible for all premiums and fees related to the Title Policy, including endorsement premiums or any charges for extended coverage endorsements and all transfer taxes due upon recording of the Deed, if any, and Optionee shall be solely responsible for recording fees and any escrow charges. Each party shall pay their own attorneys' fees.

21. **Prorations**. Real estate taxes, water and sewer rents and charges on the Property, including special assessments that are due and payable as of the Closing, shall be paid by Optionor. Real estate taxes and special assessments due in the year of Closing shall be prorated and adjusted as of the Closing with the Optionor responsible for sums due to the date of Closing and Optionee responsible for sums due on the date of Closing and thereafter. Optionee shall be responsible to pay any and all charges, taxes, special assessments or other payments due for the Property after the date of Closing.

22. **Possession**. Optionor shall deliver exclusive possession of the Property to Optionee at Closing.

23. **Default by Optionor**. In the event that Optionor should fail to consummate the purchase/sale contemplated by this Agreement for any reason following the exercise of the Option, except as permitted in this Agreement, except as is the result of Optionee's default, and/or except for the failure of any of the conditions to Optionor's obligations hereunder to be satisfied or waived, and such failure continues for five (5) business days following receipt of written notice from Optionee of such default, Optionor shall be in default. When Optionor is in default, Optionee may terminate this Agreement by giving prompt written notice thereof to Optionor and receive the Option Payment and Earnest Deposits back from Optionor, or may specifically enforce this Agreement.

24. **Default by Optionee**. In the event Optionee should fail to consummate the purchase/sale contemplated herein for any reason, except default by Optionor, Optionor may retain the Option Payment and any previously paid Earnest Deposits and terminate this Agreement by giving prompt written notice thereof to Optionee.

25. **Brokerage Commissions**. Each party represents that no broker has been involved in this transaction. Optionor and Optionee agree that if any other claims for brokerage commissions are ever made against Optionor or Optionee in connection with this transaction, all claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim.

26. **Risk of Loss**. All risk of loss or damage to the Property prior to Closing, including, without limitation, loss by fire, windstorm, or other casualty, and except as caused or allowed by Optionee, shall rest with Optionor. If, prior to the Closing, the Property is damaged as a result of fire or other casualty, Optionor shall give Optionee written notice thereof and either party shall have the option, exercisable by written notice to the other party within thirty (30) days after the occurrence of such damage or casualty, to terminate this Agreement, in which event neither Optionor nor Optionee shall have any further obligations under this Agreement and the Optionee shall receive the prompt return of the Option Payment and Earnest Deposits. If neither party terminates this agreement within such period, the transaction will proceed as contemplated herein, without an adjustment to the Purchase Price, and, at Closing, the Optionor shall assign to the Optionee all of Optionor's right, title and interest in any insurance claims relative to the casualty.

27. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to principals of conflicts of law.

28. **Modification**. This Agreement may only be modified or otherwise amended by a written instrument executed by duly authorized representatives of Optionor and Optionee.

29. **Time of Essence**. Time is of the essence of this Agreement.

30. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Agreed and accepted as of the date first set forth above.

OPTIONOR:

CITY OF PONTIAC

By:_____

Its:

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND__)

The foregoing instrument was acknowledged before me this ___ day of June, 2021, by _____, as the _____, of the City of Pontiac.

_____
Notary Public
_____ County, _____

Acting in _____ County, _____
My Commission Expires:

OPTIONEE:

COMMUNITY HOUSING NETWORK, INC.

By: _____

Michelle Brinkmann

Its: Vice President of Real Estate

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND__)

The foregoing instrument was acknowledged before me this 15 day of June, 2021, by Michelle Brinkman, as the Vice President of Real Estate of Community Housing Network, Inc.

_____
Notary Public
_____ County, _____
Acting in _____ County, _____
My Commission Expires:

ALEXIS BEVAN
Notary Public - State of Michigan
County of Macomb
My Commission Expires Sep 3, 2027
Acting in the County of Macomb

INSTRUMENT DRAFTED BY:
Jeffrey S. Kragt, Esq.
Law Offices of Jeffrey S. Kragt, PLLC
410 W. University Dr., Ste. 200
Rochester, MI 48307
248-938-4960

WHEN RECORDED, RETURN TO:
Jeffrey S. Kragt, Esq.
Law Offices of Jeffrey S. Kragt, PLLC
410 W. University Dr., Ste. 200
Rochester, MI 48307
248-938-4960

RECORDING FEE: $ STATE TRANSFER TAX: N/A

EXHIBIT A

PARCEL

Tax Id Number(s): 14-28-455-001

Land Situated in the City of Pontiac in the County of Oakland in the State of MI

T3N, R10E, SEC 28 ARDMORE AN ADDITION LOT 67 TO 86 INCL & VAC ALLEY ADJ ALSO CITIZENS DEV. COS ADD. LOTS 197 TO 210 INCL & LOTS 222 TO 226 INCL. & VAC POR OF ARDMORE ST LYING ADJACENT.

EXHIBIT B

NON-FOREIGN PERSONS AFFIDAVIT

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a United States real property interest must withhold tax if the transferor (seller) is a foreign person. This affidavit is to inform interested parties that withholding of tax is not required upon the disposition of a United States real property interest by City Of Pontiac ("Transferor"), the undersigned certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's United States employer identification number is _____;

3. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

By: _____

Print Name:

_____

Dated as of _____, 202___

#9

RESOLUTION

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

between

COMMUNITY HOUSING NETWORK, a Michigan Non-Profit Corporation

and

The City of Pontiac

Dated_____, 2021

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is made and entered into as of the _____ day of _____, 2021, by and between COMMUNITY HOUSING NETWORK, a Michigan Non-Profit corporation (Developer), and the CITY OF PONTIAC, a municipal corporation (City). (Developer and the City are collectively referred to in this Agreement as the Parties and are individually referred to as a Party.)

WHEREAS, the Developer is a developer as evidenced in provided formation documents of a limited dividend housing association limited partnership, formed in Michigan, to own the Project and is typically eligible to be exempt from paying applicable property taxes;

WHEREAS, the Developer, upon being issued all applicable land use entitlements from the City, proposes to develop the real property located at 25 S Sanford, Pontiac, Michigan (Parcel Number: 14-28-455-001 (Property), and plans to build 76 residential units at the former Perdue School, with associated site improvements (Project), as shown on the plans attached hereto as Exhibit A;

WHEREAS, it is the intention of the Parties that the Developer make annual payments to the City for the term of this Agreement, in lieu of payment of real property taxes on the Property when the Project is completed, that would have otherwise been received by the City and placed into the City's General Fund, but for the Developer's exemption from payment of real property taxes (Exemption);

WHEREAS, because both the Developer and the City believe it is in their mutual best interests to enter into this Agreement establishing and stabilizing the payments that will be made in lieu of the Exemption for the term of this Agreement to compensate the City for General Fund revenue losses resulting from the Exemption;

WHEREAS, the payments made hereunder in lieu of the Exemption over the life of this Agreement are the real property tax payments payable to the City that would otherwise be required based upon the full and fair cash valuation of the Property with the Project completed;

WHEREAS, in consideration of the recitations set forth above, the City has been authorized by its City Council to enter into this Agreement with the Developer, by adoption of an Ordinance entitled "City of Pontiac Tax Exemption Ordinance for Perdue Place" pursuant to the authority granted under the State Housing Authority Act of 1966 (1966PA346, as amended, MCL125.1401 et seq); and

WHEREAS, the Parties have reached this Agreement after good faith negotiations.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the parties agree as follows:

1) PILOT Term. The term of this Agreement shall continue in accordance with the City of Pontiac Ordinance for Perdue Place, a copy of which is attached hereto as Exhibit A.

Notwithstanding anything contrary in this Agreement, If Developer does not purchase the Property on or before December 31, 2023, then this Agreement shall be automatically terminated.

2) Payment in Lieu of Property Taxes. As set forth in the City of Pontiac Ordinance for Perdue Place, this Agreement shall be effective from and after the commencement of construction or rehabilitation, evidenced by a Notice of Commencement.

a) During the PILOT Term, the Developer agrees to pay to the City and the City agrees to accept from Developer, annual payments calculated in the following manner;

> 4% of the Annual Shelter Rents actually collected by the Project during each operating year. Annual Shelter Rents mean the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities. Utilities mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Project.

Annual payments are in lieu of real property taxes that would otherwise be payable to the City from real property taxes that would have been attributable to the Property with the completed Project but for the Exemption (the Payments in Lieu of Taxes). Annual Payments in Lieu of Taxes shall be made in advance of the beginning of the City's fiscal year for which the payment applies. In accordance with the City of Pontiac Ordinance for Perdue Place, each Payment In Lieu of Taxes to be paid by the Developer to the City hereunder will be payable to the City on June 30 of each respective year for the previous fiscal year during the Term of this Agreement (the Due Date). In addition, if the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

b) In the initial year of this Agreement, the Payment in Lieu of Taxes amount shall be pro-rated based on the remaining term of the first year of this Agreement compared with the beginning of the following City fiscal year. The initial pro-rated Payment in Lieu of Tax payment will be due on June 30 of the year following the partial initial year. If the Developer fails to make the payment by the applicable Due Date, then a penalty of ten percent of the amount due plus interest at the annual rate of seven percent per annum shall accrue daily on the amount due (excluding any penalties) until the payment (plus penalties and interest) has been paid in full, such penalty assessed and charged without further notice.

c) The City agrees, during the term of this Agreement, this Agreement will exclusively govern the payments of all real and applicable personal property taxes the Developer would have been obligated to make but for the Exemption; provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the City for services provided by the City to the Project, including, but not limited to, water, solid waste and wastewater services, if any. The City agrees the City will not assess any real property taxes to the Developer regarding the Project or the Property other than the Payments In Lieu of Taxes described in this Agreement. If the Developer at any time is required to pay real property taxes, then the Payment In Lieu of Taxes shall be reduced by the amount of those real property

taxes received by the City.

d) Unless otherwise provided for specifically herein, this Agreement shall not be deemed to waive, preempt or make unnecessary any applicable municipal or governmental processes. This includes, but is not limited to zoning, variances, brownfield and economic incentives, assessments or fees and that Owners and/or Users are required to submit and participate for any appropriate process as provided in the City's ordinances, City Charter, including any applicable City Commission(s) and City Council matters and processes.

3) Developer Conditions and Obligations. As express conditions precedent to this Agreement, and as ongoing obligations, the Developer agrees to the following during the term of this Agreement:

a) *Contracted Trades*. For all construction activity on the site, during construction and as part of the Project's perpetual maintenance, Developer shall use its best efforts to contract, hire and utilize contractors and sub-contractors having their principal place of business in Pontiac or individual trade laborers residing in the City.

b) *Workforce Development*. Developer shall use its best efforts to hire Pontiac residents for work and positions within the operations of the Project, both during construction and after.

For conditions 3(a) and 3(b), Developer shall submit a report annually showing the sources of job postings, the number of Pontiac residents interviewed, and at least one local job services center or resource used to assist in screening for hire Pontiac residents. The report shall also include the total number of employees at the Project, and the total number of Pontiac residents employed.

c) *Security Plan.* In lieu of providing a staffed security guard, Developer's Security Plan includes security cameras throughout the Project, secured property entries, professionally designed exterior site lighting and relationship building with local law enforcement. Developer shall be responsible for and provide ongoing maintenance and support for all security equipment and confirm the then working condition and training of management on its use in the annual reporting described in 3(e)(iii), below. As a condition of waiving a staffed security guard, the Developer shall submit a report to the City, not less than quarterly, indicating that the security cameras, and monitoring equipment, are in working order, and that all staff have been trained in their maintenance and operation.

d) *Affordability*. Developer shall rent the units of the Project to Low Income Persons and Families in accordance with and as required by Section 42 of the Code, for so long as required by Section 42 of the Code.

e) *Management and Maintenance*. Day to Day management and maintenance of the Project is of significant importance and condition to the ongoing authority of this Agreement and the exemption grated herein. As such;

(i) The Developer shall provide the City and the Building Official with the name and address of the Management Company and the name and direct contact information (phone and email) of the Management Company's primary Manager. This information shall be updated at all times and notice of any changes provided to the City within thirty (30) days of any change.

(ii) The City may inspect the Project annually for ordinance, code or other lawful purposes. The Developer shall promptly repair or correct any noticed violations as directed by the City's Building Official. In the event the Project receives three or more noticed violations for the same issue, this Agreement and the exemptions granted herein shall be subject to review as set forth in Sections 4 and 5 below.

(iii)The Developer shall provide an annual report to the City setting forth, at a minimum:

1. Vacancy data and rate of retention and re-leasing;
2. Security incidents, including number of law enforcement call/reports;
3. Any improvements greater than $10,000 to the Project, whether by permit or otherwise, that occur from and after the date of the Certificate of Occupancy or when all unit has been offered for lease, whichever is sooner.
4. A report showing that all security equipment and measures are in working order and that Management has been trained on their operation and use, such report being a summary report of all quarterly reports.

f) *Programming and Access*. That portion of the Project consisting of a community center for the residents of the Development shall also be made available, subject to scheduling and programing, to the City's youth recreation and senior programing departments to be used as a satellite for enrichment and growth opportunities. Such access shall be pursuant to all necessary terms of liability and insurance for the protection of both parties and shall not adversely affect the day to day operation and use of the Project. There shall be no charge to the City for access, provided the City is responsible for any and all third-party costs.

4) Notice of Non-Compliance. If either Party determines there is noncompliance with this Agreement, said Party must provide the other Party written notice of such noncompliance, which shall specify in reasonable detail the grounds therefor and all facts demonstrating such noncompliance or failure, so the other Party may address the issues raised in the notice of noncompliance or failure on a point-by-point basis.

5) Response to Notice of Noncompliance. Within thirty (30) days of receipt of the notice of noncompliance, the Party receiving such notice shall respond in writing to the issue raised

in the notice of noncompliance on a point-by-point basis. If the noticing Party agrees with and accepts the other Party's response, no further action shall be required. If the noticing Party does not agree with the response, then it shall provide to the other Party written notice of the commencement of the Meet and Confer/Mediation Process within thirty (30) days of the receipt of the response.

a) *Meet and Confer/Mediation Process.* Within thirty days (30) days of receipt of a meet and confer notice, the Parties shall initiate a Meet and Confer/Mediation Process pursuant to which the Parties shall meet and confer in good faith in order to determine a resolution acceptable to both Parties of the bases upon which either Party has determined that the other Party has not demonstrated good faith substantial compliance with the material terms of this Agreement.

b) *Hearing Before City Council to Determine Compliance*. If after the Meet and Confer/Mediation Process, there still remain outstanding noncompliance issues, the City Council shall conduct a noticed public hearing pursuant to determine the good faith substantial compliance by Developer with the material terms of this Agreement. At least ten (10) days prior to such hearing, the Building Official shall provide to the City Council, Developer, and to all other interested Persons requesting the same, copies of the City Council agenda report, agenda related materials and other information regarding Developer's good faith substantial compliance with the material terms of this Agreement and the conclusions supporting a finding of non-compliance. The results and recommendations of the Meet and Confer/Mediation Process shall be presented to the City Council for review and consideration. At such hearing, Developer and any other interested Person shall be entitled to submit evidence, orally or in writing, and address all the issues raised in the staff report on, or with respect or germane to, the issue of Developer's good faith substantial compliance with the material terms of this Agreement.

   If, after receipt of any written or oral response of Developer, and/or results and recommendations from the Meet and Confer/Mediation Process that may have occurred, and after considering all of the evidence at such public hearing, or a further public hearing, the City Council finds and determines, on the basis of substantial evidence, that Developer has not substantially complied in good faith with the material terms of this Agreement, the City Council shall specify to Developer the respects in which Developer has failed to comply, and shall also specify a reasonable time for Developer to meet the terms of compliance that shall reasonably reflect the time necessary to adequately bring Developer's performance into good faith substantial compliance with the material terms of this Agreement. If the areas of noncompliance specified by the City Council are not corrected within the time limits prescribed by the City Council hereunder, and the time for performance is not extended, the City Council may by subsequent noticed hearing terminate or modify this Agreement.

c) *Remedies*. Upon the occurrence of an Event of Default, each Party shall have the

right, in addition to all other rights and remedies available under this Agreement, to (a) bring any proceeding in the nature of specific performance, injunctive relief or mandamus, and/or (b) bring any action at law or in equity as may be permitted by Laws or this Agreement. Notwithstanding the foregoing, however, neither Party shall ever be liable to the other Party for any consequential or punitive damages on account of the occurrence of an Event of Default (including claims for lost profits, loss of opportunity, lost revenues, or similar consequential damage claims), and the Parties hereby waive and relinquish any claims for punitive damages on account of an Event of Default, which waiver and relinquishment the Parties acknowledge has been made after full and complete disclosure and advice regarding the consequences of such waiver and relinquishment by counsel to each Party.

In the event the City requires court action to enforce the above terms, the prevailing party shall be entitled recovery of all costs and fees incurred, at the discretion of the Court.

6) Successors and Assigns; Recording. This Agreement will be binding upon, and shall be assigned to, the successors and assigns of the Developer and its related party affiliates; provided, that such successor or assign is an eligible counterparty to this Agreement and the obligations created hereunder will run with the Property and the Project. If Developer sells, transfers, leases or assigns the Property all or substantially all its interest in the Project, then this Agreement will, thereafter, be assigned to and shall be binding on the purchaser, transferee or assignee; provided, that such party is an eligible counterparty to this Agreement.

7) Statement of Good Faith. The Parties agree the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent such value is determinable as of the date of this Agreement. Each Party was represented by counsel in negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge this Agreement is fair and mutually beneficial to them because it fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8) Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9) Invalidity. If, for any reason, it is ever determined by the state of Michigan, or by any other court of competent jurisdiction, that any material provision of this Agreement is unlawful, invalid or unenforceable, then the Parties shall (i) undertake best efforts to amend and

or reauthorize this Agreement so as to render all material provisions lawful, valid and enforceable, and (ii) if such efforts are unsuccessful, undertake reasonable efforts, including without limitation, seeking all necessary approvals, to replicate the benefits and burdens of this Agreement in the form of an amended agreement.

10) Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via nationally recognized overnight courier delivery service. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Developer:
Perdue Place
c/o Community Housing Network
Attn: _____
5505 Corporate Dr, Suite 300
Troy,MI 48098

To the City:
Office of the Mayor
47450 Woodward
Pontiac, MI 48342

Delivery of the Payment In Lieu of Taxes to the City:
City of Pontiac
Attn: Finance Division
47450 Woodward
Pontiac, MI 48342

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11) Good Faith. The City and the Developer shall act in good faith to carry out and implement this Agreement.

12) Covenants of Developer. During the term of this Agreement, the Developer will not voluntarily do any of the following:

a) Seek to invalidate this Agreement except as expressly provided herein;
b) Fail to pay the City all amounts due hereunder when due in accordance with the terms of this Agreement.

13) Covenants of the City. During the term of this Agreement, the City will not do any of the following:

a) Seek to invalidate this Agreement;

b) Seek to collect from the Developer any property tax upon the Property or the improvements thereon in addition to the amounts established herein;

c) Impose any lien or other encumbrance upon the Property or the improvements thereon except as is expressly authorized by law; or

d) Take any affirmative action in support of the bifurcation of the taxation of real and personal property.

e) The City shall provide the Municipal Services consistent with services then provided to similar multiple family residential housing developments within the City. The nature, extent and delivery of such services shall be in the final, sole and absolute discretion of the City. This Agreement shall not be construed to impose any additional obligations upon the City to provide such services than otherwise required by law.

14) Representations of City. The City represents and warrants to the Developer (i) it has secured all approvals necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder, including the valid and enforceable passage of the City of Pontiac Ordinance for Purdue Place, and (ii) it is not prohibited from entering into this Agreement and discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement by the terms, conditions or provisions of any law, any order of any court or other agency or authority of government, or any agreement or instrument to which the City is a party or by which the City is bound, and (iii) this Agreement and the City of Pontiac Ordinance for Perdue Place are the legal, valid and binding obligation of the City and is enforceable in accordance with their respective terms.

15) Representations of Developer. The Developer represents and warrants to the City (i) it is duly organized and is authorized to conduct business in the State of Michigan, and (ii) it is authorized and has the power under the laws of the State of Michigan to enter into this Agreement and the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement and the City of Pontiac Ordinance for Perdue Place, and (iii) the performance of its obligations hereunder or under the City of Pontiac Ordinance for Perdue Place will not violate, result in a breach of, or constitute a default under, any agreement or instrument to which Developer is a party or by which Developer is bound, and this Agreement is a legal, valid and binding obligation of Developer enforceable in accordance with its terms.

REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

DEVELOPER:

COMMUNITY HOUSING NETWORK, a
Michigan Non Profit Corporation

_____
By: Michelle Brinkmann
Its: Vice President of Real Estate

_____
By:
Its:

CITY OF PONTIAC:

_____
Mayor Deirdre Waterman

APPROVED AS TO FORM:

_____
City Attorney

#10

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Honorable Mayor Deirdre Waterman

CC: Linnette Phillips, Economic Development Director
Michael J. Wilson, Building and Safety

DATE: September 21, 2021

RE: **Resolution to Consider Approval of Asbestos Abatement Services Contract Consideration for CDBG Batch 17 Demolition Properties – Rightway Remediation, LLC**

The City of Pontiac has a sub- recipient contract with Oakland County to provide Community Development Block Grant (CDBG) projects for Program Year 2019. Within the scope of programs and projects Clearance and Demolition is one of the approved projects. To date, there is approximately $781,099.87 in Clearance and Demolition funds.

Two Requests for Proposals were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BIdNet, our procurement portal to solicit bids for both demolition and asbestos abatement. In summary, there were four (4) demolition proposals and two (2) asbestos proposals. In both cases, the sealed bids were reviewed and the lowest bidders were selected. (see attachment – Exhibit 2).

This resolution is requesting approval to move forward with Rightway Remediation, LLC to provide Asbestos Abatement services for CDBG Clearance and Demolition of Batch 17 properties. (see Attachment – Exhibit 3). The bid amount is $93,300.

Resolution Following

WHEREAS, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and;

WHEREAS, Clearance and Demolition is one of the programs for Program Years 2018 and 2019; with a combined balance of approximately $781,099.87 in remaining funds, available for Batch 17 properties; and;

WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and

WHEREAS, Rightway Abatement, LLC was the lowest of two (2) proposals submitted, for $93,300 for the properties; and

NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Asbestos Abatement services.

Attachments:

(1) Request for Proposal
(2) Bid Proposal Results
(3) *Rightway Abatement, LLC Bid Proposal*
(4) *Recommendation Letter from DCR Services and Construction, Inc.*

APPENDIX A

City of Pontiac CDBG -Demolition Program

› CDBG Asbestos Bid Batch 17 ‹

Bidding Contractor:
Company Name: Rightway Remediation LLC
Representative: Scott E. Krugielka
Address: 4407 CENTER STREET City: SAGINAW Zip: 48604
Office #: 989-600-0055 Fax #: 989-401-5353
Cell#: 989-737 5654 Email: officerightway@gmail.com
License#: C 42238

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

Asbestos Surveys Batch 17 for the properties can be found here:
https://www.dropbox.com/sh/fsuekddk8crqg75/AAAM0zXv7BNClnF045U0uU3la?dl=0

Bid Price per Residential Property:

64-14-21-352-043
529 N Perry $ 300.00
Cost in Words for 529 N Perry THREE HUNDRED DOLLARS + 00/100 —

64-14-21-352-042
Lot N Perry $ 50.00
Cost in Words for Lot N Perry FIFTY DOLLARS + 00/100 —

64-19-04-102-001 Roofing NOT INCLUDED unsafe to ABATE
195 S Blvd W $ 26,750.00
Cost in Words for 195 S Blvd W Twenty Six Thousand Seven hundred fifty + 00/100

64-14-28-436-019
497 E Pike (Garage Only) $ 300.00
Cost in Words 497 E Pike Three hundred Dollars + 00/100 —

64-14-30-477-010
68 Mark $ 1200.00
Cost in Words for 68 Mark ONE Thousand Two hundred dollars + 00/100 —

64-19-04-151-006
567 Franklin $ _____
Cost in Words for 567 Franklin NO SURVEY

64-14-21-254-007
554 E Kennett $ _____
Cost in Words for 554 E Kennett NO SURVEY

64-14-21-331-016
124 Oliver $ 3400.00

Cost in Words for 124 Oliver Three Thousand Four hundred Dollars + 00/100 -

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University $ 22,600.00

Cost in Words for 778 University Tweenty Two thousand six hundred + 00/100 -

64-14-33-102-013

129 Judson $ _____ NO SURVEY

Cost in Words for 129 Judson _____

64-19-04-134-016

200 Cedardale $ 1200.00

Cost in Words for 200 Cedardale one Thousand Two hundred + 00/100 -

64-14-20-452-011

79 Home $ 1500.00

Cost in Words for 79 Home one Thousand five hundred dollars + 00/100 -

64-14-28-459-035

415 Auburn $ 100.00

Cost in Words for 415 Auburn one Hundred dollars + 00/100 -

64-14-28-331-010

104 N Jessie $ 16,300.00

Cost in Words for 104 N Jessie sixteen thousand three hundred dollars + 00/100 -

64-14-28-303-001 Roof NOT INCLUDED UNSAFE TO ABATE

104 Union $ 19,600.00

Cost in Words for 104 Union Niveteen thousand Six hundred dollars + 00/100 -

Grand Total $ 93,300.00

Grant Total Cost in Words NINETY Three Thousand Three hundred dollars + 00/100 -

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

CDBG Demolition BID BATCH #17 (4 BIDS)

* International Construction Company
  5% Bid Bond provided
  $175,000.00 LOW BIDER

* Bid tab will be Sent.

* Vin-Con Incorporated
  5% Bid Bond Provided
  $205,666.00

* Adams Group
  5% Bid Bond Provided
  $360,975.00

* Blue Star Inc.
  5% Bid Bond Provided
  $326,482.00

CDBG Asbestos Abatement BID Batch #17 (2 BIDS)

* Qualified Abatement Services Inc.
  5% Bid Bond Provided
  $163,520.00

* Rightway Remediation LLC.
  5% Bid Bond Provided
  $93,300.00 LOW BIDDER

Services DCR and Construction

2200 Hunt Street, Suite 487
Detroit, MI 48207
www.dcr-services.com
(313) 297-6544

September 3, 2021

Ms. Linnette Phillips
Director, Economic and Community Development
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: BATCH 17 ASBESTOS CONTRACTOR RECOMMENDATION

Dear Linnette:

I have reviewed the bid submission for demolition proposals for the Asbestos Abatement Contract Comprising **Batch 17**.

Rightway Remediation, LLC, is the low bidder and I have investigated their past performance references, and conducted due-diligence of each bid. Based on my information, I recommend award of the contract to Rightway Remediation, LLC.

TOTAL AWARD **$93,300.00**

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

Best Regards and Stay Safe,

DCR SERVICES & CONSTRUCTION, INC

Dwight E. Belyue, CEO

CITY OF PONTIAC BLIGHT ELIMINATION					
BATCH 17-ASBESTOS ABATEMENT BID SUMMARY					
# OF HOMES	ADDRESS		Qualified Abatement	Rightway Remediation	Comments
1	529	N Perry	$800.00	$300.00	
2	529	N Perry-Back Lot	$500.00	$50.00	
3	195	South Blvd W	$44,000.00	$26,750.00	
4	497	E Pike	$2,200.00	$300.00	
5	68	Mark	$2,900.00	$1,200.00	
6	567	Franklin	no bid	no bid	No Survey
7	554	E. Kennett	no bid	no bid	No Survey
8	124	Oliver	$7,500.00	$3,400.00	
9	778	University (4)	$29,000.00	$22,600.00	
10	129	Judson	no bid	no bid	No Survey
11	200	Cedardale	$3,800.00	$1,200.00	
12	79	Home	$3,800.00	$1,500.00	
13	415	Auburn	$500.00	$100.00	
14	104	N Jessie	$28,700.00	$16,300.00	
15	104	Union	$39,820.00	$19,600.00	
		Total	***$163,520.00***	***$93,300.00***	

#11

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Honorable Mayor Deirdre Waterman

CC: Linnette Phillips, Economic Development Director
Michael J. Wilson, Building and Safety

DATE: September 21, 2021

RE: **Resolution to Consider Approval of Demolition Services Contract Consideration for CDBG Batch 17 Demolition Properties – International Construction, Inc.**

The City of Pontiac has a sub- recipient contract with Oakland County to provide Community Development Block Grant (CDBG) projects for Program Year 2019. Within the scope of programs and projects Clearance and Demolition is one of the approved projects. To date, there is approximately $781,099.87 in Clearance and Demolition funds.

Two Requests for Proposals were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BIdNet, our procurement portal to solicit bids for both demolition and asbestos abatement. In summary, there were four (4) demolition proposals and two (2) asbestos proposals. In both cases, the sealed bids were reviewed and the lowest bidders were selected. (see attachment – Exhibit 2).

This resolution is requesting approval to move forward with International Construction to provide Demolition services for CDBG Clearance and Demolition of Batch 17 properties. (see Attachment – Exhibit 3). The bid amount is $175,000.

Resolution Following

WHEREAS, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and;

WHEREAS, Clearance and Demolition is one of the programs for Program Years 2018 and 2019; with a combined balance of approximately $781,099.87 in remaining funds, available for Batch 17 properties; and;

WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and

WHEREAS, International Construction was the lowest of four (4) proposals submitted, for $175,000 for the properties; and

NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.

Attachments:

(1) Request for Proposal
(2) Bid Proposal Results
(3) *International Construction Bid Proposal*
(4) *Recommendation Letter from DCR Services and Construction, Inc.*

REQUEST TO SUBMIT BIDS
FOR
CDBG DEMOLITION (Batch 17)
FOR THE
CITY OF PONTIAC

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

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "**CDBG Demolition Bid Batch 17**" " **until 3:00 p.m. EDT, Thursday, August 26, 2021,** at which time they will be publicly opened.

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

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

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

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

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Linnette Phillips and be received *no later than* five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3029 or emailed to lphillips@pontiac.mi.us. A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office.

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

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

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

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

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

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

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

The winning bidder cannot be debarred by the federal government.

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

BIDS DUE: THURSDAY, AUGUST 26, 2021 AT 3:00 PM EDT

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

I. PURPOSE

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

II. BACKGROUND

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

III. SCOPE OF WORK: Demolition and Disposal

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

The work in general consists of:

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

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

2. Backfilling Requirements;

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

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

   c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.

e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of $1,000 (one thousand dollars) per house will be held until final inspection is approved.

f. **The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.**

g. **Section 106 National Historic Preservation act of 1966 as amended:** If at any time during the demolition process historic artifacts or places of significate interest are discovered, work must be stopped and the Community & Economic Development Director, Linnette Phillips, contacted at 248-758-3029. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

   Historic archeological discoveries may include the following:
   - Evidence of human activity
   - Bones, burial sites or funerary
   - Pottery, beads, tools, arrowheads, weapons
   - Sculptures, monuments, fountains, boundary markers
   - Ceremonial areas, religious or sacred materials
   - Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Community & Economic Development Director, Linnette Phillips at lphillips@pontiac.mi.us, so we can advise authorities of possible, temporary road closures.

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

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

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

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

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

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

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

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

B. WORK LOCATION

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

C. WORK SCHEDULE

1 All work shall be scheduled in advance with the City of Pontiac.

2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.

3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

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

E. TEMPORARY FACILITIES

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

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

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

F. DISPOSAL

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

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 17" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

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

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

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

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

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

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

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

g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.

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

i) Provide insurance as required in Appendix "D"

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

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

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

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

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "CDBG Demolition Bid Batch 17" in Appendix A.

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

VI. AGREEMENT

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

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

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

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

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

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Linnette Phillips at (248) 758-3029. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

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

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope **(NOTE: Electronic or faxed submissions will not be accepted)** with "**Home Demolition Bid Batch 16**" clearly marked on the front to **Thursday, August 26, 2021 at 3:00 P.M. EDT** to the following:

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

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

IX. BONDING REQUIREMENTS

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

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

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

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

X. INCOME TAXES

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

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

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

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

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

APPENDIX A

City of Pontiac CDBG -Demolition Program

› CDBG Demolition Bid Batch 17 ‹

Bidding Contractor:

Company Name:_____

Representative:_____

Address:_____City:_____Zip:_____

Office #:_____Fax #:_____

Cell#:_____Email:_____

License#:_____

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

Asbestos Surveys Batch 17 for the properties can be found here:
https://www.dropbox.com/sh/fsuekddk8crqg75/AAAM0zXv7BNCInF045U0uU3la?dl=0

Bid Price per Residential Property:

64-14-21-352-043

529 N Perry $_____

Cost in Words for 529 N Perry _____

64-14-21-352-042

Lot N Perry $_____

Cost in Words for Lot N Perry_____

64-19-04-102-001

195 S Blvd W $_____

Cost in Words for 195 S Blvd W_____

64-14-28-436-019

497 E Pike (Garage Only) $_____

Cost in Words 497 E Pike_____

64-14-30-477-010

68 Mark $_____

Cost in Words for 68 Mark_____

64-19-04-151-006

567 Franklin $_____

Cost in Words for 567 Franklin_____

64-14-21-254-007

554 E Kennett $_____

Cost in Words for 554 E Kennett_____

64-14-21-331-016

124 Oliver $_____

Cost in Words for 124 Oliver _____

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University $_____
Cost in Words for 778 University_____

64-14-33-102-013

129 Judson $_____
Cost in Words for 129 Judson_____

64-19-04-134-016

200 Cedardale $_____
Cost in Words for 200 Cedardale_____

64-14-20-452-011

79 Home $_____
Cost in Words for 79 Home_____

64-14-28-459-035

415 Auburn $_____
Cost in Words for 415 Auburn_____

64-14-28-331-010

104 N Jessie $_____
Cost in Words for 104 N Jessie_____

64-14-28-303-001

104 Union $_____
Cost in Words for 104 Union _____

Grand Total $_____

Grant Total Cost in Words _____

_____

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

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

Company Name:

_____

Representative Signature: Date:

_____

Print Name:

_____

Site Specifications: DCR Batch 17

Batch	Parcel ID	Address	Street Name	Type	Sq. Ft.	Year Built	Stories	Basement Sq. Ft.	Garage Sq. Ft
17	14-21-352-043	529	N Perry	Comm.	631	1920	1		
17	14-21-352-042	Lot	N Perry	Comm.	Lot		1		
17	19-04-102-001	195	South Blvd W	Comm.	3982	1910	1		
17	14-28-436-019	497	E Pike	Garage		1956			360
17	14-30-477-010	68	Mark	SFR	1588	1931	2	890	333
17	19-04-151-006	567	Franklin	Duplex	2354	1956	1		
17	14-21-254-007	554	E Kennett	SFR	763	1920	1	763	293
17	14-21-331-016	124	Oliver	SFR	1032	1920	2	543	360
17	**14-22-351-011**	**778/782**	**University**	**Duplex**	**1198**	**1942**	**1**	**1198**	
	14-22-351-011	**786/790**	**University**	**Duplex**	**1198**	**1942**	**1**	**1198**	
17	14-33-102-013	129	E Judson	SFR	1502	1910	2	720	
17	19-04-134-016	200	Cedardale	SFR	928	1929	1	754	373
17	14-20-452-011	79	Home	SFR	892	1910	1.75	510	260
17	14-28-459-035	415	Auburn	Comm.	4178	1921	1		
17	14-28-331-010	104	N Jessie	Comm.	1416	1940	1		
17	14-28-303-001	104	Union	Comm.	3968	1920			

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____ Date: _____

Office # _____ Cell # _____

FAX # _____ Email _____

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

APPENDIX B

Section 3 clause 135.38

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

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

APPENDIX C
CONFLICT OF INTEREST STATEMENT

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

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

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

Date: _____

Signature: _____

Printed name: _____

APPENDIX D INSURANCE

1. INSURANCE

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

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

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

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

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

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

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

5) **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342'

6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

3. INDEMNIFICATION CLAUSE

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

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

4. EXTRAS

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

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

5. EMERGENCY PHONE NUMBERS

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

6. INCLUDED WORK

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

7. SUB-CONTRACTS

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

Certified by: _____

Its; _____

Signature: _____

Printed Name: _____

Date: _____

APPENDIX E

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

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

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

1 As used in these specifications:

a. ``Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. ``Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. ``Minority" includes:
(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian
Subcontinent, or the Pacific Islands); and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services DCR and Construction

2200 Hunt Street, Suite 487
Detroit, MI 48207
www.dcr-services.com
(313) 297-6544

September 3, 2021

Ms. Linnette Phillips
Director, Economic and Community Development
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: BATCH 17 DEMOLITION CONTRACTOR RECOMMENDATION

Dear Linnette:

I have reviewed the bid submission for demolition proposals for the Demolition Contract Comprising **Batch 17**.

International Construction Inc., is the low bidder and I have investigated their past performance references, and conducted due-diligence of each bid. Based on my information, I recommend award of the contract to International Construction, Inc.

TOTAL AWARD **$175,000.00**

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

Best Regards and Stay Safe,

DCR SERVICES & CONSTRUCTION, INC

Dwight E. Belyue, CEO

CITY OF PONTIAC BLIGHT ELIMINATION							
BATCH 17- DEMOLITION BID SUMMARY							
# OF HOMES	ADDRESS		International	The Adams Group	Vin Con Inc	Blue Starr	Comments
1	529	N Perry	$5,530.00	$19,050.00	$6,580.00	$11,957.00	
2	529	N Perry-Back Lot	$3,700.00	$10,125.00	$1,960.00	$6,710.00	
3	195	South Blvd W	$25,417.00	$35,010.00	$31,059.00	$37,993.00	
4	497	E Pike	$1,200.00	$5,250.00	$2,800.00	$11,231.00	
5	68	Mark	$11,931.00	$23,485.00	$14,560.00	$20,967.00	
6	567	Franklin	$15,871.00	$22,995.00	$17,655.00	$21,674.00	No Survey
7	554	E. Kennett	$6,781.00	$14,555.00	$6,040.00	$15,428.00	No Survey
8	124	Oliver	$8,592.00	$11,560.00	$11,640.00	$17,117.00	
9	778	University (4)	$17,540.00	$40,680.00	$17,790.00	$28,191.00	
10	129	Judson	$10,643.00	$17,780.00	$11,782.00	$18,129.00	No Survey
11	200	Cedardale	$8,053.00	$16,440.00	$7,960.00	$15,950.00	
12	79	Home	$7,536.00	$13,300.00	$8,490.00	$17,560.00	
13	415	Auburn	$19,061.00	$42,055.00	$27,130.00	$30,456.00	
14	104	N Jessie	$7,460.00	$11,280.00	$11,800.00	$19,163.00	
15	104	Union	$25,685.00	$77,380.00	$28,420.00	$53,956.00	
		Total	***$175,000.00***	***$360,945.00***	***$205,666.00***	***$326,482.00***	

#12

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Abdul H. Siddiqui, City Engineer

DATE: September 7, 2021

RE: 2021 Local Street Improvement Project – Asphalt Specialists, Inc.

The City of Pontiac received and publicly opened bids for the referenced improvement project on Thursday, August 26, 2021. The project consists of four parts:

- Part A: Local Streets Rehabilitation: Asphalt mill and fill of multiple local streets throughout the City. Local Street Fund (Construction Account)
- Part B: West Columbia Rehabilitation: Asphalt overlay of W Columbia from Baldwin to Starlite. Major Street Fund (Construction Account)
- Part C: Woodward Avenue Pavement Repair: Asphalt mill and fill of small section of new pavement damaged by 2019 Roadkill Nights activities. This is required by MDOT and will be reimbursed by the organizers of Roadkill Nights.
- Part D: Local Streets Pavement Repair: Asphalt repair of short segments of multiple local streets. Local Street Fund (Maintenance Account)

A total of seven (7) bids were received for the project in the amounts as follows:

1.	Asphalt Specialists, Inc. (ASI)	$2,096,286.00
2.	Florence Cement	$2,319,581.00
3.	Hutch Paving	$2,369,729.30
4.	Pro-Line Asphalt	$2,414,284.31
5.	Cadillac Asphalt, LLC.	$2,446,862.87
6.	Ajax	$2,718,342.53
7.	Pamar Enterprises	$2,762,127.96

The Engineering Division has reviewed the proposals and references submitted by all contractors and based on the attached is recommending the award to the low bidder, ASI.

Construction is anticipated to start in late September and continue until end of July 2022.

Funding for the project has been identified in the 21-22 Local Street Fund and 21-22 Major Street Fund.

Based upon the above information, it is recommendation of the Department of Public Works that the 2021 Local Street Improvement Project be awarded to ASI, in the amount of $2,096,286.00.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the 2021 Local Street Improvement Project on August 26, 2021, and publically opened bids; and

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

WHEREAS, the City identified the low bidder as Asphalt Specialists, Inc. (ASI), and references of the low bidder checked and found acceptable, and;

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with ASI for $2,096,286.00 for the 2021 Local Street Improvement Project.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and **Asphalt Specialists, Inc.**, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

2021 Local Street Improvement Project

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same on or before July 31, 2022. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

$ 2,096,286.00

unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. AGREEMENT

   B. BID BOND

   C. PERFORMANCE BOND

   D. LABOR AND MATERIAL BOND

E. MAINTENANCE BOND

F. CHANGE ORDER (Pursuant to General Conditions, Section 9)

G. ADDENDA:

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

H. ADVERTISEMENT

I. INSTRUCTIONS TO BIDDERS

J. BIDDER'S PROPOSAL (Incl. final Compliance Plan as accepted by OWNER)

K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

M. PLANS (As listed in Schedule of Drawings)

N. NOTICE OF AWARD

O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original, on the date first above written.

CONTRACT AGREEMENT BETWEEN THE CITY OF PONTIAC AND CONTRACTOR

2021 LOCAL STREET IMPROVEMENT PROJECT

CONTRACTOR: ASPHALT SPECIALISTS, INC.

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By:_____

2) _____ Its:_____

CITY OF PONTIAC

WITNESSES:

1) _____

2) _____

DEPARTMENT OF PUBLIC WORKS

By:_____
Allen Cooley Date
Its: Acting Director

WITNESSES:

1) _____

2) _____

DEPARTMENT OF FINANCE

By:_____
Darin Carrington Date
Its: Finance Director

WITNESSES:

1) _____

2) _____

RISK MANAGEMENT DIVISION

By:_____
Date
Its: Risk Management Administrator

WITNESSES:

1) _____

2) _____

OFFICE OF THE MAYOR

By:_____
Dierdre Waterman Date
Its: Mayor

Approved as to form:

By: _____
_____, City Attorney

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CITY OF PONTIAC

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

2021 LOCAL STREET IMPROVEMENT PROJECT

BIDS DUE:
Thursday, August 26, 2021
2:00 pm
City Clerks Office
Pontiac City Hall
47450 Woodward Avenue
Pontiac, MI 48342

PRE-BID MEETING:

Meeting details will be issued in Addendum 1

ENGINEER

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
(248) 332-7931

NFE Job No. M143

CONTRACT DOCUMENTS
2021 LOCAL STREET IMPROVEMENT PROJECT

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CITY OF PONTIAC
ADVERTISEMENT FOR BIDS

Notice to Contractors

Sealed proposals will be received at the office of the City Clerk, City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, until **2:00 p.m., local time, Thursday, August 26, 2021**, at which time the bids will be publicly opened and read by the Clerk and the amounts of the bids noted for the:

2021 Local Street Improvement Project

The estimated quantities involved in this work consist principally of the following:

Description		
HMA Surface, Rem	38,450	SYD
Cold Milling Conc Pavt	6,900	SYD
Subgrade Undercutting, 21AA	1,949	CYD
Aggregate Base, 8 inch	3,940	SYD
HMA, 5E3	7,720	TON
HMA, 4E3	882	TON
Pavt Repr, Nonreinf Conc, 8 inch	3,275	SYD
Curb and Gutter, Det F4	1,279	LF
Sidewalk, Conc, 4 inch	2,619	SFT
Driveway, Nonreinf Conc, 6 inch	292	SYD
Dr Structure, Adj, Case 1	146	EA
Hand Patching	1,400	TON

A mandatory pre-bid meeting will be scheduled through Addendum 1. Contract requirements and technical specifications will be discussed in said meeting and it is mandatory that all prospective bidders attend.

A certified check or a satisfactory surety bid bond for a sum not less than five (5) percent of the amount of the proposal will be required with each proposal as a guarantee of good faith and same to be subject to the conditions stipulated in the Instructions to Bidders.

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for City of Pontiac residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids. The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the City.

BY THE ORDER OF:
DIERDRE WATERMAN, MAYOR
CITY OF PONTIAC

DAN RINGO, DPW ADMINISTRATOR
CITY OF PONTIAC

INSTRUCTIONS TO BIDDERS

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22. Non-Discrimination Provision

INSTRUCTION TO BIDDERS

1. PROPOSALS TO BE RECEIVED

Sealed Bids or proposals for the:

2021 Local Street Improvement Project

will be received at the office of the City Clerk of the City of Pontiac, Michigan until **2:00 p.m., local time, Thursday, August 26, 2021** and immediately thereafter will be publicly opened and read.

Each BID must be submitted in a sealed envelope, addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a BID must be plainly marked on the outside as:

2021 Local Street Improvement Project

and the envelope should bear on the outside the name of the BIDDER, his address, his license number (if applicable) and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement or up to the time extended by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the BIDDER.

2. LOCATION OF THE WORK

Cherry Hill Drive, Fairmount Avenue, Starlight Lane, Woodward Avenue (BL-75), Grandville Court, Bynan Lane / Gambrell Drive, Omar Street, Granada Drive, Russell / Whittemore Street Intersection, S. Merrimac Street, St. Clair Street, and W. Columbia Avenue in the City of Pontiac, Oakland County, Michigan

3. INSPECTION OF THE SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work and of its surroundings. It will be assumed that each bidder, before offering their proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect his work.

4. CONFORMITY TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Plans, Specifications, and any Addendum for the work now on file in the office of the City Engineer. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

5. BASIS ON WHICH PROPOSALS ARE SOLICITED

A. PROPOSAL SOLICITATION

Proposals may be solicited on the basis of unit prices, lump sum, or a combination of both. The proposal will clearly state which basis is used.

The lump sum price, when applied to the project, or the unit prices, when applied to the several demolition or salvage items, are to make up the total price for the entire work, exclusive of those things which are to be done or furnished by the City, finished and complete in every particular, according to the Plans and Specifications appertaining to such work, which have been approved by the City Council and are now on file in the office of the City Engineer.

Where Proposals are solicited on the basis of unit prices for certain construction units, which are clearly set forth in the Form of Proposal, the Bidder shall state a unit price for each and every item listed in the Proposal and such prices shall be extended and totaled. If during the review of the Proposals, the City finds any errors in any extension or total, the City will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern. Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

The unit price for each of the several items in the Proposal shall be such that the whole of the unit prices will represent a balanced bid. Any Proposal, in which the unit prices bid for any of the several items are deemed by the City to be manifestly unbalanced, will be subject to instant rejection.

B. STATEMENT OF QUANTITIES

The quantities indicated in the proposal show the Engineer's estimate of the construction quantities involved in the job, and bids will be computed, tested, and compared by the quantities given in the proposal. Although estimated carefully and with as much accuracy as is practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the Contract, but rather as information furnished to bidders concerning the approximate extent of the several items and as a basis for comparing bids.

The City may increase or decrease the original contract price without renegotiation of the Unit Prices.

C. MATERIALS TO BE FURNISHED BY THE CITY

The City will furnish to the Contractor, delivered at the site: **NONE**. The Contractor will receive and be responsible for all these materials from the time of their delivery to him until the time when they are received back by the City as part of the completed and accepted structure.

D. EXTRA WORK

All extra work that may be required of the Contractor will be estimated and paid for under provisions of the General Conditions, contained within this document, which govern such work.

E. ALTERNATES

When the Proposal so provides, a price shall be stated for each listed alternate. Unsolicited alternates are not to be submitted and, if so, will not be considered in the award of the Contract and may cause the entire bid to be rejected.

Selection of whether to award the Contract on the basis of the Base Bid or utilizing one or more of the Alternates will be made on the basis of value engineering and the City's need to keep project costs within the project budget. The City reserves full right to make this selection. After making such selection, the award shall be made on the basis of the lowest responsive bid utilizing the Alternates selected, and evaluated in accordance with the provisions of the Purchasing Ordinance of the City, in accordance with Article 15 of the Instructions to Bidders.

F. LEGAL CONDITIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

G. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

H. UTILITIES

Unless otherwise provided in these Specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions, and services.

6. FORM OF PROPOSALS (Pages 13 through 18a)

All proposals must be made in the form attached hereto, and without removal from the bound pamphlet. Additional copies of this proposal form for the bidder's files may be obtained on request at the office of the City of Pontiac Water & Sewer Maintenance Division.

All prices stated in the Proposal must be plainly expressed in figures only, and in the proper space or spaces provided. Prices shall be filled in, in ink or typewritten. Any corrections shall be initialed by the Bidder.

All information called for on the Proposal must be furnished to enable a fair comparison of the bids to be made. (Also see Instructions to Bidders, Section 10.)

The place of residence and phone number of each bidder, or the official address and phone number in the case of a firm or company, with County and State, must be given with the signature.

When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs or any other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

7. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

8. AGENCY

Anyone signing a proposal as agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

9. BID DEPOSIT

When the Advertisement states that security is required with the Proposal to ensure the acceptance and execution of the Contract and Bonds, no bid will be considered complete unless so guaranteed.

Each proposal must be accompanied by a certified check of guaranty or a bid bond in an amount not less than five percent (5%) of the total price, drawn upon a solvent bank to the order of the City Treasurer of the City of Pontiac, or if a bond, executed by a surety company

acceptable to the City, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.

A single certified check or guaranty (bidder's) bond may serve to cover two or more alternative proposals when such alternative proposals are submitted by the same bidder.

10. INTENTIONALLY LEFT BLANK

11. STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intention of the City to award the Contract for this job to a Contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for a statement of bidder's experience and ability in this particular class of work, and for references concerning his/her business standing and capacity. Contractor shall list the names, addresses and phone numbers of references. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If Contract is awarded to a foreign company, a certificate of authority to do business in this State must accompany the executed Contract.

The low BIDDER shall supply the names, addresses and phone numbers of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the CITY.

12. PAYMENTS

Partial payments will be made to the Contractor during the satisfactory progress of the work, calculated at the rate of ninety percent (90%) of the dollar amount of the work completed, until fifty percent (50%) of the established contract amount is in place. After fifty percent (50%) of the work is in place, additional retainage shall not be withheld unless the Contractor's progress is unsatisfactory, all in accordance with Article 13 of the General Conditions hereof and Act 524 of 1980.

13. TIME OF COMPLETION

This work to be done under the proposed Contract is to begin on or before the date stipulated in the Notice to Proceed and must be completed on or before the completion dates provided in the PROGRESS SCHEDULE. Time shall be considered to be of the essence of this Contract.

14. RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous to the City to do so. In particular, any alteration, erasure, or interlineation in the Form of Contract in the Specifications which are attached hereto and made a part, specifically, of these Instructions, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein. Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the City.

15. AWARD OF CONTRACT

The Contract will be awarded to the qualified Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids and Pontiac Purchasing Ordinance. This Purchasing Ordinance provides a "benefit" for bids of Pontiac-based persons and is referred to as the "equalization percentage credit" (See Article 21 of the Instruction to Bidders). The Bidder's qualification and responsiveness shall be determined by the City of Pontiac. The Bidder to whom the award is made will be notified at the earliest possible date. The City reserves the right to reject all bids and not award the Contract, at its sole discretion.

16. OBLIGATION TO EXECUTE CONTRACT

The Bidder whose proposal is accepted will be required to execute the Contract, in the form attached hereto, and to furnish sureties as hereafter specified, within ten days (Sundays and legal holidays excepted), after receiving notice of acceptance of bid and preparation Contract forms is completed, and in case of the successful bidder's refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award, and their certified check or guaranty (bidder's) bond may be declared to be forfeited to the City as liquidated damages and not a penalty, and the Contract may be awarded to another.

17. BONDS

The successful bidder will be required to execute surety bonds, with sureties acceptable to the City. One such bond shall be a Performance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 25 and 26 of the specifications. Another such bond shall be a Labor and Material Bond in the amount of 100 percent of the Contract Price on the form attached as pages 27 and 28 of the specifications. The Contractor shall also provide a Maintenance Bond in the amount of 100 percent of the Contract Price on the form attached as pages 29 and 30 of the specifications.

18. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY OF PONTIAC, it's elected and appointed officials, employees and volunteers and others working on behalf of the CITY OF PONTIAC, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF PONTIAC, it's elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF PONTIAC, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The successful bidder shall purchase and maintain in a company or companies licensed to do business in the State of Michigan, such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts are associated with the project by any of them, may be liable.

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

b. Commercial General Liability Insurance: The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with the limits of liability not less than **$2,000,000**, per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; and (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions. if applicable.

c. Motor Vehicle Liability: The contractor shall procure and maintain during the life of the contract, Motor Vehicles Liability Insurance, including Michigan No-Fault coverage, with limits of not less than **$1,000,000**, per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non- owned vehicles and all hired vehicles.

d. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insured".** *"THE CITY OF PONTIAC, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS" AND NOWAK & FRAUS ENGINEERS, the project consultant.* (This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.)

e. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: *"IT IS UNDERSTOOD AND AGREED THAT* ***THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION AND/OR MATERIAL CHANGE SHALL BE SENT TO: CITY OF PONTIAC, RISK MANAGEMENT DIVISION, 47450 WOODWARD AVE., PONTIAC, MICHIGAN, 48342".***

f. Owner's and Contractor's Protective Liability: The contractor shall procure and maintain during the life of this contract, a separate Owner's and Contractor's Protective Liability insurance coverage of not less than **$2,000,000**, per occurrence and/or aggregate, combined single limit, Personal Liability, Bodily Injury, and Property Damage. The City of Pontiac shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

The successful bidder shall not commence work until he has obtained the insurance required under this section, nor shall the successful bidder permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates of Insurance, along with copies of original policies where applicable, acceptable to the City, shall be filed with the City of Pontiac, Risk Management Division, ten (10) days prior to commencement of the contract. A sample certificate is included on page **12** for reference.

19. CITY INCOME TAX

a. Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

b. Normally, the Contractor will be required to withhold City of Pontiac income tax if either of the following applies:

(1) Performance under this contract (together with any other contracts in the City during the calendar year) will last 13 weeks or more.

(2) Contractor employs one or more Pontiac residents for the performance of this contract.

c. Contractor agrees to pay any personal property taxes required by the City Assessor.

20. PRE-BID MEETING

A mandatory pre-bid meeting will be scheduled by Addendum 1 with meeting instructions.

21. CITY OF PONTIAC PURCHASING ORDINANCE (Chapter 2, Article VI, Division 2) Municipal Code, City of Pontiac, Michigan, adopted March 21, 1996 and effective March 31, 1996.

Bidders are advised of the following provisions of the Purchasing Ordinance:

a. PUBLIC BIDS - EQUALIZATION PERCENTAGE CREDIT

An "equalization percentage credit" will be allowed for bids of Pontiac-based bidders. This means that bids by Pontiac-based bidders will be compared as if they were two percent (2%) less than their actual amount. The equalization percentage credit will be one percent (1%) if the lowest bid is $100,000 or above. Not applicable to emergency purchases. Successful Pontiac - based bidder awarded on this basis may not sublet to non-Pontiac-based business.

b. CONTRACTOR OR VENDOR IN DEFAULT OR INDEBTED TO THE CITY

No bid shall be accepted from or contract awarded to any contractor or vendor who is in arrears to the City upon debt or contract including payments of real property taxes or an income tax obligation of any kind, or who is in default as to security or otherwise upon an obligation to the City.

c. VIOLATIONS - MISREPRESENTATION

Any material misrepresentation to the City of Pontiac by a bidder or prospective bidder, contractor or vendor in any documentation or paperwork submitted in a bid or proposal or otherwise in connection with an attempt to obtain a contract or engage in a business transaction shall be a violation, and may be considered sufficient basis to disqualify the contractor or vendor from eligibility for the award of a City contract.

22. NON-DISCRIMINATION PROVISION

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), the bidder and any subcontractors agree not to 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 race, color, religion, national origin, age, sex, height, weight, marital status, or due to a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. The Bidder must include this provision in any subcontracts associated with the project work.

CONTRACTOR: _____

FORM OF PROPOSAL

Date: _____

To the Honorable Mayor / City Council
City of Pontiac, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the **2021 Local Street Improvement Project** in full accordance with and conformity to the specifications for this work now on file in the office of the City Engineer at and for the following named prices, to wit:

Contractor acknowledges receipt of the following Addendum(s):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Part A - Local Streets Rehabilitation					
ITEM		QUANTITY		UNIT PRICE	AMOUNT
1	Mobilization, Max. 10%	1	LSUM		
2	HMA Surface, Rem	28,973	SYD		
3	Excavation, Earth	2,327	CYD		
4	Curb and Gutter, Rem	1,555	FT		
5	Sidewalk, Rem	310	SYD		
6	Pavt, Rem	388	SYD		
7	Subgrade Undercutting, 21AA	1,492	CYD		
8	Aggregate Base, 8 Inch	2,825	SYD		
9	HMA, 5E3	3,821	TON		
10	Curb and Gutter, Conc, Det F4	1,129	FT		
11	Curb and Gutter, Conc, Det M	426	FT		
12	Sidewalk, Conc, 4 Inch	2,547	SFT		
13	Sidewalk, Conc, 6 Inch	240	SFT		
14	Driveway, Nonreinf Conc, 6 Inch	267	SYD		
15	Driveway, Nonreinf Conc, 8 Inch	67	SYD		
16	Dr Structure Cover, Adj, Add Depth	212	FT		
17	Dr Structure Cover, Adj, Case 1	106	EA		
18	Dr Structure, Temp Lowering	74	EA		
19	Dr Structure Cover, Type K	28	EA		
20	Dr Structure Cover, Pontiac, Sanitary	38	EA		
21	Dr Structure Cover, Pontiac, Water	5	EA		
22	Dr Structure Cover, Pontiac, Storm	31	EA		
23	Hand Patching	1,150	TON		
24	Sign, Type B, Temp, Prismatic, Furn	560	SFT		
25	Sign, Type B, Temp, Prismatic, Oper	560	SFT		
26	Erosion Control, Inlet Protection, Inlet Filter	72	EA		
27	Clearing	330	FT		
28	Restoration	1	LSUM		
29	Minor Traf Devices	1	LSUM		
30	Traffic Regulator Control	1	LSUM		
			Subtotal Part A:		

Part B - West Columbia Rehabilitation					
ITEM		QUANTITY		UNIT PRICE	AMOUNT
31	Mobilization, Max. 10%, Columbia	1	LSUM		
32	HMA Surface, Rem, Columbia	5,135	SY		
33	Cold Milling Conc Pavt	6,900	SY		
34	Curb and Gutter, Rem, Columbia	150	LF		
35	Pavt, Rem, Columbia	25	SY		
36	Pavt Repr, Rem, Columbia	3,275	SY		
37	Subgrade Undercutting, 21AA, Columbia	250	CYD		
38	Aggregate Base, 8 inch, Columbia	500	SY		
39	Pavt Repr, Nonreinf Conc, 8 inch	3,275	SY		
40	Lane Tie, Epoxy Anchored	250	EA		
41	HMA, 5E3, Columbia	3,756	TON		
42	HMA, 4E3, Columbia	648	TON		
43	Curb and Gutter, Conc, Det F4, Columbia	150	LF		
44	Driveway, Nonreinf Conc, 6 Inch, Columbia	25	SYD		
45	Dr Structure Cover, Adj, Add Depth, Columbia	62	FT		
46	Dr Structure Cover, Adj, Case 1, Columbia	31	EA		
47	Dr Structure, Temp Lowering, Columbia	31	EA		
48	Dr Structure Cover, Type K, Columbia	13	EA		
49	Dr Structure Cover, Pontiac, Sanitary, Columbia	16	EA		
50	Dr Structure Cover, Pontiac, Storm, Columbia	15	EA		
51	Pavt Mrkg, Polyurea, 4 inch, White	42	FT		
52	Pavt Mrkg, Polyurea, 4 inch, Yellow	8,400	FT		
53	Pavt Mrkg, Polyurea, Only	1	EA		
54	Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	1	EA		
55	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	21	FT		
56	Hand Patching, Columbia	250	TON		
57	Erosion Control, Inlet Protection, Inlet Filter, Columbia	58	EA		
58	Sign, Type B, Temp, Prismatic, Furn, Columbia	256.5	SFT		
59	Sign, Type B, Temp, Prismatic, Oper, Columbia	256.5	SFT		
60	Restoration, Columbia	1	LSUM		
61	Minor Traf Devices, Columbia	1	LSUM		
62	Traffic Regulator Control, Columbia	1	LSUM		
			Subtotal Part B:		

Part C - Woodward Avenue Pavement Repair					
ITEM		QUANTITY		UNIT PRICE	AMOUNT
63	Mobilization, Max. 10%, Woodward	1	LSUM		
64	HMA Surface, Rem, Woodward	397	SY		
65	Sidewalk, Rem, Woodward	8	SY		
66	HMA, 5E3, High Stress	35	TON		
67	Sidewalk, Conc, 4 Inch, Woodward	72	SF		
68	Lighted Arrow, Type B, Furn, Woodward	2	EA		
69	Lighted Arrow, Type B, Oper, Woodward	2	EA		
70	Channelizing Device, 42 inch, Furn, Woodward	75	EA		
71	Channelizing Device, 42 inch, Oper, Woodward	75	EA		
72	Sign, Type B, Temp, Prismatic, Furn, Woodward	252	SF		
73	Sign, Type B, Temp, Prismatic, Oper, Woodward	252	SF		
74	Pavt Mrkg, Polyurea, 4 inch, White, Woodward	50	FT		
75	Restoration, Woodward	1	LSUM		
76	Minor Traf Devices, Woodward	1	LSUM		
77	Traffic Regulator Control, Woodward	1	LSUM		
			Subtotal Part C:		

Part D - Local Streets Pavement Repair					
ITEM		QUANTITY		UNIT PRICE	AMOUNT
78	Mobilization, Max. 10%, Street Repair	1	LSUM		
79	HMA Surface, Rem, Street Repair	1240	SY		
80	Dr Structure Cover, Adj, Case 1, Street Repair	5	EA		
81	Dr Structure, Temp Lowering, Street Repair	7	EA		
82	Dr Structure Cover, Pontiac Sanitary, Street Repair	2	EA		
83	Dr Structure Cover, Pontiac Storm, Street Repair	3	EA		
84	Water Shutoff, Adj, Case 1	2	EA		
85	Underdrain, Subgrade, 6 inch	370	FT		
86	HMA, 5E3, Street Repair	108	TON		
87	HMA, 4E3, Street Repair	234	TON		
88	Aggregate Base, 8 inch, Street Repair	195	SY		
89	Subgrade Undercutting, 21AA, Street Repair	67	CYD		
90	Restoration, Street Repair	1	LSUM		
91	Minor Traf Devices, Street Repair	1	LSUM		
92	Traffic Regulator Control, Street Repair	1	LSUM		
			Subtotal Part D:		

TOTAL: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Pontiac, its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions or deductions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions or deductions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph; to furnish to the said City and to the State of Michigan such sureties for the faithful performance of such Contract and for the payment of all materials used therein and for all labor expended thereon as shall be approved and accepted by the said City; and to furnish to the said City of Pontiac a Maintenance Bond.

The undersigned attaches hereto a (certified check), (bidder's bond), in the sum of:

Dollars ($)

as required in the Instructions to Bidders. And the undersigned hereby agrees that, in case he shall fail to fulfill his obligations under the foregoing proposal and agreement, the said City may, at its option, determine that the undersigned has abandoned his rights and interests in such contract and that the certified check or bidder's bond accompanying this proposal has been forfeited to the said City as liquidated damages and not as a penalty; but, otherwise

The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

_____

_____

List of Intended Rental Equipment

_____

_____

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

_____

_____

_____

The undersigned refers the said City to the following named parties for information concerning his experience, skill and business standing:

NAME, ADDRESS AND PHONE NUMBER:

_____

_____

_____

Dated and signed at _____, MI on _____
(City) (Date)

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

Telephone#: _____ Fax#: _____

Federal Tax I.D. Number (_____)

CERTIFICATIONS

IF A CORPORATION

I, _____ , certify that I am the _____ of the corporation named as Contractor herein; that _____,who signed this Agreement on behalf of the Contractor, was then _____of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate Seal

_____ Signature

IF A PARTNERSHIP

I, _____ , certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:
NAME AND ADDRESS:

_____

_____

_____

_____

Signature

IF A SOLE PROPRIETORSHIP

I, _____ , certify that I am the sole owner and proprietor.

_____

Signature

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

INTENTIONALLY LEFT BLANK

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____

_____as Principal,

and _____ as Surety, are

hereby held and firmly bound unto the City of Pontiac, Michigan, as OWNER in the

penal sum of:

_____ Dollars ($ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind

ourselves, successors and assigns. Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Pontiac, Michigan, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

_____

_____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

_____ (L.S.)
Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 540 as amended) and be authorized to transact business in the State of Michigan.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and _____, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

_____

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the project based on the dates established in the PROGRESS CLAUSE special provision, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

_____

unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. AGREEMENT

   B. BID BOND

   C. PERFORMANCE BOND

   D. LABOR AND MATERIAL BOND

E. MAINTENANCE BOND

F. CHANGE ORDER (Pursuant to General Conditions, Section 9)

G. ADDENDA:

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

No. _____, dated_____, 20____ .

H. ADVERTISEMENT

I. INSTRUCTIONS TO BIDDERS

J. BIDDER'S PROPOSAL (Incl. final Compliance Plan as accepted by OWNER)

K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

M. PLANS (As listed in Schedule of Drawings)

N. NOTICE OF AWARD

O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original, on the date first above written.

CONTRACT AGREEMENT BETWEEN THE CITY OF PONTIAC AND CONTRACTOR

2021 Local Street Improvement Project

CONTRACTOR: _____

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By: _____

2) _____ Its: _____

CITY OF PONTIAC

WITNESSES:

1) _____

2) _____

DEPTARTMENT OF PUBLIC WORKS

By: _____
Date

Its: DPW Administrator

WITNESSES:

1) _____

2) _____

DEPARTMENT OF FINANCE

By: _____
Darin Carrington Date

Its: Director

WITNESSES:

1) _____

2) _____

OFFICE OF THE MAYOR

By: _____
Dierdre Waterman Date

Its: Mayor

Approved as to form:

By: _____
_____, City Attorney

CERTIFICATIONS

IF A CORPORATION

I, _____ , certify that I am the _____ of the corporation named as Contractor herein; that _____,who signed this Agreement on behalf of the Contractor, was then _____of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.*

_____ Corporate Seal

_____ Signature

* Attach copy of corporate resolution verifying authorization of individuals named above.

IF A PARTNERSHIP

I, _____ , certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:
NAME AND ADDRESS:

_____

_____

_____

_____
Signature

IF A SOLE PROPRIETORSHIP

I, _____ , certify that I am the sole owner and proprietor.

_____
Signature

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and

_____

_____, as surety, are held and

firmly bound unto the City of Pontiac, Michigan, a Municipal Corporation, in the sum of:

_____

_____

good and lawful money of the United States of America, to be paid to said City of Pontiac, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, and each and every one of them, jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the City of Pontiac, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to-wit:

TO COMMENCE AND COMPLETE the:

2021 Local Street Improvement Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if the above named principal or their legal representatives or successors, shall in all things well and truly keep and perform the covenants, conditions, and agreements in the manner and form and at the time agreed upon to be kept and performed as provided by said contract, and plans, drawings, and specifications, referred to in said contract, and as may be required by the changes, alterations, and modifications thereof, as provided in said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the City of Pontiac shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

executed by their respective authorized officers this _____ day of _____ A.D.

20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

LABOR AND MATERIAL BOND TO THE CITY OF PONTIAC, MICHIGAN

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and ____

_____

_____, as surety, are

held and firm bound unto the City of Pontiac, Michigan, a Municipal Corporation, in the sum of:

_____

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the City of Pontiac, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

2021 Local Street Improvement Project

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20_____.

WHEREAS, the above named principal has entered into a certain written contract with the City of Pontiac, dated this _____ day of _____ A.D. 20_____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE the:

2021 Local Street Improvement Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above named principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms, and corporation, as the same may become due and payable, all indebtedness which may arise from said principal to a subcontractor or party performing labor or furnishing materials and supplies, or any subcontractor to any person, firm or corporation on account of any labor performed or materials and supplies furnished in connection with the contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter ordered or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the City of Pontiac shall not operate to discharge or release the surety or sureties thereon.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That_____

_____ as principal, and _____

_____

_____, as surety, are held

and firm bound unto the City of Pontiac, Michigan, a Municipal Corporation, in the sum of:

_____

good and lawful money of the United States of America, pursuant to Michigan State Public Act 213 of 1963, to be paid to the City of Pontiac, Michigan, for the use and benefit of all subcontractors, and persons, firms and corporations who shall furnish materials, supplies and perform labor entering into the work of:

2021 Local Street Improvement Project

for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our Seals and dated this _____ day of _____ A.D. 20 _____.

WHEREAS, the above named principal has entered into a certain written contract with the City of Pontiac, dated this _____ day of _____ A.D. 20 _____, wherein the said principal covenanted and agreed as follows, to wit:

TO COMMENCE AND COMPLETE construction of:

2021 Local Street Improvement Project

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said contract, the above named principal has agreed with the City of Pontiac that for a period of **ONE** year(s) from the date of payment of Final Estimate, to keep in good order and repair all the work, done under said contract, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the City Engineer of the City of Pontiac by notice served in writing, either personally or by mail, on the principal at:

_____

_____ or _____

legal representative, or successors, or on the surety at:_____

_____

_____ WILL PROCEED at once to make such

repairs as directed by said City Engineer; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the City of Pontiac shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is 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. 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 therefore shall be charged to the principal or surety. In this connection the judgment of the City Engineer is final and conclusive. If the said principal for a period of **ONE** year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said principal after the final acceptance of the same, and shall, whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said City of Pontiac for any expense incurred by making such repairs, should the principal or their surety do so as hereinbefore specified, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be

executed by their respective authorized officers this _____ day of _____ A.D.

20 _____.

Signed, Sealed and Delivered in the Presence of:

_____ _____(L.S.)

_____ _____(L.S.)

_____ _____(L.S.)

GENERAL CONDITIONS

The following general conditions are agreed to as defining certain relationships which shall be taken to exist between the parties hereto and as setting forth certain conditions under which the Contract is to be fulfilled.

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GENERAL CONDITIONS

Article 1 - DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed. (See 1.8)

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, Labor and Material, and Maintenance Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CITY - The City of Pontiac, Michigan, or its properly authorized representatives; and whenever the term "City Council", "Mayor", "City Clerk", "Director of Finance", "City Engineer", or "Engineer", is used, it shall be understood to mean the Council, Mayor, Clerk, Director of Finance, or Engineer of the said City.

1.8 PARTICIPATION PLAN - The participation document required to accompany each proposal, as finally accepted by the City, including any revisions up to the time of acceptance.

1.9 CONTRACT DOCUMENTS - The Contract, including ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, BID BOND, AGREEMENT, LABOR & MATERIAL BOND, PERFORMANCE BOND, MAINTENANCE BOND, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, PLANS, SPECIFICATIONS, ADDENDA, and the PARTICIPATION PLAN, and any other documents specifically set forth in the Agreement.

1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.11 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK on each street; or the number of calendar days from the date established in the NOTICE TO PROCEED to the DATE stated in the CONTRACT DOCUMENTS for the completion of all of the WORK of the TOTAL CONTRACT; or both.

1.12 CONTRACTOR - The person, firm or corporation with whom the CITY has executed the Agreement, or its legal representatives.

1.13 ENGINEER - The City Engineer and/or the person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the CITY to the successful BIDDER.

1.16 NOTICE TO PROCEED - Written communication issued by the CITY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.17 OPEN TO TRAFFIC - That date as certified by the ENGINEER, when the WORK (PROJECT) or any section thereof is in a suitable condition for safe travel. The term "SUITABLE CONDITION FOR SAFE TRAVEL" shall be construed to mean that all work, INCLUDING the Leveling Course of Bituminous Material and all Concrete Work are complete. The PROJECT, or any portion thereof may be designated as "Accepted for Traffic" prior to completion of the whole project, and shall be opened to traffic as may be directed by the ENGINEER. In general, the term "OPEN TO TRAFFIC" shall be in accordance with Section 107.21 of the MDOT 2012 Standard Specifications for Construction.

1.18 PLANS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the CITY who is assigned to the PROJECT site or any part thereof.

1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other

data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship (may include SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS).

1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WORK ORDER - A written order to the CONTRACTOR causing a change in WORK involving the authorization to undertake additional work at existing contract unit prices or at new contract unit prices for new items of work.

1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

Article 2 - PLANS AND SPECIFICATIONS

The location of the structures and improvements which are to be built or made under this Contract, and the character, form and dimensions of their various parts, are shown in the accompanying drawings, specifications and details in the Contract Document entitled:

2021 Local Street Improvement Project

These drawings constitute the Plans according to which the work of this Contract is to be done. Additional drawings may be prepared by the City Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient. All such additional drawings, made in elaboration or explanation of the original drawings, are to be considered as part and parcel of the Plans and shall be respected and followed as such by the Contractor.

The Plans are supplemented and explained by a set of technical specifications, which are appended hereto, and which describe and define the quality of materials and the character of workmanship which are to enter into the work of this Contract. These are the Specifications which are referred to in Article 1, and elsewhere in this Contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the City Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient. Such additional specifications are to be considered as part and parcel of the specifications under this Contract, and shall be respected and followed as such by the Contractor.

Both Plans and Specifications are considered as essential parts of this Contract, and are intended to be cooperative. They shall be construed as supplementary each to the other, and any work called for in the Plans and not particularly mentioned in the Specifications, or described in the Specifications and not specially shown on the Plans, is to be regarded as included under this Contract the same as if fully set forth in the Specifications and exhibited on the Plans. Wherever figures or definite dimensions are given on the Plans or in the Specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in the Specifications or Plans, or if in any place the meaning of either or both shall be obscure or uncertain or in dispute, the City Engineer shall decide as to the true intent and his decision shall be final and binding. Any such inconsistencies, omissions, or conflict noted should be called to the attention of the Engineer, and a decision on the same obtained in advance.

Article 3 - SHOP DRAWINGS

3.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

3.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

3.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Article 4 - MATERIALS AND WORKMANSHIP

It is mutually understood that all materials and workmanship furnished under this Contract shall be of the highest quality, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall bring only first class materials to the work, and he shall furnish suitable tools and equipment and shall employ competent labor to perform the work to be done. Any materials or labor or tools or equipment that shall not, in the judgment of the Engineer, be suitable or competent to produce the desired result, may be ordered from the work by the Engineer, and such materials or labor or tools or equipment shall be promptly substituted therefor by the Contractor as will meet with the approval of the Engineer. Wherever a brand or name is given, it is for the purpose of defining or establishing a type or quality of material only.

4.1 Defective Materials

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the Plans and Specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

4.2 Stored Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted directly by the City or by other Contractors in the City's employ or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian and vehicular traffic of the streets.

4.3 Property Rights in Surplus Materials

All excess materials excavated during the progress of the work and not required for backfilling, all timber except tree stumps cut from the right-of-way, and all other materials which have been encountered and handled during construction operations, and which constitute a disposable surplus at the end of the construction period, shall be the property of the Contractor, unless otherwise directed by the City or its Engineer. Such materials shall be hauled and neatly piled, or hauled and dumped at the places designated by the Engineer, at no extra compensation.

4.4 Water Supply

Water for construction purposes may be taken from the City mains subject to the rules of the Oakland County Water Resources Commissioner's office.

Article 5 - SUPERINTENDENCE BY CONTRACTOR

5.1 Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for the Contractor. Any orders by the Engineer given to and received by said superintendent shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. The Contractor shall maintain a complete set of plans and specifications at the site.

5.2 The Contractor may set up and establish an office on or near the site. On certain large projects, the Engineer may direct the Contractor to set up an office.

5.3 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

5.4 Disorderly Employees

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

5.5 Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on any one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being and which shall continue or whether the work on both contracts shall continue at the same time and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this Contractor and other Contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

5.6 Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by the Plans and Specifications or by the express provisions of this Contract; the Engineer may, however, make such reasonable requirements as may, in his judgement, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, the Contractor shall strictly conform.

5.7 Sunday and Night Work

No Sunday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done, and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily, no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of his intentions to carry on such emergency work and of the time and place of doing it.

Article 6 - ENGINEERING SUPERVISION

The work covered by this Contract will be executed under the engineering supervision of the City Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the Plans and Specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work and the Contractor shall provide such labor and assistance as the said Engineer may require in setting the same. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this Contract, by assistants under his direction or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully respect all the requirements of his Contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which the Engineer may have access to such parts of the work as may be required.

Article 7 - CITY'S RIGHT TO COMPLETE; SUSPENSION OR TERMINATION

It is agreed that the City has the right, when it shall become satisfied that the work provided for in this Contract will not be completed within the time limit, to furnish additional labor and material if necessary and render such other assistance as it may deem advisable, for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings.

It is agreed that the Mayor has the right to determine finally all questions as to proper performance of this Contract, or any part or portion thereof, and in case of improper, dilatory or imperfect performance thereof, to suspend the work at any time and to order the partial or entire reconstruction of the same, and if at any time the said Contractor shall abandon the work of this Contract or become habitually negligent of his obligations under it, or shall fail to prosecute the work with reasonable diligence, so that the time of final completion of the work shall be unnecessarily and intolerably delayed, or if he shall violate any of the provisions of the Contract, then and in such case the Mayor may declare this Contract forfeited and may, at address given in the proposal, notify him to discontinue all work under this Contract, or any part thereof, and thereupon he shall discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall thereupon have the right to complete the work or any part thereof by Contract or otherwise, as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances, and equipment as may be found upon the work, and to charge the expense thereof to the Contractor. Power is hereby given the Mayor to determine all such questions under this Contract, according to the true intent and meaning thereof.

All expenses charged under this provision shall be deducted and paid by the City of Pontiac out of any monies then due to the Contractor under this Contract, or any part thereof, and in such accounting the City of Pontiac shall not be held to obtain the lowest figures for the work of completing the contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor. In case the expenses to be charged are less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sums, the Contractor shall pay the amount of the excess to the City of Pontiac.

Article 8 - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract, or subcontract any part of the work embraced in it, except with the written consent of the Mayor to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all provisions of this Contract exactly as if performed by the Contractor and his immediate employees and workmen. No such letting of the work shall, in any way, diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligation under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Mayor.

Article 9 - EXTRA WORK AND MODIFICATION

It is agreed that the said Contractor shall do such incidental or extra work in connection with this Contract as the Mayor may especially order in writing. If such extra work or any part thereof be of such character that it may be definitely covered by construction items for which unit prices are named in the proposal of this Contract, then and in that case the City will pay, and the Contractor will accept as full compensation for such extra work, or such part thereof, the amount computed by applying the unit prices to the quantities of extra work falling under the several items. Also, such extra work may be paid for at prices mutually agreed upon at the time by the City and the Contractor. But if such extra work, or any part thereof, be of a kind which may not be definitely covered by the regular pay items of this contract, and if no price therefor has been mutually agreed upon in advance, or if the work is of such a nature that it cannot be estimated with fair exactness in advance, then the City will pay, and the Contractor will accept as full compensation for such, an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen percent (15%) of such net cost for superintendence, power, the use of tools, and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor will furnish to the City Engineer, at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of work performed by him, and his rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price paid or to be paid therefor.

The City may, at its discretion, furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing by the Mayor, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

When it becomes necessary in the prosecution of any work or improvement under contract to make minor alterations or modifications of such contract or the plans and specifications thereof, such alterations, changes or modifications shall be made only on the written order of the Mayor.

No such order shall be made until the price to be paid for the work or material or both and the credits, if any, to be allowed by the City under the altered and modified Contract shall have been agreed upon in writing and signed by the Contractor and by the Mayor.

Article 10 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

If any inconsistency, omission, or conflict is discovered in either the plans or the specifications, or if in any place the meaning of either the plans or the specifications, or both, is obscure, or uncertain, or in dispute, the Engineer will decide as to the true intent.

In case the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, or due to changed or altered conditions, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before beginning work on which the Contractor intends to base a claim and shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to give such notification or to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except that consideration will be given to claims to the extent that they are substantiated by City records. The determination of extra compensation made by the City, where the Contractor has failed to give proper notice of his claim for extra compensation as provided herein or has failed to afford the Engineer proper facilities for keeping strict account of actual costs, shall be final and binding on the Contractor. The filing of such notice by the Contractor and the monitoring of cost by the Engineer for said notice of claim, shall not in any way be construed to establish the validity of the claim. When the extra work in question has been completed, the Contractor shall file the claim for extra compensation with the Engineer.

Such claims shall be filed with the Engineer in a timely manner but no later than 10 days after the contract is completed. A written decision will be given to the Contractor in a timely manner, regarding the approval, partial approval, or disapproval of the Contractor's claim for extra compensation. The City will determine procedures for reviewing the Contractor's claim.

Article 11 - EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the City because of any emergency or public necessity, or by reason of extra work ordered by the City Engineer, or by any act, neglect, delay, or default on the part of

the City, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall be, in such case, entitled to such extensions or advancement of the time period specified in the Agreement as the City Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this Article.

In case the Contractor shall be delayed in the fulfillment of his obligations under this Contract, from any cause whatsoever, and in case the City shall acquiesce in the Contractor's prosecution and completion of the work, or any part of it, after the date at which it should have been finished, such acquiescence shall not operate as a waiver of any of the City's rights under this Contract, nor shall it invalidate or in any way weaken the Contractor's bonds.

Article 12 - LIQUIDATED DAMAGES

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the Contract, and in the event that said Contractor shall fail in the due performance of the entire work to be performed under this Contract, by and at the time herein mentioned and referred to in the Agreement, or within some other certain date subsequent to this to which the time limit for completion of the work may have been advanced under provisions of Article 11, the said Contractor shall pay unto the City as and for liquidated damages, and not as a penalty, the sum of **Thirteen Hundred Fifty Dollars($ 1,350.00)** for each and every calendar day that the said Contractor shall be in default.

Said sum of **Thirteen Hundred Fifty Dollars($ 1,350.00)** per day, in view of the difficulty of estimating such damages with exactness, is agreed upon as the damages which will be suffered by the City by reason of such default. It is also understood and agreed by the parties to this Contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this Contract; which said sum the City shall have the right to deduct from any monies in its possession, otherwise due, or to become due to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for. (See also any Special Provisions for Liquidated Damages.)

Said liquidated damages are in addition to any actual damages which the City may recover under the provisions of the contract.

Article 13 - PAYMENTS TO THE CONTRACTOR

13.1 Contractor's Obligation Prior to Payment

It is agreed that before the Contractor shall demand partial or final estimates or payments, the City may require him to furnish the City satisfactory evidence that all persons that have supplied labor or materials for the work embraced under this

Contract have been fully paid for the same; and that in case such evidence be not furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of the persons aforesaid be retained by the City from any monies that may be due or become due to him under this Contract until such liabilities shall be fully discharged and evidence thereof be furnished to the City. The Contractor agrees to make prompt settlement for all repair expenses made by the City as a result of the Contractor's work. Consent of the Contractor's surety will be required prior to final payment.

13.2 City's Obligation to Pay

It is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this Contract, the City shall pay to him, at the times and in the manner stipulated, the total sum as determined by calculations from the unit prices in the proposal, but diminished by such amount as the City may lawfully retain as liquidated damages under the provisions of Article 12 herein; and the Contractor shall accept the payment of such sum as full compensation for his work under this Contract.

13.3 Progress Estimates and Payments

Progress payments shall comply with Act No. 524 Public Acts of 1980. At about the first of each month, during which satisfactory progress has been made toward the final completion of the work, the Engineer will make up an estimate of the amount and value of the work which has been done under this Contract since the date of the last preceding estimate, and will report such estimate in writing to the City Director of Finance. Such estimates shall not be required to be made by strict measurements, or with exactness, but may be made either wholly or in part by appraisement or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any progress estimate may be allowed for or corrected in any subsequent estimate.

Following the rendering of such estimate by the Engineer, and as soon as practicable thereafter, the City will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of such work. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the City so determines, the City may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

The Director of Finance may require the Contractor, before the payment of any estimate, to file an affidavit showing the unpaid bills for materials or supplies of any kind furnished for this work.

Any time after 94% of the work is in place, the Contractor may request release of all of the retainage. The City shall be required to release the retainage plus interest to the Contractor in such case only if the Contractor provides to the City an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this State, and containing terms mutually acceptable to the Contractor and the City.
The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of this Contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of this Contract, and not merely supplementary to it.

Disputes under this provision may be submitted to the decision of an agent, at the option of the City, pursuant to Section 4 of Act 524 of 1980. (MCLA 125.1564).

13.4 Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates, based upon such measurements, shall be final and conclusive evidence of the amount of work performed under this Contract.

13.5 Final Estimate and Payment

As soon as practicable after the satisfactory completion of all the work included under this Contract, the Engineer will make final inspection of all the work and will make up a final estimate of the amount due to the Contractor under the terms of this Contract. At this time the Contractor shall file with the Director of Finance an affidavit stating that all bills have been paid in full for all materials, supplies and labor of every kind that have been furnished for this work, or stating the balance due for such materials, supplies and labor (See sample on Page 52). The Contractor shall file with the City Engineer the Contractor's Declaration found on Page 51, stating that all claims for extra payments have been satisfactorily settled and there will be no further claims. A final certificate relative to compliance of Affirmative Action Plan also will be required as a condition of payment. Consent of the Contractor's surety shall also be filed. The Engineer will then certify this estimate to the City Director of Finance and the Contractor will be paid the amount of said estimate, less the amounts previously paid; excepting that the City may, at its option, reserve such amount as it may deem necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this work until such obligation shall have been paid.

Article 14 - WARRANTY MAINTENANCE

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.

Article 15 - MICHIGAN NON-DISCRIMINATION STATUTE

It is agreed that the Contractor and his subcontractors will not discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

Article 16 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all laws of the State of Michigan relating to the employment of labor on public work, and all the charter provisions and ordinances of the City of Pontiac regulating or in respect to public improvements.

Article 17 - PATENTS, PATENT RIGHTS, AND TRADEMARKS

The Contractor shall indemnify, protect, defend and save the City of Pontiac, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the City, harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent, trademark or service mark right in any article, material, process, machine or appliance used by him in this work.

Article 18 - WORK WITHIN RAILROAD, PRIVATE, STATE OR COUNTY RIGHTS-OF-WAY

All construction work within railroad, private, State or County highway rights-of-way shall be performed by the Contractor in accordance with the requirements of the rights-of-way agreement and of the railroad or highway department having jurisdiction; including procedures of excavating, backfilling, removing and replacing pavement, maintaining and safeguarding traffic, inspection procedures of jacking pipes and encasing pipes under railroads and highways, etc. All required construction permits and surety bonds shall be furnished by the Contractor before commencing work. At the conclusion of the work, the Contractor shall furnish a written statement from the railroads and highway departments that work in rights-of-way under their jurisdiction has been completed to their satisfaction.

Article 19 - PROTECTION AND SAFETY

19.1 Protection Against Accident

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and watchmen, when necessary, as will effectively prevent any accident in consequence of his work, and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees, or workmen.

19.2 Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all these elements included as extra work under this Contract in exactly the same manner as the regular work is covered.

19.3 Responsibility for Adjoining Structures

The Contractor shall have full responsibility for the protection of all property, driveways, buildings, fences, and other structures, and their foundations, along (or near) the line of the work, and shall indemnify, defend and save harmless the City of Pontiac, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the City, against all damages or alleged damages to any such structure arising out of his work.

No driveway shall be entirely closed to travel, even temporarily, except with the written consent of the Engineer, previously obtained. Highways must be suitably posted during the period in which construction work is in progress in them, and the Contractor shall be responsible for this precaution. Suitable bridges must be built across trenches at highway crossings to facilitate travel, and this same requirement shall apply likewise to private roadways.

19.4 Responsibility for Water Courses

The Contractor shall maintain in continuous and effective service all drains and water courses touched during the progress of the work. If it should become necessary, temporarily, to divert or obstruct the flow of any such water course or drain, written consent must first be obtained from the Engineer, and the Contractor shall assume full responsibility for the consequences.

19.5 Responsibility for Utilities

Certain underground structures and utilities have been shown as an aid to the Contractor, but the City does not guarantee their location or that other underground structures or utilities may not be encountered. It shall be the responsibility of the Contractor to make all arrangements with the owners of the respective utilities for the establishment of their location, prior to beginning the construction.

The Contractor shall assume full responsibility for the protection of all utilities, water, sewer, gas, telephone, or any other, either public or private, along or near the line of work, and will be held responsible for any damages to such utilities arising from his operations. If for the Contractor's convenience he desires that any portion of the utilities be moved to facilitate his operations, he shall make all necessary arrangements with the owner of the respective utilities, and pay all costs resulting from this work.

In cases where utilities, water, sewer, gas, telephone or any other, either public or private, are directly in the line of the structures being constructed, such as those being within the permissible limits of a sewer excavation or pavement excavation, and the City deems it necessary that the said utility be moved, the said company or companies, agents or superintendents will be notified by the City Engineer to remove the same within a specified time. The Contractor shall not interfere with said utility or any portion thereof until the expiration of the time specified in said notice. The Contractor will not be held responsible for any costs resulting from this work.

In all cases where there is a dispute between the Contractor and the owner of the respective utility as to necessity of moving or repairing same within City-owned right of way, the City Engineer shall make the final decision in the matter, which decision shall be binding on the respective parties, and order the respective parties to proceed accordingly.

19.6 Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery from injury by workmen, teams, or other agencies connected with his work. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins if, in the judgment of the Engineer, such precautions are necessary.

19.7 Protection of Reference Points

The Contractor shall carefully preserve monuments, bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

19.8 Removal of Water

The Contractor shall provide all necessary pumps, pipes, drains, ditches, dikes, and other means for adequately protecting the work from damage by water, and he shall so protect it during the entire construction period. No direct payment will be made to the Contractor for removing or pumping water, or for any of the means employed in protecting the work against damage by water, but compensation therefor shall be considered as being included in the unit prices fixed in this Contract for the several structures.

Water pumped or delivered from trenches and excavations shall be disposed of in such manner as will not injure the public health, nor damage public or private property, nor injure any work complete or in progress.

19.9 Dust Control

The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of his responsibility.

Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited unless authorized by the Engineer.

No direct payment will be made for any such work performed or material used to control dust under this Contract.

19.10 Control of Noise

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

19.11 Erosion Control

The Contractor shall comply with the Soil Erosion and Sedimentation Control Act, Act 347 of 1972, as amended by Act 197, Public Acts of 1974 and local City or County soil erosion control programs. Also, should the local agency determine that the construction operation is in violation of the act and cites the City, the Contractor shall take immediate action, as directed by the City, to insure compliance with the Act.

19.12 First Aid

The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.

19.13 Ventilation and Safety in Gas

Positive and approved means shall be provided by the Contractor for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, then ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no flame or other open light shall be used on the work. The Contractor shall be required to enforce a "no smoking" ban on all workmen present.

19.14 Sanitary Regulations

The Contractor shall provide for his employees an abundant and convenient supply of drinking water, taken from the City mains or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any other water in the neighborhood known to be prejudicial to the health of the workers.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of sanitary conveniences, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and conditions of maintenance of these utilities must at all times be such as will meet the approval of the Engineer.

Article 20 - CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in neat condition all the premises which he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, and rubbish, and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the grounds, he shall replace or put in good repair all fences, telephone poles and lines, roadways, and other property that may have been damaged by him during the progress of the work. Damage to crops within the limits of the right-of-way or street will be paid by the City, but the Contractor must assume responsibility for all damages outside of this right-of-way.

Article 21 - PROGRESS SCHEDULE

The CONTRACTOR shall submit a Progress Schedule to the City for review and approval within ten (10) days of receipt of the "NOTICE OF AWARD". The Contractor shall address the following items in the proposed schedule.

21.1 All work on Part C and Part D streets (Woodward Avenue (BL-75), Russell / Whittemore Street Intersection, S. Merrimac Street, and St. Clair Street) shall be completed on or before November 12, 2021.

21.2 All work on Part A and Part B streets (Cherry Hill Drive, Fairmount Avenue, Starlight Lane, Grandville Court, Bynan Lane / Gambrell Drive, Omar Street, Granada Drive , and W. Columbia Avenue) shall be completed on or before July 30, 2022.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period of_____

to _____ A.D., 20 ____ , performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the City of Pontiac or his agents, in addition to the regular items set forth in the contract named or numbered **2021 Local Street Improvement Project** and dated __ _____ A.D., 20 _____ , for_____

_____

_____

_____

executed between myself and the City of Pontiac, and in the Change Orders for work issued by the City in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date:_____

By:_____

Title:_____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF)

The undersigned _____, hereby represents that on _____, he (it) was awarded a contract by the City of Pontiac, hereinafter called the Owner, to_____

_____

in accordance with the terms and conditions of Contract **2021 Local Street Improvement Project** and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D. 20 _____.

Contractor:_____

By:_____

Title:_____

Subscribed and sworn and to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____ A.D. 20 _____.

_____

Notary Public
My Commission expires: _____

NOTICES TO BIDDERS, SPECIFICATIONS AND SPECIAL PROVISIONS

CITY OF PONTIAC

NOTICE TO BIDDERS

GENERAL REQUIREMENTS

NFE: JCK 2021-04-28

All work shall be done in accordance with the City of Pontiac Standard Details and the Michigan Department of Transportation 2012 Standard Specifications for Construction and the latest revisions to the Standard Details as published by MDOT except as specifically modified in the Contract Documents

CITY OF PONTIAC

NOTICE TO BIDDERS

JOB SITE SAFETY

NFE: JCK 2021-04-26

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

CITY OF PONTIAC

NOTICE TO BIDDERS

BI-WEEKLY PROGRESS MEETING

NFE: JCK 2021-04-26

Bidders are advised that after the commencement of construction activities, the Contractor will be required to attend a bi-weekly progress meeting with the Engineer and any other interested parties. Dates will be selected at the beginning of the project and the meeting will be held at the office of the Engineer, or as otherwise arranged. The Contractor's project representative along with representatives from all critical subcontractors, as requested by the Engineer, shall be present at the meeting to discuss the status of the project and to coordinate the work for the following two (2) weeks.

CITY OF PONTIAC

NOTICE TO BIDDERS

PERMIT REQUIREMENTS

NFE: JCK 2021-04-27

Bidders are advised that the following permits are required for construction of this project:

MDOT Right-of-Way Permit:	A permit to perform work or place traffic control devices within the Michigan Department of Transportation right-of-way shall be provided to the contractor. The Contractor shall be responsible for meeting all of the requirements outlined in the permit.
Canadian National Railroad:	A permit to perform work in the right-of-way of the Canadian National Railroad at Woodward Ave. shall be provided to the contractor. The Contractor shall be responsible for meeting all of the requirements outlined in the permit.
Water Use Permit:	A permit will be required to access City fire hydrants to obtain water for construction, cleaning, dust control, etc. The Contractor must obtain this permit from the Oakland County Water Resources Commissioner. As a part of this permit a meter will be provided by the County to measure the usage of water. Backflow prevention must be maintained at all times. Payment for any fees or for water usage will be the responsibility of the Contractor.
Structure Adjustments:	A permit from the Oakland County Water Resources Commissioner for adjusting sanitary and water structures covers in the right-of-way will be provided to the contractor. The contractor shall be responsible for all fees associated with said permit, and shall be responsible for meeting all of the requirements outlined in the permit.

CITY OF PONTIAC

SPECIAL PROVISON
FOR
PROGRESS CLAUSE

NFE: JCK 2021-07-30

The Contractor shall begin work within ten (10) calendar days after receiving the "Notice to Proceed" or on or before the date designated as the starting date in the detailed Progress Schedule. The completion dates for this project shall be as follows:

- All work on Part C and Part D streets (Woodward Avenue (BL-75), Russell / Whittemore Street Intersection, S. Merrimac Street, and St. Clair Street) shall be completed on or before November 12, 2021.

- All work on Part A and Part B streets (Cherry Hill Drive, Fairmount Avenue, Starlight Lane, Grandville Court, Bynan Lane / Gambrell Drive, Omar Street, Granada Drive , and W. Columbia Avenue) shall be completed on or before July 30, 2022.

The Contractor shall perform all work in accordance with the traffic control plans provided in the construction drawings. Temporary traffic and detours shall be maintained at all times. The Contractor shall complete all restoration work and pavement markings as specified in the construction drawings and as directed by the Engineer.

Failure by the Contractor to meet the above requirements and dates will result in the Contractor being assessed liquidated damages in accordance with the Special Provision for Schedule of Liquidated Damages for Oversight.

The Contractor shall also be assessed liquidated damages in accordance with the Special Provision for Schedule of Liquidated Damages for Oversight for any days exceeding ten (10) between the placement of the leveling and wearing courses of HMA on any street. The City Engineer will consider all requests for extensions of time based on weather or extenuating circumstances that prevent HMA paving operations.

The low bidder for the work covered by this proposal will be required to attend a preconstruction meeting and to submit a detailed progress schedule for approval by the Engineer. The progress schedule shall include, as a minimum, the starting and completion dates of all items of work, as well as the date the project is to be completed. The Contractor shall schedule their work such that no more than three (3) business days will elapse between major items of work. It is the intent of this provision that a continuous flow of operations will be maintained from start to finish.

CITY OF PONTIAC

NOTICE TO BIDDERS

UTILITY COORDINATION

NFE: JCK 2021-04-26

Description

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2012 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. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2012 MDOT Standard Specifications for Construction.

The following public utilities have facilities located within the right-of-way:

Electric - Distribution:
DTE Energy
1530 Trombly Street
Detroit, MI 48211
Contact: Laura Toporowski 630-336-2020

Gas:
Consumers Energy
4600 Coolidge Hwy
Royal Oak, MI 48073
Contact: Ernie Martyniuk 248-433-5868

Sanitary Sewer:
Oakland County W.R.C.
1 Public Works Dr
Waterford, MI 48328
Contact: Rick DeVisch 248-858-4939

Water Main
Oakland County W.R.C.
1 Public Works Dr
Waterford, MI 48328
Contact: Amy Ploof 248-452-2271

Telephone:
AT&T
54 N. Mill Street
Pontiac, MI 48342
Contact: Matt Silwa 248-877-0762

Cable Television:
Comcast Cable
25626 Telegraph Rd
Southfield, MI 48033
Contact: Michael Marlow 248-809-2765

Electric – Community Lighting:
DTE Energy
15600 19 Mile Rd
Clinton Twp, MI 48038
Contact: Reggie Brown 586-412-3207

City of Pontiac – Street Lighting and Storm Drain
City of Pontiac – Engineering Department
47450 Woodward Ave.
Pontiac, MI 48342
Contact: Abdul Siddiqui 248-758-3615

Storm drain, water main and street lighting improvements shall be constructed as identified in the construction plans or specifications.

On all projects: "Three Working Days before you Dig – Call MISS DIG (800)482-7171"

Existing service facilities, which are located within grading or structure limits, will be moved or adjusted by the owners to locations or elevations designated by the Engineer or will be removed entirely from the right of way. Owners of public utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor's operations.

CITY OF PONTIAC

NOTICE TO BIDDERS

USE OF CITY WATER

NFE: JCK 2021-04-26

Description

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

As a part of this permit, a meter will be provided by the Oakland County Water Resources Commissioner to measure the usage of water. Backflow prevention must be maintained at all times. A permit fee will be due upon issuance of the permit. A usage fee will be due upon the return of the provided meter.

The Contractor is advised to contact Amy Ploof at 248-858-0958 or ploofa@oakgov.com to ascertain the procedures for obtaining a permit and for paying the required fees for such use.

Measurement and Basis of Payment

The cost of the permit fee and metered use of the City's water supply is the responsibility of the Contractor and shall be considered incidental to the project and shall not be paid for separately.

CITY OF PONTIAC

NOTICE TO BIDDERS

STAGING OF CONSTRUCTION ACTIVITIES

NFE: JCK 2021-04-27

Bidders are advised that if they intend on staging their activities outside of the public right-of-way, approval for a variance from the City of Pontiac Zoning Board of Appeals is required. It shall be the responsibility of the Contractor to make application to the City of Pontiac's Office of Land Use and Strategic Planning. The procedure for making this application includes:

1. Obtain and complete the property application forms and pay fees.
2. File the forms with the Office of Land Use and Strategic Planning and include the following items:
   a. A fully dimensioned and scaled plot plan showing property lines and locations of all buildings.
   b. A clear description of any proposed change of use to include present use and a detailed accounting of the new use.
   c. Any additional information required by the Office of Land Use and Strategic Planning, for proper processing of the application.
3. The request will be placed on the agenda of the Zoning Board of Appeals as soon as possible.
4. The applicant will be notified by mail of the hearing time and date.
5. A variance, if granted, will be void six (6) months after date of approval if not acted upon the applicant.
6. A variance, if granted, does not constitute permission to proceed without first obtaining the necessary permits to complete the required work.

Furthermore, if City of Pontiac property is to be used for staging activities, an agreement between the Contractor and the City, allowing the Contractor the use of the property, shall be approved by the City prior to the Contractor accessing the property.

The costs associated with the Contractor obtaining approval from the City of Pontiac Zoning Board of Appeals shall not be paid for separately.

CITY OF PONTIAC

NOTICE TO BIDDERS
FOR
DRIVEWAY ACCESS, TEMPORARY

NFE: JCK 2021-04-29

Description

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

CITY OF PONTIAC

SPECIAL PROVISION
FOR
SWEEPING

NFE: JCK 2021-04-27

Description

This work shall consist of sweeping pavements, as often as necessary, in the construction area, as directed by the Engineer.

A final cleaning shall be completed within five (5) working days prior to the opening of the roadway.

Equipment

The machine that is used shall be self-propelled or towed street sweeper, equipped with pickup attachments and curb brushes.

Measurement and Basis of Payment

The completed work for Sweeping shall not be paid for separately, but shall be considered included in other items of work on the project.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
DUST CONTROL

NFE: JCK 2021-04-26

Description

The Contractor shall take such precautions and do such work so as to effectively control dust caused by his operations on all streets that are affected by the construction of the project.

During each seven (7) day period that the street is under construction, the Contractor shall supply and apply water to the grade in such amounts that dust will be kept to a minimum. The water shall be applied to the grade at least once during each seven (7) day period and at such other times and places as the Engineer may direct. The Contractor shall schedule the application of water to be done on the Thursday of each week. The rate of application shall be 0.5 gallons per square yard.

In the event that the ground is already sufficiently wet from natural causes, the Contractor may not be required to apply water to the grade. The Contractor's equipment and labor to apply the water to the grade shall be on site every Thursday ready and equipped to apply water. The Engineer shall have sole direction as to whether or not water is required and the Engineer's decision shall be final.

Measurement and Basis of Payment

The completed work for Dust Control shall not be paid for separately.

In the event that the City deems it necessary to perform this work for the Contractor, the City shall have the work done and charge the cost thereof against any monies that may be due or may become due to the Contractor.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
PROOF ROLLING

NFE: JCK 2021-04-27

Description

This work shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as follows:.

Construction Methods

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

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

Any required subgrade improvements ordered by the Engineer will not be a basis to extend the time of completion, unless in the opinion of the Engineer an extension of time is warranted.

Measurement and Basis of Payment

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

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
ACCEPTANCE OF HOT MIX ASPHALT MIXTURE ON LOCAL AGENCY PROJECTS

a. Description. This special provision provides sampling and testing requirements for local agency projects using the roller method and the nuclear density gauge testing. Provide the hot mix asphalt (HMA) mixture in accordance with the requirements of the standard specifications, except where modified herein.

b. Materials. Provide aggregates, mineral filler (if required), and asphalt binder to produce a mixture proportioned within the master gradation limits shown in the contract, and meeting the uniformity tolerance limits in Table 1.

Table 1: Uniformity Tolerance Limits for HMA Mixtures

Parameter			Top and Leveling Course		Base Course	
Number	Description		Range 1 (a)	Range 2	Range 1 (a)	Range 2
1	% Binder Content		-0.30 to +0.40	±0.50	-0.30 to +0.40	±0.50
2	% Passing	# 8 and Larger Sieves	±5.0	±8.0	±7.0	±9.0
		# 30 Sieve	±4.0	±6.0	±6.0	±9.0
		# 200 Sieve	±1.0	±2.0	±2.0	±3.0
3	Crushed Particle Content (b)		Below 10%	Below 15%	Below 10%	Below 15%

a. This range allows for normal mixture and testing variations. The mixture must be proportioned to test as closely as possible to the Job-Mix-Formula (JMF).
b. Deviation from JMF.

Parameter number 2 as shown in Table 1 is aggregate gradation. Each sieve will be evaluated on one of the three gradation tolerance categories. If more than one sieve is exceeding Range 1 or Range 2 tolerances, only the one with the largest exceedance will be counted as the gradation parameter.

The master gradation should be maintained throughout production; however, price adjustments will be based on Table 1. Aggregates which are to be used in plant-mixed HMA mixtures must not contain topsoil, clay, or loam.

c. Construction. Submit a Mix Design and a JMF to the Engineer. Do not begin production and placement of the HMA until receipt of the Engineer's approval of the JMF. Maintain the binder content, aggregate gradation, and the crushed particle content of the HMA mixture within the Range 1 uniformity tolerance limits in Table 1. For mixtures meeting the definition of top or leveling course, field regress air void content to 3.5 percent with liquid asphalt cement unless

specified otherwise on HMA application estimate. For mixtures meeting the definition of base course, field regress air void content to 3.0 percent with liquid asphalt cement unless specified otherwise on HMA application estimate.

Ensure all persons performing Quality Control (QC) and Quality Assurance (QA) HMA field sampling are "Local Agency HMA Sampling Qualified" samplers. At the Pre-Production or Pre-Construction meeting, the Engineer will determine the method of sampling to be used. Ensure all sampling is done in accordance with *MTM 313 (Sampling HMA Paving Mixtures)* or *MTM 324 (Sampling HMA Paving Mixtures Behind the Paver)*. Samples are to be taken from separate hauling loads.

For production/mainline type paving, obtain a minimum of two samples, each being 20,000 grams, each day of production, for each mix type. The Engineer will sample and maintain possession of the sample. Sampling from the paver hopper is prohibited. Each sample will be divided into two 10,000 gram parts with one part being for initial testing and the other part being held for possible dispute resolution testing. Obtain a minimum of three samples for each mix type regardless of the number of days of production.

Obtain samples that are representative of the day's paving. Sample collection is to be spaced throughout the planned tonnage. One sample will be obtained in the first half of the tonnage and the second sample will be obtained in the second half of the tonnage. If planned paving is reduced or suspended, when paving resumes, the remaining sampling must be representative of the original intended sampling timing.

Ensure all persons performing testing are Bit Level One certified or Bit QA/QC Technician certified.

Ensure daily test samples are obtained, except, if the first test results show that the HMA mixture is in specification, the Engineer has the option of not testing additional samples from that day.

At the Pre-Production or Pre-Construction meeting, the Engineer and Contractor will collectively determine the test method for measuring asphalt content (AC) using *MTM 319 (Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method)* or *MTM 325 (Quantitative Extraction of Bitumen from HMA Paving Mixtures)*. Back calculation will not be allowed for determining asphalt content.

Ensure all labs performing local agency acceptance testing are qualified labs per the *HMA Production Manual* and participate in the MDOT round robin process, or they must be *AASHTO Materials Reference Laboratory* (AMRL) accredited for *AASHTO T 30* or *T 27*, and *AASHTO T 164* or *T 308*. Ensure on non-National Highway System (NHS) routes, Contractor labs are made available, and may be used, but they must be qualified labs as previously stated. Contractor labs may not be used on NHS routes. Material acceptance testing will be completed by the Engineer within 14 calendar days, except holidays and Sundays, for projects with less than 5,000 tons (plan quantity) of HMA and within 7 calendars days, except holidays and Sundays, for projects with 5,000 tons (plan quantity) or more of HMA, after the Engineer has obtained the samples. QA test results will be provided to the Contractor after the Engineer receives the QC test results. Failure on the part of the Engineer or the laboratory to provide Quality Assurance test results within the specified time frame does not relieve the Contractor of their responsibility to provide an asphalt mix within specifications.

The correlation procedure for ignition oven will be established as follows. Asphalt binder content based on ignition method from MTM 319. Gradation (*ASTM D 5444*) and Crushed particle content *(MTM 117)* based on aggregate from *MTM 319*. The incineration temperature will be established at the Pre-Production Meeting. The Contractor will provide a laboratory mixture sample to the acceptance laboratory to establish the correction factor for each mix. Ensure this sample is provided to the Engineer a minimum of 14 calendar days prior to production.

For production/mainline type paving, the mixture may be accepted by visual inspection up to a quantity of 500 tons per mixture type, per project (not per day). For non-production type paving defined as driveways, approaches, and patching, visual inspection may be allowed regardless of the tonnage.

The mixture will be considered out-of-specification, as determined by the acceptance tests, if for any one mixture, two consecutive tests per parameter, (for Parameter 2, two consecutive aggregate gradations on one sieve) are outside Range 1 or Range 2 tolerance limits. If a parameter is outside of Range 1 tolerance limits and the second consecutive test shows that the parameter is outside of Range 2, then it will be considered to be a Range 1 out-of-specification. Consecutive refers to the production order and not necessarily the testing order. Out-of-specification mixtures are subject to a price adjustment per the Measurement and Payment section of this special provision.

Contractor operations will be suspended when the mixture is determined to be out-of-specification, but contract time will continue to run. The Engineer may issue a Notice of Non-Compliance with Contract Requirements (Form 1165), if the Contractor has not suspended operations and taken corrective action. Submit a revised JMF or proposed alterations to the plant and/or materials to achieve the JMF to the Engineer. Effects on the Aggregate Wear Index (AWI) and mix design properties will be taken into consideration. Production and placement cannot resume until receipt of the Engineer's approval to proceed.

Pavement in-place density will be measured using one of two approved methods. The method used for measuring in-place density will be agreed upon at a pre-production or pre-construction meeting.

Pavement in-place density tests will be completed by the Engineer during paving operations and prior to traffic staging changes. Pavement in-place density acceptance testing will be completed by the Engineer prior to paving of subsequent lifts and being open to traffic.

Option 1 – Direct Density Method

Use of a nuclear density gauge requires measuring the pavement density using the Gmm from the JMF for the density control target. The required in-place density of the HMA mixture must be 92.0 to 98.0 percent of the density control target. Nuclear density testing and frequency will be in accordance with the *MDOT Density Testing and Inspection Manual*.

Option 2 – Roller Method

The Engineer may use the Roller Method with a nuclear or non-nuclear density gauge to document achieving optimal density as discussed below.

Use of the density gauge requires establishing a rolling pattern that will achieve the required in-place density. The Engineer will measure pavement density with a density gauge using the Gmm from the JMF for the density control target.

Use of the Roller Method requires developing and establishing density frequency curves, and meeting the requirements of Table 2. A density frequency curve is defined as the measurement and documentation of each pass of the finished roller until the in-place density results indicate a decrease in value. The previous recording will be deemed the optimal density. The Contractor is responsible for establishing and documenting an initial or QC rolling pattern that achieves the optimal in-place density. When the density frequency curve is used, the Engineer will run and document the density frequency curve for each half day of production to determine the number of passes to achieve the maximum density. Table 5, located at the end of this special provision, can be used as an aid in developing the density frequency curve. The Engineer will perform density tests using an approved nuclear or non-nuclear gauge per the manufacturer's recommended procedures.

Table 2: Minimum Number of Rollers Recommended Based on Placement Rate

Average Laydown Rate, Square Yards per Hour	Number of Rollers Required (a)	
	Compaction	Finish
Less than 600	1	1 (b)
601 - 1200	1	1
1201 - 2400	2	1
2401 - 3600	3	1
3601 and More	4	1

a. Number of rollers may increase based on density frequency curve.
b. The compaction roller may be used as the finish roller also.

After placement, roll the HMA mixture as soon after placement as the roller is able to bear without undue displacement or cracking. Start rolling longitudinally at the sides of the lanes and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the drum. Ensure each required roller is 8 tons minimum in weight unless otherwise approved by the Engineer.

Ensure the initial breakdown roller is capable of vibratory compaction and is a maximum of 500 feet behind the paving operations. The maximum allowable speed of each roller is 3 miles per hour (mph) or 4.5 feet per second. Ensure all compaction rollers complete a minimum of two complete rolling cycles prior to the mat temperature cooling to 180 degrees Fahrenheit (F). Continue finish rolling until all roller marks are eliminated and no further compaction is possible. The Engineer will verify and document that the roller pattern has been adhered to. The Engineer can stop production when the roller pattern is not adhered to.

d. Measurement and Payment. The completed work, as described, will be measured and paid for using applicable pay items as described in subsection 501.04 of the Standard Specifications for Construction, or the contract, except as modified below.

Base Price. Price established by the Department to be used in calculating incentives and adjustments to pay items and shown in the contract.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 1, but not the Range 2, tolerance limits, that mixture parameter will be subject to a 10 percent penalty. The 10 percent penalty will be assessed based on the acceptance tests only unless the Contractor requests that the 10,000 gram sample part retained for possible dispute resolution testing be tested. The Contractor has 4 calendar days from receipt of the acceptance test results to notify the Engineer, in writing, that dispute resolution testing is requested. The Contractors QC test results for the corresponding QA test results must result in an overall payment greater than QA test results otherwise the QA tests will not be allowed to be disputed. The Engineer has 4 calendar days to send the dispute resolution sample to the lab once dispute resolution testing is requested. The dispute resolution sample will be sent to an independent lab selected by the Local Agency, and the resultant dispute test results will be used to determine the penalty per parameter, if any. Ensure the independent lab is a MDOT QA/QC qualified lab or an AMRL HMA qualified lab. The independent lab must not have conflicts of interest with the Contractor or Local Agency. If the dispute testing results show that the mixture parameter is out-of-specification, the Contractor will pay for the cost of the dispute resolution testing and the contract base price for the material will be adjusted, based on all test result parameters from the dispute tests, as shown in Table 3 and Table 4. If the dispute test results do not confirm the mixture parameter is out-of-specification, then the Local Agency will pay for the cost of the dispute resolution testing and no price adjustment is required.

If acceptance tests, as described in section c. of this special provision, show that a Table 1 mixture parameter exceeds the Range 2 tolerance limits, the 10,000 gram sample part retained for possible dispute resolution testing will be sent, within 4 calendar days, to the MDOT Central Laboratory for further testing. The MDOT Central Laboratory's test results will be used to determine the penalty per mixture parameter, if any. If the MDOT Central Laboratory's results do not confirm the mixture parameter is out-of-specification, then no price adjustment is required. If the MDOT Central Laboratory's results show that the mixture is out-of-specification and the Engineer approves leaving the out-of-specification mixture in place, the contract base price for the material will be adjusted, based on all parameters, as shown in Table 3 and Table 4.

In the case that the Contractor disputes the results of the test of the second sample obtained for a particular day of production, the test turn-around time frames given would apply to the second test and there would be no time frame on the first test.

The laboratory (MDOT Central Laboratory or independent lab) will complete all Dispute Resolution testing and return test results to the Engineer, who will provide them to the Contractor, within 13 calendar days upon receiving the Dispute Resolution samples.

In all cases, when penalties are assessed, the penalty applies to each parameter, up to two parameters, that is out of specification.

Table 3: Penalty Per Parameter

Mixture Parameter out-of-Specification per Acceptance Tests	Mixture Parameter out-of-Specification per Dispute Resolution Test Lab	Price Adjustment per Parameter
NO	N/A	None
YES	NO	None
	YES	Outside Range 1 but not Range 2: decrease by 10%
		Outside Range 2: decrease by 25%

The quantity of material receiving a price adjustment is defined as the material produced from the time the first out-of-specification sample was taken until the time the sample leading to the first in-specification test was taken.

Each parameter of Table 1 is evaluated with the total price adjustment applied to the contract base price based on a sum of the two parameter penalties resulting in the highest total price adjustment as per Table 4. For example, if three parameters are out-of-specification, with two parameters outside Range 1 of Table 1 tolerance limits, but within Range 2 of Table 1 limits and one parameter outside of Range 2 of Table 1 tolerance limits and the Engineer approves leaving the mixture in place, the total price adjustment for that quantity of material is 35 percent.

Table 4: Calculating Total Price Adjustment

Cost Adjustment as a Sum of the Two Highest Parameter Penalties		
Number of Parameters Out-of-Specification	Range(s) Outside of Tolerance Limits of Table 1 per Parameter	Total Price Adjustment
One	Range 1	10%
	Range 2	25%
Two	Range 1 & Range 1	20%
	Range 1 & Range 2	35%
	Range 2 & Range 2	50%
Three	Range 1, Range 1 & Range 1	20%
	Range 1, Range 1 & Range 2	35%
	Range 1, Range 2 & Range 2	50%
	Range 2, Range 2 & Range 2	50%

Table 5: Density Frequency Curve Development

Tested by: _____ Date/Time: _____

Route/Location:		Air Temp:
Control Section/Job Number:		Weather:
Mix Type:	Tonnage:	Gauge:
Producer:	Depth:	Gmm:

Roller #1 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #2 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Roller #3 Type:

Pass No.	Density	Temperature	Comments
1			
2			
3			
4			
5			
6			
7			
8			
Optimum			

Summary: _____

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
QUALITY CONTROL AND ACCEPTANCE OF PORTLAND CEMENT CONCRETE (FOR LOCAL AGENCY PROJECTS ONLY)

a. Description. The Contractor must administer quality control (QC) and the Department will administer quality assurance (QA) procedures that will be used for acceptance of and payment for all Portland cement concrete (PCC) for the project. Except as explicitly modified by this special provision, all materials, test methods, and PCC mixture requirements of the standard specifications and the contract apply.

Do not place concrete until the Engineer's daily startup testing verifies that the fresh concrete properties have been met, in accordance with subsection d.2 of this special provision.

Provide the Engineer a minimum 24 hours notification prior to each concrete placement.

1. Terminology.

Air Content of Fresh Concrete. The recorded total air content of fresh concrete sampled and tested according to this special provision.

Air Content Test Results. The recorded air content of fresh concrete corresponding to the strength test specimens that were molded for acceptance.

Alkali-Silica Reactivity (ASR). A chemical reaction which occurs over time within concrete between high alkaline cement paste and reactive forms of silica found in some aggregates. In the presence of moisture, an expansive ASR gel is formed which can exert pressure within the concrete, causing random cracking and premature deterioration of the concrete. See subsection c.5.A of this special provision.

Base Price. Price established by the Department to be used in calculating incentives or adjustments to pay items and shown in the contract.

Concrete Mix Design. The process, by which the concrete mixture performance characteristics are defined, based on selected materials, performance requirements, environmental exposure considerations, placement methods, and other factors that control the plastic and hardened properties of the concrete in efforts to produce an economical and durable product.

Job Mix Formula (JMF). The actual batch quantities (mixture proportions) of each constituent included in the concrete mixture, based on adjustments to the target weights attained from the mix design process, necessary to optimize the concrete mixture properties.

Pay Factor (PF). The factor that is determined according to subsections d.3 of this special provision, used to calculate the price adjustment for a discrete quantity of concrete relative

to its respective level of quality. Pay factor will not exceed 1.00. Therefore, there will never be a positive pay adjustment.

Price Adjustment (ADJ). The price adjustment applied to the quantity of concrete represented by the respective quality index analysis described in subsections d.3 of this special provision.

Production Lot. A discrete cubic yard quantity of concrete containing the same JMF and used for the same application, as described in subsection d.2 of this special provision.

Quality Assurance (QA). Activities administered by the Engineer dealing with acceptance of the product, including, but not limited to, materials selection, sampling, testing, construction inspection, and review of Contractor QC documentation. All concrete QA sampling and testing will be administered by the Department. Department administered QA is described in section d of this special provision.

Quality Control (QC). All activities administered by the Contractor to monitor, assess, and adjust production and placement processes to ensure the final product will meet the specified levels of quality, including, but not limited to, training, materials selection, sampling, testing, project oversight and documentation. Contractor administered QC is described in section c of this special provision.

QC Action Limits. A range of values established by the Contractor in the QC plan that, if exceeded, requires that corrective action be taken by the Contractor to restore the continuity and uniformity of the mixture and methods in conformance with specification requirements. The QC action limits must not exceed the QC suspension limits.

QC Plan. The project-specific plan developed by the Contractor describing, in detail, all aspects of production and construction for the project to ensure consistent control of quality to meet specification requirements.

QC Plan Administrator. An employee of, or consultant engaged by the Contractor, responsible for developing and overseeing all aspects of QC for the project. This includes, but is not limited to preparing the QC plan, managing the Contractor QC personnel, communicating routinely with the production personnel to ensure quality, initiating corrective action and suspending operations when the process is found to be producing non-conforming materials, and preparing and submitting all necessary QC documentation to the Engineer within the specified time period.

QC Suspension Limits. A range of values defined in Table 1 that, if exceeded on a single QC test, requires that the Contractor suspend operations and determine, correct, and document the deficiencies before resuming production. The QC suspension limit must not exceed specification requirement thresholds.

Sample. A representative quantity of concrete taken during production which is used to measure the quality characteristics for the concrete.

Sampling Rate. The number of times the fresh concrete is sampled, as described in subsection d.2 of this special provision.

Small Incidental Quantity. A single day's placement of less than 20 cubic yards of concrete used for non-structural or non-pavement related applications, including, but not limited to:

curb and gutter, sidewalks and sidewalk ramps (excluding driveways and driveway ramps), installing sign or fence posts, guard rail or cable rail foundations (excluding end anchorage foundations), or other contract items where the small quantity of concrete is not paid for separately, as approved by the Engineer. Requirements for small incidental quantity consideration are described in subsections c.5.G, d.2.B and d.3 of this special provision. The corresponding weekly QA test results must meet specification limits defined in Table 3.

Specification Limits. The threshold values placed on a quality characteristic used to evaluate the quality of the material.

Strength Sample Test Result. The average of the two companion 28-day compressive strength test specimens taken from the same sample of concrete is considered a strength sample test result.

Strength Test Specimen. A strength test specimen is an individual 6-inch by 12-inch strength test cylinder or 4-inch by 8-inch strength test cylinder molded and cured according to *AASHTO T23/ASTM C 31* and tested according to *AASHTO T22/ASTM C 39*. All respective QC or QA strength test specimens must be the same nominal size. Strength test specimen cylinder size of 4-inch by 8-inch is permitted only if the nominal maximum coarse aggregate particle size, as specified for the coarse aggregate in the concrete mixture, is 1-inch, or less.

Sublot. A portion of a production lot, represented by a complete set of QA tests, as described in subsection d.2.A of this special provision. The Engineer and the Contractor may agree to reduce the typical sublot size based on project staging or other project conditions.

Supplementary Cementitious Materials (SCM). A mineral admixture (slag cement, fly ash) used to replace a portion of the Portland cement, either individually or as a blended cement, in the concrete mixture. SCM requirements are described in subsection c.5 of this special provision.

b. Materials. Mixture requirements must be in accordance with the contract.

c. Contractor Administered Quality Control (QC).

1. Contractor Quality Control Plan (QC plan). Prepare, implement, and maintain a QC plan specific to the project for concrete that will provide quality oversight for production, testing, and control of construction processes. The QC plan must be in conformance with the contract and must identify all procedures used to control production and placement including when to initiate corrective action necessary to maintain the quality and uniformity of the work.

Develop concrete mix designs and JMFs, as specified, and conduct QC sampling, testing, and inspection during all phases of the concrete work at the minimum frequency, or at an increased frequency sufficient to ensure that the work conforms to specification requirements.

Project-specific items required in the QC plan include (where applicable), but are not limited to the following:

A. Organization chart.

B. QC Plan Administrator and contact information.

C. The name(s) and credentials of the QC staff.

D. Methods for interaction between production and QC personnel to engage timely corrective action, including suspension of work.

E. Coordination of activities.

F. Documentation, procedures, and submittals.

G. Project and plant specifics.

H. Concrete production facilities inspections and certifications.

I. Current testing equipment calibration documentation including calibration factor.

J. Testing and initial field curing facilities for QC and QA strength test specimens (AASHTO T23/ASTM C 31).

K. Stockpile management plan.

L. Corrective action plan.

M. Mixing time and transportation, including time from batching to completion of delivery and batch placement rate (batches per hour), along with the manufacturer's documentation relative to the batching equipment's capabilities in terms of maximum mixing capacity and minimum mixing time (*ASTM C 94*).

N. Placement and consolidation methods including monitoring of vibration, depth checks, and verification of pavement dowel bar alignment.

O. Process for monitoring stability of air content of fresh concrete during concrete production and placement.

P. Hot and cold weather protection considerations and methods.

Q. Control charts with action and suspension limits.

R. Verification for non-deleterious alkali-silica reactivity (see subsection c.5.A of this special provision).

S. Mix design and JMFs.

T. Proposed production lot size and location for use of each JMF on the project.

U. The frequency of sampling, testing, and yield verification.

V. Handling, protection, initial curing, and transporting of strength test specimens (*AASHTO T23/ASTM C31*).

W. Methods to monitor construction equipment loading and open-to-traffic strengths.

X. Finishing and curing procedure.

Y. Ride quality control.

Z. List of QC records to be submitted to the Engineer in accordance with subsection c.2 of this special provision.

Submit the QC plan, for the appropriate items of work, to the Engineer for review a minimum of 10 working days before the start of related work. The Engineer will notify the Contractor of any objections relative to the content of the QC plan within 5 working days of receipt of the QC plan. Do not begin concrete placement before acceptance of the QC plan by the Engineer. If the approved QC plan fails to provide acceptable work, or acceptable control of the work, the Engineer may require the Contractor to revise the QC plan. Revisions to the QC plan must be approved by the Engineer prior to resuming work.

2. QC Records. Maintain complete records of all QC tests and inspections. Document what action was taken to correct deficiencies. Include sufficient information to allow the test results to be correlated with the items of work represented.

Furnish one copy of all QC records, including test reports for the fresh concrete placement, to the Engineer within 24 hours after the date covered by the record in a format acceptable to the Engineer. The Engineer will withhold acceptance of the concrete for failure to provide properly documented and timely QC records and reports.

If the Engineer is performing QA sampling and testing at the same time the Contractor is performing QC sampling and testing, all associated QC records must include the appropriate production lot identification number that correlates with the Department's QA production lot identification number.

3. Personnel Requirements. The QC Plan Administrator must have full authority and responsibility to take all actions necessary for the successful implementation of the QC plan, including but not limited to, the following:

A. Monitoring and utilizing QC tests, control charts, and other QC practices to ensure that delivered materials and proportioning meets specification requirements.

B. Monitoring materials shipped to the project, prior to their use, to ensure their continued compatibility toward producing consistent quality.

C. Periodically inspecting all equipment utilized in transporting, proportioning, mixing, placing, consolidating, finishing, and curing to ensure proper operation.

D. Monitoring materials stockpile management, concrete batching, mixing, transporting, placement, consolidation, finishing, and curing to ensure conformance with specification requirements.

E. Maintaining and submitting all QC records and reports.

F. Directing the necessary corrective action to ensure continual conformance within

the QC action limits.

G. Suspending production for the project when suspension limits are exceeded.

H. Conducting or monitoring adjustments to the JMF.

Individuals performing QC tests must demonstrate that they are proficient and capable of sampling and testing concrete or aggregate, where applicable, in accordance with the associated test procedures and Department requirements prior to commencement of related work. Any adjustments to the JMF must be made by a certified concrete technician (Michigan Concrete Association (MCA) Michigan Level II).

4. QC Laboratory Requirements. Laboratories, including field laboratories and all associated testing equipment that prepare concrete mixes or perform QC testing, must demonstrate to the Engineer that they are equipped, staffed, calibrated, and managed so as to be capable of batching, and testing PCC in accordance with the applicable test methods and procedures. Mix designs and their accompanying JMFs must include a statement, signed by a certified concrete technician (MCA Michigan Level II), that all applicable standard test methods have been followed in verifying the mix design and JMF.

5. Mix Design and Documentation. Design concrete mixtures meeting the requirements specified in Table 1. Provide the grade of concrete for the section number reference application specified in Table 1, or as specified in the contract. Request variance in writing when proposing a mix design that exhibits temperature, slump or air content other than those specified. Include the proposed mix design, JMF, and associated trial batch verification test data. Do not use a grade of concrete with a lower specification limit (LSL) 28-day compressive strength greater than what is designated for the application.

Blended cement meeting the requirements of *ASTM C 595 Type IL* is permitted.

Ensure supplementary cementitious materials are from an MDOT Approved Manufacturer. Slag cement must meet the requirements of subsection 901.06 of the Standard Specifications for Construction. Fly ash must meet the requirements of subsection 901.07 of the Standard Specifications for Construction.

Secure prior approval from the Engineer to use concrete intended for early opening to traffic to facilitate driveway gaps or other features necessary for required local access.

Unless otherwise specified in the contract, set accelerating admixtures are prohibited.

Optimized aggregate gradation is required for high performance concrete and concrete mixtures that are placed using a pump. Concrete mixtures for tremie and drilled shaft applications do not require optimized aggregate gradation. The physical requirements for coarse and intermediate aggregates specified in subsection 902.03.C of the Standard Specifications for Construction apply to high performance concrete pavement mixtures. The physical requirements for aggregates used in concrete mixtures for all other applications will be according to the contract.

Unless otherwise specified in the contract, provide either concrete Grade P1 or Grade D for bridge approach slab applications.

Unless otherwise specified in the contract, do not exceed 40 percent replacement of the Portland cement in the concrete mixture with a supplementary cementitious material. Do not exceed 40 percent total replacement of the Portland cement if more than one supplementary cementitious material is used in the concrete mixture.

Use the combined weight of all cementitious materials to determine compliance with the maximum water-cementitious ratio and cementitious material content requirements specified in Table 1.

For night casting, where applicable, a water-reducing admixture may be used in lieu of a water-reducing and retarding admixture, provided the concrete can be placed and finished in the sequence specified on the plans prior to initial set, is not subjected to residual vibration, or is not within the areas influenced by dead load deflections as a result of adjacent concrete placement operations. When the maximum air temperature is not forecast to exceed 60 degrees F for the day, the Contractor may use a water-reducing admixture or a water-reducing retarding admixture.

Table 1: Minimum Mix Design Requirements for Concrete

Mix Design Parameter	Grade of Concrete						
	P1M (a,b,e)	P1 (a,b)	D,DM (a,b,e)	T	S1 (a)	S2,S2M (a,b,e)	S3/P2 (a)
Lower Specification Limit (LSL) (28-day compressive, psi)	3500	3500	4500	3500	4000	3500	3000
Rejection Limit for an Individual Strength Sample Test Result	3000	3000	4000	3000	3500	3000	2500
Maximum Water/Cementitious Ratio (lb/lb) (c)	0.45						
Cementitious Material Content (lb/yd3) (d)	470-564	517-611	517-658	517-611	517-611	517-611	489-517
Air Content (percent) (f)	5.5-8.5						
Slump (inch) (max.)	(g)						
Section Number Reference (h)	602, 603	602, 603, 801, 802, 803, 810	706, 711, 712	706, 718	705	401, 706, 712, 713, 718, 801, 802, 803, 810, 819	402, 403, 602, 803, 804, 806, 808, 810, 813, 814

a. If the local average minimum temperature in the next 10 consecutive days is forecast to be below 40 degrees F, submit a revised QC plan for the Engineer's approval, addressing in detail changes in materials, concrete batching and mixing processes, construction methods, curing, and protection of the in situ concrete to ensure that the necessary quality characteristics of the hardened concrete product will not be compromised as a result of the cold weather. The revised QC plan must be approved by the Engineer prior to cold weather concrete placement. Do not remove supplementary cementitious material from the concrete mixture.

b. Use aggregates from only geologically natural sources for pavement, shoulder, miscellaneous pavement (including ramps), concrete pavement overlay, bridge approach slab, structural concrete, drilled shaft, bridge railing, and bridge sidewalk applications.

c. Use admixtures as listed in the Qualified Products Lists to reduce mixing water. Ensure concrete in concrete diaphragms contains a water-reducing admixture, or a water-reducing retarding admixture.

d. Type III cement is not permitted.

e. For grades of concrete requiring optimized gradation, aggregates must meet the physical requirements specified in subsection 902.03.C of the Standard Specifications for Construction.

f. For action, suspension, and specification limits, see Tables 2 and 3, where applicable.

g. The maximum slump for Grades P1, P1M, and P2 concrete is 3 inches or as documented on the approved JMF. All other grades of concrete will be according to Table 701-1 of the Standard Specifications for Construction.

h. Section Number Reference:

401 Pipe Culverts
403 Drainage Structures
603 Concrete Pavement Restoration
706 Structural Concrete Construction
712 Bridge Rehabilitation-Concrete
718 Drilled Shafts
802 Concrete Curb, Gutter and Dividers
804 Concrete Barriers and Glare Screens
808 Fencing
813 Slope Protection
819 Electrical and Lighting
402 Storm Sewers
602 Concrete Pavement Construction
705 Foundation Piling
711 Bridge Railings
713 Bridge Rehabilitation-Steel
801 Concrete Driveways
803 Concrete Sidewalk, Sidewalk Ramps, and Steps
806 Shared Use Paths
810 Permanent Traffic Signs and Supports
814 Paved Ditches

A. Alkali-Silica Reactivity. Provide documentation to the Engineer that the concrete mixture does not present the potential for deleterious expansion caused by alkali-silica reactivity (ASR). Provide current ASR test results (valid for 2 years from completion of testing), for the fine aggregate that is proposed to be used in the concrete, from an independent testing laboratory proficient in ASR testing. The independent testing laboratory must certify in writing, including a signed statement that all testing was conducted in accordance with the designated standard test procedures, described herein. Test results must conform to the specified criterion for one of the following standard test methods. ASR testing is not required for concrete pavement repairs and temporary concrete pavements. Use the Rounding Method described in *ASTM E 29* when determining significant digits for reporting expansion test results.

(1) Method 1. *ASTM C 1293.* Concrete Prism Test. If the expansion of concrete prisms is not greater than 0.040 percent (rounded to the nearest 0.001 percent) after 1 year, the fine aggregate is considered non-deleterious to ASR and may be used in the JMF.

(2) Method 2. *ASTM C 1567.* Mortar Bar Test. If no previous test data are available for the fine aggregate that shows it is resistant to ASR using Method 1, above, replace 25 to 40 percent of the Portland cement in the concrete mixture with a supplementary cementitious material. A blended cement meeting the requirements of *ASTM C 595* containing the above Portland cement and supplementary cementitious material proportions may also be used.

Demonstrate the ability of the supplementary cementitious material to control the deleterious expansion caused by ASR by molding and testing mortar bars according to the standard test method described in *ASTM C 1567* using the mix proportions and constituent sources for both the aggregates and the cementitious materials that will be used for the project. Make at least three test specimens for each cementitious materials-aggregate combination. If the average of three mortar bars for a given cementitious materials-aggregate combination produces an expansion less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the JMF associated with that combination will be considered non-deleterious to ASR. If the average expansion is 0.10 percent (rounded to the nearest 0.01 percent) or greater, the JMF associated with that combination will be considered not sufficient to control the deleterious expansion caused by ASR and the JMF will be rejected.

(3) Method 3. *ASTM C 1260.* Mortar Bar Test. If the expansion of the mortar bars is less than 0.10 percent (rounded to the nearest 0.01 percent) at 14 days of immersion, the fine aggregate is considered non-deleterious to ASR and may be used in the concrete without the need for ASR mitigation.

The Engineer will not approve the use of the JMF if the expansion exceeds the respective threshold limits for the respective ASTM test method used.

B. Contractor Provided Mixes. Provide mix design and accompanying JMFs using the methods of verification included in this special provision. Include sufficient information on constituent materials and admixtures along with trial batch verified physical properties of the fresh concrete, mix proportions per cubic yard for all constituents and compressive strength test results necessary to allow the Engineer to

fully evaluate the expected performance of the concrete mixture.

(1) Mix Documentation. Prepare mix designs for each grade of concrete required on the project. Submit JMF for each mix design, including all required documentation, to the Engineer for review 10 working days before the anticipated date of placement. The Engineer will notify the Contractor of any objections within 5 working days of receipt of the mix documentation. Number or otherwise identify each JMF and reference all accompanying documentation to this identification. Reference each JMF to the appropriate method of verification. Mix design and JMF submittals that do not include all required documentation will be considered incomplete and the Engineer will return them without review.

Mix documentation is valid for 2 years provided the material characteristics have not deviated beyond the requirements specified in the contract.

All mix designs and accompanying JMFs must be traceable to a laboratory meeting the requirements of this special provision.

Submit mix design and JMF on the MDOT Job Mix Formula (JMF) Concrete Field Communication form (MDOT Form Number 1976); include accompanying documentation. List the source of materials, bulk density (unit weight) of coarse aggregate (rodding procedure or shoveling procedure), absorption of aggregates, relative density (specific gravity) of aggregates, aggregate correction factors, batch weights, and project specific or historical laboratory test data. Include the recorded air content of fresh concrete using the same admixture and cementitious material sources to be used in the production of the concrete for the project. A JMF will be approved only if all of the minimum mix design requirements specified in the contract have been met.

(2) Job Mix Formula (JMF). Select proportions for concrete mixtures according to *ACI Standard 211.1*. The volume (oven-dry-rodded) of coarse aggregate per unit volume of concrete must be 65 percent, minimum.

Four methods of verification of proposed JMF are acceptable.

(a) Method 1. Trial Batches. Verification of JMF is based on trial batches with the same materials and proportions proposed for use on the project. Prepare at least one trial batch for each mix design in sufficient time before starting concrete placement to allow for review according to subsection c.5.B.(1) of this special provision. Provide the results of temperature, slump, density (unit weight), air content of fresh concrete, 28-day compressive strength, and age of concrete at the time of strength testing, for a minimum of three independent samples. All samples may be taken from a single trial batch for a mix design provided the trial batch is at least four cubic yards in volume. For JMF trial batch verification purposes only, 7-day compressive strength test results which report at least 70 percent of the specified 28-day lower specification limit (LSL) will be sufficient documentation in lieu of 28-day compressive strengths. The average of at least two strength test specimens represents one compressive strength sample test result for each independent sample. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

(b) Method 2. Same Mix. Verification of JMF is based on the concrete producer's experience with the same mix design, JMF, and the same materials. Provide the results of temperature, slump, density (unit weight), air content of fresh concrete, 28-day compressive strength, and age of concrete at the time of strength testing, for a minimum of three independent samples. The average of at least two strength test specimens represents one compressive strength sample test result for each independent sample. Do not substitute material types or sources, including admixtures or cementitious materials, nor change mix proportions in the JMF. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

(c) Method 3. Similar Mix. Verification of JMF is based on requirements described in Method 2, in subsection c.5.B.(2).(b) of this special provision. Substitution of coarse aggregate source is permitted if the new source is of the same geologic type as the original aggregate, and conforms to the specification requirements for the application. Substitution of fine aggregate is permitted only if the new source has been tested for ASR. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

Provide the supporting laboratory trial batch documentation and accompanying calculations showing how the mix proportions in the JMF were adjusted, based on the documented differences in relative density (specific gravity), bulk density (unit weight) and absorption of the substituted aggregate sources, to produce a theoretical yield of 100 percent and the required fresh concrete properties.

(d) Method 4. Annual Verification. At the Engineer's option, verification may be accepted annually for a concrete producer rather than on a project basis provided the sources and proportions of the constituent materials, including cementitious materials and source and types admixtures, do not change. If the project is the continuation of work in progress during the previous construction season and written certification is submitted to the Engineer that materials from the same source and with the same mixture properties are to be used, the Engineer may waive the requirement for annual renewal verification of the JMF for the project. Provide the necessary ASR documentation as described in subsection c.5.A of this special provision.

C. Department Provided Mixes. Unless otherwise specified in the contract or approved by the Engineer, the Engineer will provide the concrete JMF for the following types of concrete regardless of the total quantity for the project.

(1) Structural concrete patching mixtures, mortar and grout.

(2) Bridge deck overlay concrete mixtures.

(3) Project-specific concrete mixtures and grades not defined in Table 1.

Provide all other mix designs and accompanying JMF's according to subsection c.5.B of this special provision.

The ASR documentation for the fine aggregate described in subsection c.5.A of this special provision must accompany the Contractor's request for the concrete JMF.

D. Changes in Materials and Proportions. Any changing from one approved JMF to another for the same grade of concrete must have prior approval by the Engineer.

Prior to batching, verify that the proposed JMF changes will not affect the properties of the fresh concrete (slump, temperature, air content, density (unit weight), workability), nor result in deleterious mortar bar expansion as a result of ASR, as described in subsection c.5.A of this special provision.

Record all changes to JMF in the QC records along with the rationale for the change.

E. QC Sampling and Testing. Conduct startup sampling and testing for temperature, slump, density (unit weight), and air content on the first load. Do not place concrete until testing verifies that the fresh concrete properties have not exceeded the QC action and suspension limit thresholds specified in Table 2 and the testing correlation requirements of subsection d.1.B of this special provision have been met. Continue testing subsequent loads as described in the QC plan, for each grade of concrete delivered to the work site each day. The QC sampling and testing must be random and independent from the Agencies QA sampling and testing.

Provide the curing facilities in accordance with subsection d.2.C of this special provision prior to start of concrete production.

Perform QC sampling and testing for air content of fresh concrete that is either slipformed or pumped, as described in the QC plan. Sample and test a representative haul unit of concrete immediately after its discharge but before the slipform paver or pump hopper, where applicable. Sample and test the concrete representing the same haul unit, again, after the slipform paver or after discharge from the pump (without interruption or alteration of the pumping operation), where applicable. If the difference in measured air content between the two test locations for the same concrete is greater than 1.5 percent air by volume of concrete, suspend operations and administer corrective action. Resume concrete placement only after taking the necessary corrective action to reduce the loss in air content of fresh concrete between the two test locations, as approved by the Engineer. Document the corrective action to be taken in the QC records and make the necessary changes to the QC plan, where applicable.

Concrete exceeding the maximum specification limits for slump or temperature must be rejected regardless of the total mixing time at the time of arrival to the project.

The Engineer may require the Contractor to administer additional QC sampling and testing if the Engineer determines the Contractor's current QC sampling and testing methodology is shown to be insufficient to ensure continual control of the quality of the concrete.

Take the appropriate corrective action, as described in the QC plan, when QC testing shows the QC action limits for any quality characteristic are exceeded. Suspend production if any of the QC suspension limits are exceeded or if the corrective action is not sufficient to restore the quality to acceptable levels.

Resume production only after making all necessary adjustments to bring the mixture into conformance with all applicable specifications and receiving approval to resume work

from the Engineer. Document these adjustments in the QC records.

Table 2: QC Action and Suspension Limits

Quality Characteristic	Action Limits	Suspension Limits
Air Content (percent)	See Note Below	< 5.0 or > 9.0
Air Content Loss (percent)	As Defined in the Contractor QC plan	Greater than 1.5
Conc. Temp. (Deg. F)		< 45 or > 90 at time of placement
Slump (max.) (inch)		See Table 1, footnote (g)
Density (unit weight)		N/A
Note: Action limits must be defined in the Contractor QC plan and cannot be < 5.5 or > 8.5. Suspend work if air content is < 5.0 or > 9.0 percent after pump or paver, regardless of the air content loss.		

F. Work Progress Test Specimens. Determine the strength of concrete for opening to construction traffic or regular traffic, for removing shoring and forms, or for similar purposes in accordance with subsections 104.11, 601.03.H and 701.03.D of the Standard Specifications for Construction, and as approved by the Engineer. Cure work progress test specimens in the same manner as the in-situ concrete. Allow the Engineer to witness testing of work progress test specimens.

The maturity method may be used to determine the in-place, opening-to-traffic flexural strength, provided the necessary preliminary flexural strength versus time-temperature factor correlation, using the same materials and JMF, is established according to Department procedures and approved by the Engineer before placing the concrete.

G. Reduced QC for Small Incidental Quantities. If approved by the Engineer, reduced levels of on-site QC testing for concrete may be considered for small incidental quantities defined in subsection a.1 of this special provision.

Unless approved by the Engineer, multiple small incidental quantities, including ones that are consecutively placed throughout the project on the same day, are not eligible for reduced QC consideration if the total plan quantity of concrete for the item exceeds 100 cubic yards in volume. Include details for reduced QC testing and oversight in the approved QC plan, and in accordance with following:

(1) The small incidental quantity of concrete will be limited to a single day's concrete placement of a maximum 20 cubic yards in volume.

(2) The small incidental quantity of concrete is not an integral part of a structural load bearing element.

(3) The Engineer received written certification from the Contractor that the concrete supplier has a current QC plan in place and available for review upon request by the Engineer.

(4) The concrete supplier employs a certified concrete technician (MCA Michigan Level II) available at the plant or on call during concrete placement to validate and authorize modifications to the concrete JMF, as necessary.

(5) Prior to the first concreting operation, concrete representing the JMF for the small incidental quantity has been sampled and tested by a certified concrete technician (MCA Michigan Level I or II) to verify that, historically, the JMF produced a

concrete mixture meeting the minimum requirements for density (unit weight), slump, air content, and strength. Annual verification may be acceptable provided there are no changes to the material types or sources, including the cementitious materials and admixtures.

(6) The Engineer verified that the temperature, slump, and air content conform to specification requirements at the start of the day's concreting operation associated with the small incidental quantity.

(7) The Engineer is notified and provided sufficient opportunity to witness concrete placement.

d. Department Administered Quality Assurance (Acceptance).

1. Department Quality Assurance Plan (QA plan). The Engineer will be responsible for administering the quality-based acceptance and will institute any actions necessary toward its successful implementation.

Acceptance of concrete pavement repair mixtures and concrete mixtures not included in Table 1 will be in accordance with the contract.

The Engineer will develop and follow a QA plan. The Engineer will provide the QA plan to the QC Plan Administrator a minimum of 5 working days prior to the pre-production meeting. The QA plan will be reviewed at the pre-production meeting and any proposed changes will be documented.

The nominal QA strength test specimen size, defined in subsection a.1 of this special provision will be noted in the QA plan.

A. Personnel Requirements. The personnel responsible for field inspection and for obtaining QA samples will possess the required qualifications to collect QA samples. Sampling will be performed by a certified concrete technician (MCA Michigan Level I or II) or (MCAT) certified aggregate technician, where applicable.

B. Testing Correlation. Prior to initial concrete placement, the testing personnel for both the Engineer's QA and Contractor's QC will use the equipment they have assigned to the project to conduct side by side correlation testing of the same concrete used on the project to verify correlation of both the Department's and the Contractor's test results for temperature and air content of fresh concrete. Additional side by side correlation testing will be conducted whenever there is a change in QC or QA equipment and/or testing personnel for the project, or as directed by the Engineer. The temperature measuring devices used for QC and QA must correlate with each other within 2 degrees F. If the air content results of the side by side tests conducted by the QC and QA testers and equipment differ by more than 0.8 percent air by volume of concrete, a referee air content test of fresh concrete must be conducted by a third party, designated by the Engineer but independent of the project, prior to commencement or continuation of concrete placement in efforts to resolve issues associated with non-correlation.

C. Laboratory Facilities. The testing laboratory with responsibility for acceptance testing on this project is the Department testing laboratory, or a qualified facility under the authority of the Engineer.

2. QA Sampling and Testing. The Engineer will verify the Contractor's daily startup sampling and testing of temperature, slump, and air content of fresh concrete on the first load; conduct QA sampling and testing; monitor Contractor adherence to the QC plan; and inspect field placed materials in such a manner as to ensure that all concrete for the project is represented. The testing correlation requirements of subsection d.1.B of this special provision must be met prior to concrete placement.

The following *ASTM* test methods will apply. The Department's established procedures for sampling and testing are acceptable alternatives.

C 31 Practice for Making and Curing Concrete Test Specimens in the Field

C 39 Test Method for Compressive Strength of Cylindrical Concrete Specimens

C 78 Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

C 138 Test Method for Density (Unit Weight), Yield and Air Content (Gravimetric) of Concrete

C 143 Test Method for Slump of Hydraulic-Cement Concrete

C 172 Practice for Sampling Freshly Mixed Concrete

C 173 Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

C 231 Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

C 293 Test Method for Flexural Strength of Concrete (Using Simple Beam with Center-Point Loading)

A. Lot Size and Make Up. A production lot will not include more than one grade of concrete, concrete of the same grade having different specified slump or air content, or concrete of the same grade having different mix designs, or JMFs. Lot size and makeup will be determined by the Engineer, based on site conditions. A production lot may consist of a single day's production, individual concrete structural elements (eg. footing, column, pier cap, deck, bridge approach slab), or any combination thereof, provided they are of the same JMF. Each production lot will be divided into sublots of approximately equal size, as determined by the Engineer. The minimum number of sublots will be one per production lot, with the maximum number of sublots based on the anticipated total quantity of concrete to be placed and site conditions. A minimum of one sublot will be required for each day of production.

B. Sampling. QA sampling and testing will be conducted by the Engineer during concrete placement. Where practical, the random number method (as described in the "Random Sampling for Quality Control/Quality Assurance Projects" section of the Materials Quality Assurance Procedures Manual) will be used to determine the sampling locations. The sampling rate will be determined by the Engineer, based on the anticipated total quantity of concrete to be placed and site conditions, with a minimum of one sampling for each day of production.

At the option of the Engineer, small incidental quantities as defined in subsection a.1 of this special provision may be accepted (visually inspected and noted on the Inspector's Daily Report) without daily 28-day compressive strength QA test specimens provided there is a current acceptable strength test history of the JMF for the project prior to placement of the small incidental quantity. One set of compressive strength QA test specimens will then be molded for each small incidental quantity JMF at least once per week during production, thereafter, as determined by the Engineer (note the test results or identification number for the corresponding weekly QA compressive strength test result on the Inspector's Daily Report for each small incidental quantity). Quality control testing and daily QA testing for temperature, slump, and air content of fresh concrete are still required. Reduced QC for small incidental quantities, as described in subsection c.5.G of this special provision, may be considered.

The QA sampling rate and sample location will be based on cubic yard quantities.

Samples for acceptance will be taken at the point of discharge from the haul unit, at approximately the middle one-third of the load. Mix adjustments to the concrete contained within the haul unit selected for QA sampling and testing (beyond normal QC) will not be permitted prior to QA sampling and testing. QA sampling will be random and without prior notification.

The Engineer will perform QA sampling and testing for air content loss of fresh concrete that is either slipformed or pumped, (1) at least once during each day of production, (2) whenever the concrete pump is relocated, where applicable, or (3) whenever there is a significant change in the boom configuration or operation of the concrete pump, or there is a significant change in the characteristics of the paving operation during concrete placement. Concrete will be sampled from a representative haul unit immediately after its discharge but before the slipform paver or pump hopper, where applicable. The concrete representing the same haul unit will then be sampled and tested after the slipform paver or after discharge from the pump (without interruption or alteration of the pumping operation), where applicable. If the difference in measured air content between the two test locations for the same concrete is greater than 1.5 percent air by volume of concrete, the Engineer will issue a Notice of Non-Compliance with Contract Requirements (Form 1165), as described in subsection d.2.D of this special provision. The Contractor may resume concrete placement only after the necessary corrective action is taken to reduce the loss in air content of fresh concrete between the two test locations, as approved by the Engineer. Document the corrective action that was taken by the Contractor.

C. Testing. The location(s) within the project limits for QA testing of the fresh concrete and placement of curing facilities for initial curing of the 28-day compressive strength QA test cylinders will be determined by the Engineer in conformance with the following criteria:

(1) The elapsed time between obtaining the first and the final portion of the composite sample must not exceed 15 minutes.

(2) Testing for slump, temperature, and air content of fresh concrete must begin within 5 minutes after obtaining the final portion of the composite sample.

(3) Molding of the 28-day compressive strength QA test cylinders must begin within 15 minutes after obtaining the final portion of the composite sample.

(4) The concrete sample must be protected from the sun, wind, and other sources of rapid evaporation, and from contamination.

Two QA concrete strength test specimens per sample will be molded for 28-day compressive strength QA testing.

The Contractor will provide curing facilities equipped to ensure the proper environment for the Agencies QA concrete strength test specimens during initial cure. Each initial cure facility must provide ventilation or insulation, where applicable, to ensure the ambient temperature surrounding the specimens is maintained according to *AASHTO T23/ASTM C 31*. Failure by the Contractor to maintain the proper curing environment during initial cure will not be basis for rejection of samples or claims against the Department. Each initial curing facility must be capable of being locked, using an Department provided padlock. The Contractor will ensure that all initial curing facilities are accounted for at all time, and protected against theft and damage. The Contractor will place and secure each initial cure facility throughout the project limits in such a manner so as to minimize excessive transport of the test specimens prior to initial cure, as follows:

(5) Immediately after finishing molded specimens, the Engineer will move the QA concrete strength test specimens to the closest initial cure facility provided by the Contractor.

(6) Immediately after all QA concrete strength test specimens are placed into the cure facility and the proper initial curing conditions have been established, the Engineer will secure the facility using the Department provided padlock. Access to the QA concrete strength test specimens, thereafter, must be coordinated with the Engineer and will only be permitted in the presence of the Engineer.

(7) The Engineer will transport the QA concrete strength test specimens within 48 hours after molding, but not prior to 8 hours after final set of the concrete, from the initial curing facility to the Department's designated testing laboratory for final curing and strength testing. The specimens will be protected with a suitable cushioning material to prevent damage from jarring during transport. The total transportation time must not exceed 4 hours prior to commencement of final curing.

D. QA Stop Production Criteria. The Engineer will issue a Notice of Non-Compliance with Contract Requirements (Form 1165) and concrete production must stop when one or more of the following are observed.

(1) The QA testing shows that one or more of the suspension limits for quality characteristics defined in Table 2 are in non-compliance.

(2) The QC plan is not being followed.

(3) Segregation, excessive slumping of unsupported slipformed edges, or other notable changes in the fresh concrete properties is observed that may prevent proper placement, consolidation and finishing, or compromise the performance or long-term durability of the finished product.

(4) The required curing system is not being applied in a timely manner, as specified by the contract.

(5) If the measured air content loss between the two testing locations for the same concrete is greater than 1.5 percent air by volume of concrete as described in subsections c.5.E and d.2.B of this special provision.

(6) If the air content of fresh concrete is less than 5.0 or greater than 9.0 percent after pump or paver, regardless of the recorded QC or QA air content loss through the pump or paver.

The Engineer will issue a Notice to Resume Work (Form 1165) only after all necessary adjustments are made to restore conformance with all applicable specifications, and the appropriate documentation is made in the QC records.

E. QA Records. The Engineer will maintain a complete record of all QA tests and inspections. The records will contain, as a minimum, signed originals of all QA test results and raw data, random numbers used (where applicable) and resulting calculations. The QA test results will not be provided to the Contractor until the corresponding QC test results are received by the Engineer.

3. Quality Index Analysis. The Engineer's QA test results will be used to determine the pay factor (PF) and price adjustment (ADJ). The Contractor's QC test results will not be used for pay factor and price adjustment analysis. The Engineer will complete pay factor and price adjustment analysis within 7 working days after completion of all 28-day compressive strength testing for the representative production lot or quantity of concrete. The quality index parameter specification limits are defined in Table 3. Unless otherwise specified in the contract, concrete not conforming to the requirements specified in Table 3 is rejectable and subject to further evaluation. All values of PF and OLPF in these formulae are decimal, not percent. All values of PF and OLPF are rounded to two decimal places.

Price adjustment for 28-day compressive strength deficiencies will be based on test results for the corresponding weekly QA test specimens and the pay factor (PFs) calculated according to the formula defined in subsection d.3.A. The price adjustment (ADJ) = (PFs – 1)(Price).

Table 3: Quality Index Parameter Specification Limits

Quality Characteristic	Specification Limits
Air Content of Fresh Concrete (percent)	5.5 – 8.5
Rejection Limit (percent)	<5.0 or >9.0
Conc. Temp. (deg. F)	45 - 90 at time of placement
Slump (max.) (inch)	See Table 1, footnote (g)
28-day Compressive Strength (psi)	For LSL see Table 1
Rejection Limit - 28-day Compressive Strength	See Table 1

A. Pay Factor for 28-Day Compressive Strength (PFs).

$$PFs = \frac{\text{Tested Strength}}{\text{LSL}}$$

Where:

PFs = Pay Factor for 28-day compressive strength (not to exceed 1.00)

Tested Strength = QA 28-day compressive strength sample test result

LSL = Lower specification limit (see Table 1)

If the tested strength does not meet the rejection limit specified in Table 1, the Engineer will require additional evaluation as described in subsection d.4 of this special provision.

B. Pay Factor for Air Content of Fresh Concrete (PFac). The pay factor for air content of fresh concrete (PFac) will be according to Table 4.

Table 4: Air Content of Fresh Concrete Pay Factor (PFac)

Air Content of Fresh Concrete (percent)	Pay Factor (PFac)
5.5 – 8.5	1.00
5.0 – 5.4	0.50
Below 5.0	Rejection
8.6 – 9.0	0.75
Above 9.0	Rejection

If the air content of fresh concrete is below 5.0 or above 9.0 percent, the Engineer will elect to do one of the following.

(1) Require removal and replacement of the entire quantity of concrete represented by the test with new testing conducted on the replacement concrete and repeat the evaluation procedure.

(2) Allow submittal of a corrective action plan for the Engineer's approval. If the Engineer does not approve the plan for corrective action, subsection d.3.B.(1) of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

C. Overall Lot Pay Factor (OLPF). The following formulae are used to calculate the OLPF and ADJ. The OLPF will not exceed 1.00.

$$OLPF = (0.60 \times PFs) + (0.40 \times PFac)$$

$$ADJ = (OLPF - 1)(Price)$$

ADJ = Price adjustment per pay unit to be applied to the quantity represented by the QA test

Price = Base price established for the pay item

4. Evaluation of Rejectable Concrete. The Engineer will require additional evaluation to decide what further action may be warranted, as described below. Acceptance for air content of fresh concrete will be based on QA test results reported at the time of concrete placement.

If the Engineer determines that non-destructive testing (NDT) is appropriate, this work will be

done by the Contractor in the presence of the Engineer within 45 calendar days from concrete placement. All costs associated with this work will be borne by the Contractor. A complete set of non-destructive tests must be conducted (in accordance with the respective standard test method) at a minimum three randomly selected locations. If NDT is used to estimate the in-situ strength, a calibrated relationship between the project JMF under evaluation and the NDT apparatus must have been established prior to NDT testing according to its respective standard test method.

If the 28-day compressive strength QA test results show that the rejection limit (as specified in Table 1) has not been achieved, the quantity of concrete under evaluation will be rejected and the Engineer will require additional evaluation to decide what further action may be warranted.

Propose an evaluation plan and submit it to the Engineer for approval before proceeding. The results from NDT will be used only to decide what further action is required. This determination will be made by the Engineer, as follows:

A. For non-structural concrete. If no test result from non-destructive testing falls below the lower specification (LSL) 28-day compressive strength, the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PFs) of 1.00 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

B. For structural concrete (including overhead sign foundations). If no test result from non-destructive testing falls below the lower specification limit 28-day compressive strength, the represented quantity of concrete under evaluation will remain in place and a pay factor for 28-day compressive strength (PFs) of 0.85 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

C. If one or more of the non-destructive test results fall below the lower specification limit (LSL) 28-day compressive strength, the Engineer may elect to do one of the following:

(1) Require removal and replacement of the entire rejected quantity of concrete, including new initial tests for pay factor (PF) determination and price adjustment conducted according to subsection d.3 of this special provision.

(2) Allow the Contractor to submit a plan for corrective action, for the Engineer's approval, to address the disposition of the rejected concrete. If the Engineer does not approve the plan for corrective action, subsection d.4.C.(1) of this special provision will be applied. All costs associated with plan submittal and corrective action under this subsection will be borne by the Contractor.

(3) Allow the in-situ quantity of concrete under evaluation to remain in place and a pay factor (PFs) of 0.50 will be applied for overall lot pay factor (OLPF) and price adjustment (ADJ) determinations according to subsection d.3 of this special provision.

e. Measurement and Payment. If a price adjustment is made for reasons included in this special provision, that adjustment will be made using the base price established for the specific item. If a contract unit price requires adjustment for other reasons not described in this special provision, the adjustments will be made using the unit price and the adjustments will be

cumulative.

Separate payment will not be made for providing, implementing, and maintaining an effective QC program. All costs associated with this work will be included in the applicable unit prices for the concrete items. Failure by the Contractor to maintain the proper curing environment during initial cure will not be basis for claim against the Department.

All costs associated with providing, locating, relocating, maintaining, and securing the adequate number of portable initial curing facilities for both the QC and QA strength test specimens will be included in the applicable unit prices for the concrete items. No additional payment will be permitted. The Contractor is responsible for damage, theft, subsequent replacement, and removal after completion of the work for each curing facility used on the project.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
SUBGRADE UNDERCUTTING, 21AA

NFE: JCK 2021-04-26

Description

This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as herein described:

After pavement removal, the Engineer will investigate the condition of any existing aggregate base course and underlying subbase and subgrade. If in the opinion of the Engineer, an area of the roadway appears to be unsuitable for paving, then he may order the Contractor to proof roll and/or undercut the unstable areas. The Engineer must be present to observe the proof rolling and/or undercutting activity.

The Contractor shall also be responsible for the disposal of the material, backfilling and compacting of the new material to the proposed pavement subbase elevation.

Where the subbase or subgrade is determined by the Engineer to be unsuitable to support the roadway paving, the Contractor shall perform the necessary undercutting, as directed by the Engineer, and backfill such area with 21AA crushed concrete and compact to 95% of its maximum unit weight. If free water is present in the undercut area, the Contractor shall install underdrain and backfill the areas as directed by the Engineer.

Equipment

Equipment used for compacting backfill material shall be approved by the Engineer.

Measurement and Basis of Payment

The completed work, as measured, for Subgrade Undercutting, 21AA shall be paid for at the contract unit price for the following contract pay item:

Item	Unit
Subgrade Undercutting, 21AA	Cubic Yard

Proof rolling shall not be paid for separately, but shall be included in the pay item Subgrade Undercutting, 21AA.

The disposal of material, placement and compaction of backfill shall not be paid for separately, but shall be included in the pay item Subgrade Undercutting, 21AA.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
CURB AND GUTTER, CONC, DET F4

NFE: JCK 2021-04-29

Description

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

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

The completed work to replace concrete curb and gutter shall be measured along the flow line of the gutter in linear feet and paid for at the Contract Unit Price per linear foot for Curb and Gutter, Conc, Det F-4.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
DRAINAGE STRUCTURE COVERS

NFE: JCK 2021-04-26

Description

This work shall be done in accordance with the requirements of Section 403 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as herein described:

The materials shall meet the requirements specified in subsection 403.02 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except for:
Sanitary Sewer Structures: provide 1040A frame with pressure tight cover with City of Pontiac logo and "SANITARY" label
Storm Sewer Structures: provide 1040A frame and cover with City of Pontiac logo and "STORM" label
Gate Valve Structures: provide 1040 bolted frame and cover with City of Pontiac logo and "WATER" label.

Measurement and Basis of Payment

The completed work shall be paid for at the contract unit price for the following contract pay items:

Item	Unit
Dr Structure Cover, Adj, Case 1	Each
Dr Structure Cover, Pontiac, Sanitary	Each
Dr Structure Cover, Pontiac, Storm	Each
Dr Structure Cover, Pontiac, Water	Each

CITY OF PONTIAC

SPECIAL PROVISION
FOR
HAND PATCHING

NFE: JCK 2021-07-29

Description

This work shall be done in accordance with the requirements of Section 501 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as herein described:

Materials

Hand Patching shall have a variable yield and thickness and comprised of HMA, 4E3, when being utilized in paving operations within the public right-of-way, and HMA, 5E3 when being used as the wedge course on W. Columbia Ave. The A.W.I. for the mixture shall be a minimum of 220, for top course mix. The performance grade asphalt binder range for the mixture shall be PG 64-22.

Measurement and Basis of Payment

The completed work shall be paid for at the contract unit price for the following contract pay items:

Item	Unit
Hand Patching	Ton

CITY OF PONTIAC

SPECIAL PROVISION
FOR
RESTORATION

NFE: JCK 2021-04-27

Description

This work shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as follows:.

Equipment

Restoration shall consist of, but not be limited to, providing all labor, materials, and equipment necessary for the preparation of the foundation for seeding, fertilizing and mulching all areas to be restored and the placement of topsoil, seed, fertilizer, mulch and watering as required.

Construction Methods

The Contractor shall scarify and loosen the existing foundation to a depth of 3" to 4", rototill the soil to a granular condition, rake the entire area to a smooth condition, remove debris and rocks over 1" in diameter brought to the surface by rototilling and raking, and cultipack the entire area to provide for a smooth seed bed. Place screened topsoil (2" depth), seed, fertilizer, and mulch at designated rates. Thoroughly water entire area upon initial placement. A minimum of two additional waterings as directed by the Engineer shall be required.

In general, restoration will be required in all landscape areas disturbed by the Contractor's operations.

Rates of Application

In those areas where restoration is required, the following rates of application will apply.

Topsoil.....Screened.....2 inch depth
Seed.....TUF Mixture.....220 #/Ac
Fertilizer.....Chemical Fertilizer Nutrient, Class A.....228 #/Ac
Mulch.....Mulch.....2 Ton/Ac

Measurement and Basis of Payment

Restoration of all areas disturbed by construction activities will not be measured separately. Payment for the item of Restoration will be based on the contract lump sum price which shall be payment in full for topsoil placement, seeding, mulching, fertilizing and watering required to restore disturbed areas to a condition acceptable to the engineer.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
CLEARING

NFE: JCK 2021-04-29

Description

This work shall be done in accordance with Section 201 of the 2012 MDOT Standard Specifications for Construction, except as follows:

This work shall be to clear the public right-of-way of overgrown brush, shrubs, trees, branches, debris and garbage. Upon completion of this pay item, cleared area shall be stabilized and restored as directed by the Engineer.

Measurement and Basis of Payment

Upon completion and acceptance of this work the contractor will be paid for Clearing at the Contract Unit Price per lineal foot.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
DR STRUCTURE, TEMP LOWERING

NFE: JCK 2021-04-29

Description

This work shall be done in accordance with the requirements of Section 403.04.E of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as herein described:

Prior to the removal or adjustment of any drainage structure to be temporarily lowered the Contractor shall record the locations of drainage structures with GPS equipment, or with a minimum of two witness points. A log of the structures and the distances to witness points, or a GPS data file, shall be provided to the Engineer.

Measurement and Basis of Payment

The completed work for Dr Structure, Temp Lowering shall be paid for at the contract unit price.

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PAYMENT FOR MINOR TRAFFIC DEVICES AND TRAFFIC REGULATOR CONTROL

OPR:JJG 1 of 1 C&T:APPR:BJO:DBP:07-19-11
FHWA:APPR:07-19-11

Delete Table 812-1 in subsection 812.04.E, on page 625 of the Standard Specifications for Construction, in its entirety and replace with the following.

Table 812-1 Partial Payment Schedule for Minor Traf Devices and Traffic Regulator Control

Percent of Original Contract Amount Earned	Total Percent of Unit Price Paid
First Use	15
25	30
50	55
75	80
90	100

MICHIGAN
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
TYPE III BARRICADES

Delete the first sentence for the second paragraph in subsection 812.03.D.8 on page 606 of the Standard Specifications for Construction, and replace with the following:

Light Type III barricades with two, Type C or Type D warning lights, fastened to the uprights above the top rail, provided these warning lights each weigh 3.3 pounds or less.

Delete the following pay items from the list in subsection 812.04 on page 622 of the Standard Specifications for Construction.

Barricade, Type III, High Intensity, Furn.....Each
Barricade, Type III, High Intensity, Oper.....Each
Barricade, Type III, High Intensity, Double Sided, Furn.....Each
Barricade, Type III, High Intensity, Double Sided, Oper.....Each

Renumber the existing subsection 812.04.A.5 on page 624 of the Standard Specifications for Construction, as follows:

4. The manufacturer's invoiced cost for damaged equipment included in a lump sum pay item for maintaining traffic.

CITY OF PONTIAC

SPECIAL PROVISION
FOR
MAINTAINING TRAFFIC

NFE: JCK 2021-04-27

General

Traffic shall be maintained by the Contractor throughout the project in accordance with Section 104.11 and 812 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) (Revised September 2013), and any supplemental specifications in this proposal.

City of Pontiac maintenance crews and/or City contracted forces may perform maintenance work within or adjacent to the Construction Influence Area (CIA). This work will be coordinated with the Contractor through the Engineer to minimize interference. No additional payment will be made to the Contractor for the joint use of the traffic control items.

The Contractor shall coordinate this work with other Contractors performing work within the Construction Influence Area (CIA) or adjoining areas to avoid conflicts in the maintenance of traffic, construction signing, and to provide for the orderly progress of contract work. Where possible, this special provision will specify upcoming projects in the area.

The Contractor is to note Section 104.08 of the Michigan Department of Transportation 2012 Standard Specifications for Construction for the requirements of cooperation with other Contractors.

Notification: The Contractor shall notify the Engineer, local police department, local fire department, and other emergency response units at least **72 hours** before implementing any road closures, bridge closures, ramp closures, lane closures, detours, or major traffic shifts. Contractor shall notify MDOT of traffic control placement in MDOT right-of-way as required by permit.

Traffic Restrictions – General

No additional lane closures shall be allowed on the following weekends or special events: Memorial Day, Fourth of July, "Woodward Dream Cruise", "Motorbella", "Roadkill Nights", Labor Day, Thanksgiving, and Christmas.

The Engineer will determine the duration of each holiday period and/or special event for the purpose of prohibiting lane closures, detours, or other traffic disruptions.

Prior to opening any lanes, the Contractor shall remove, by sweeping, all accumulated debris that has collected within the closed lane. The cost of sweeping shall be included in the cost of other contract pay items.

Equipment and material stored on site must have prior approval of the Engineer and shall be stored beyond the clear zone of the traveled roadway. Any additional signs or devices required to protect the motoring public from stored equipment or material will be at the Contractor's expense.

The Contractor shall implement shoulder closures, lane closures, detours, etc., according to applicable MDOT Typical Traffic Control Typicals, the suggested sequence of events and the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) (Revised September 2013). All changes in the traffic control plans, proposed by the Contractor, require prior approval from the Engineer to implementation.

Access for construction vehicles between the travel lanes and work areas will be restricted to specific locations. The number of access points and their locations will require the prior approval of the Engineer.

The Contractor shall maintain reasonable access, as defined by the Engineer, to all businesses, homes and intersecting streets at all times. Alternating business drives may be closed if a business has more than one drive that operates bi-directionally.

The Contractor shall maintain access to the emergency ambulance entrance of McLaren Oakland Hospital at all times during construction.

The Engineer has the authority to limit the duration of lane closures based on the Contractor's progress. The Contractor shall not be granted compensation or extension of time if the Engineer suspends lane closures due to the Contractor's inability to make significant progress during the time frame allotted for the lane closures.

The following typicals M0020a, M0040a, M0140a, M0310a, M0500a shall be used.

The following special details WZD-100-A and WZD-125-E shall be used.

Traffic Restrictions – Hours

Allowable work hours for this project are Monday through Saturday, 7:00 a.m. to 7:00 p.m., unless otherwise approved by the Engineer.

Available work hours may be restricted by local ordinances (i.e. work hours, noise restrictions). It is the Contractor's responsibility to be aware of these restrictions and account for them in the work schedule. The Contractor may request noise and/or work hour variances from the Local Governments. All costs occurred in requesting these variances shall be borne by the Contractor. Hourly restrictions are subject to change by the Engineer based on traffic volume.

At non-signalized intersections, the intersecting street may be completely closed during working hours providing that adjacent interconnecting streets afford access to the closed street. If no alternative access to the street is available, a flagging operation must be used at the intersection.

At signalized intersections, the work shall be completed as indicated in the Stage Construction Plans. With the approval of the Engineer, the Contractor may close the intersecting roads to facilitate paving through the intersections, as indicated in the Stage Construction Plans. Traffic stoppages shall be limited to 10 minute intervals after which traffic will be allowed to proceed until the last vehicle in the queue has passed or after traffic has been allowed to free flow for a period of five minutes or longer.

Permits: The Contractor shall obtain all necessary permits from local governments which require them prior to placing construction signing on local roads. The costs associated with obtaining these permits shall be the responsibility of the Contractor and will not be paid for separately.

Traffic Control Devices

All traffic control devices and their use shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), 2011 edition, revised September 2013, and as specified herein.

Quality Standards – All traffic control devices including: signs, barricades, vertical panels, drums, warning lights, arrow boards, and changeable message signs shall meet the requirements of American Traffic Safety Services Association (ATSSA).

Traffic control devices moved to facilitate the Contractor's operation shall be reset by the end of the work day. The Contractor shall routinely maintain the traffic control devices including but not limited to, proper alignment, weighting with ballast, cleaning and replacing damaged devices.

Signs – All temporary signs that will remain in place shall be installed on driven supports, defined in the MDOT Special Detail WZD-100-A, when applicable. The stub length of a driven support, if used, shall not extend more than two (2) inches above the surrounding grade. Driven sign supports shall be removed at the time the sign is removed. Where temporary signs cannot be driven, signs may be installed on portable supports.

All warning signs shall be fabricated utilizing fluorescent prismatic retro-reflective sheeting in accordance with Section 922 of MDOT 2012 Standard Specifications for Construction.

Advance warning signs (3 foot x 3 foot) shall be placed on all cross streets, freeways, entrance ramps, and exit ramps where construction activities may be encountered as directed by the Engineer.

Temporary signs indicating sidewalk closures shall be provided for each sidewalk ramp reconstruction.

Temporary warning, regulatory, and guide signs not applicable to the current traffic operation or lane closures shall be removed, covered, or laid down with the legs removed as directed by the Engineer. Payment for any of these operations will be included in the cost for Temporary Signs.

Temporary signs damaged by construction activities shall be replaced at the Contractor's expense.

When lane closures are in place, the Contractor shall completely cover all conflicting warning, regulatory, and guide signs in accordance with the MDOT 2012 Standard Specifications for Construction.

Channeling Devices and Barricades – All channelizing devices shall be Plastic Drums with High Intensity Sheeting, Lighted from MDOT's Qualified Products List (QPL) of the Materials Sampling Guide.

The spacing of plastic drums shall be as follows:

25 feet on Tapers and Shifts
35 feet on Tangents
25 feet when required for tighter control is required by the Engineer.

Placement of Type III Barricades shall be as directed by the Engineer.

Lighted Arrows – Lighted Arrows, Type C, shall be used whenever closing a traffic lane or shoulder and as called for on the traffic typical plans.

Existing and Temporary Pavement Marking Removal – Any pavement marking removed as a part of this project shall removed by means other than grinding. At no time shall the Contractor implement a method that would damage the surface of the roadway pavement.

Final Pavement Markings and Signing – All permanent signs and pavement markings shall be in place prior to reopening the road to traffic.

The Contractor shall remove, salvage and reinstall, on new supports all signs indicated, on the plans or proposal, that are to be salvaged.

The Contractor shall store salvaged signs as per the sign sheeting manufacturer's recommendations.

All markings, shapes and dimensions shall conform to MDOT Pavement Marking Typicals, unless specified otherwise by Special Provision.

Traffic Control Item Quantities – The Contractor shall setup shoulder and lane closures, detours, and any other traffic control according to applicable MDOT Typical Traffic Control Drawings and the 2011 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) (Revised September 2013). All proposed traffic control plans require approval from the Engineer prior to implementation.

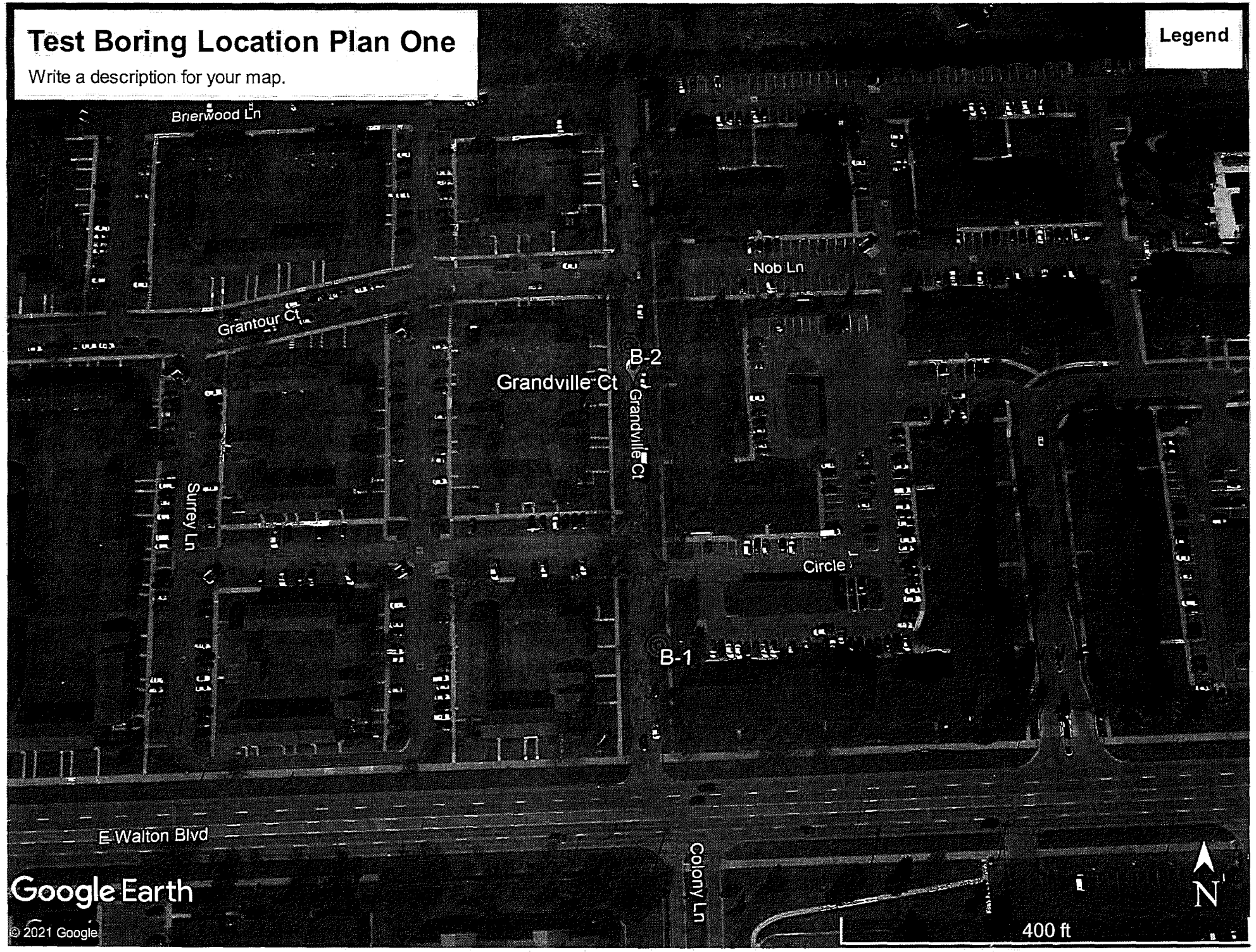
Measurement and Payment – The estimate of quantities for maintaining traffic on this project is based on the suggested sequence of operations contained herein and described in this Special Provision and payment for these devices shall be according to Section 812.04 of the MDOT 2012 Standard Specifications for Construction, unless otherwise specified.

Items shall be paid for at the contract unit price for the following contract pay item:

Item	Unit
Sign, Type B, Temp, Prismatic, Furn	Square Feet
Sign, Type B, Temp, Prismatic, Oper	Square Feet
Channelizing Device, 42 inch, Furn	Each
Channelizing Device, 42 inch, Oper	Each
Lighted Arrow, Type B, Furn	Each
Lighted Arrow, Type B, Oper	Each
Traffic Regulator Control	Lump Sum
Minor Traf Devices	Lump Sum

Test Boring Location Plan One

Write a description for your map.



Test Boring Location Plan Two

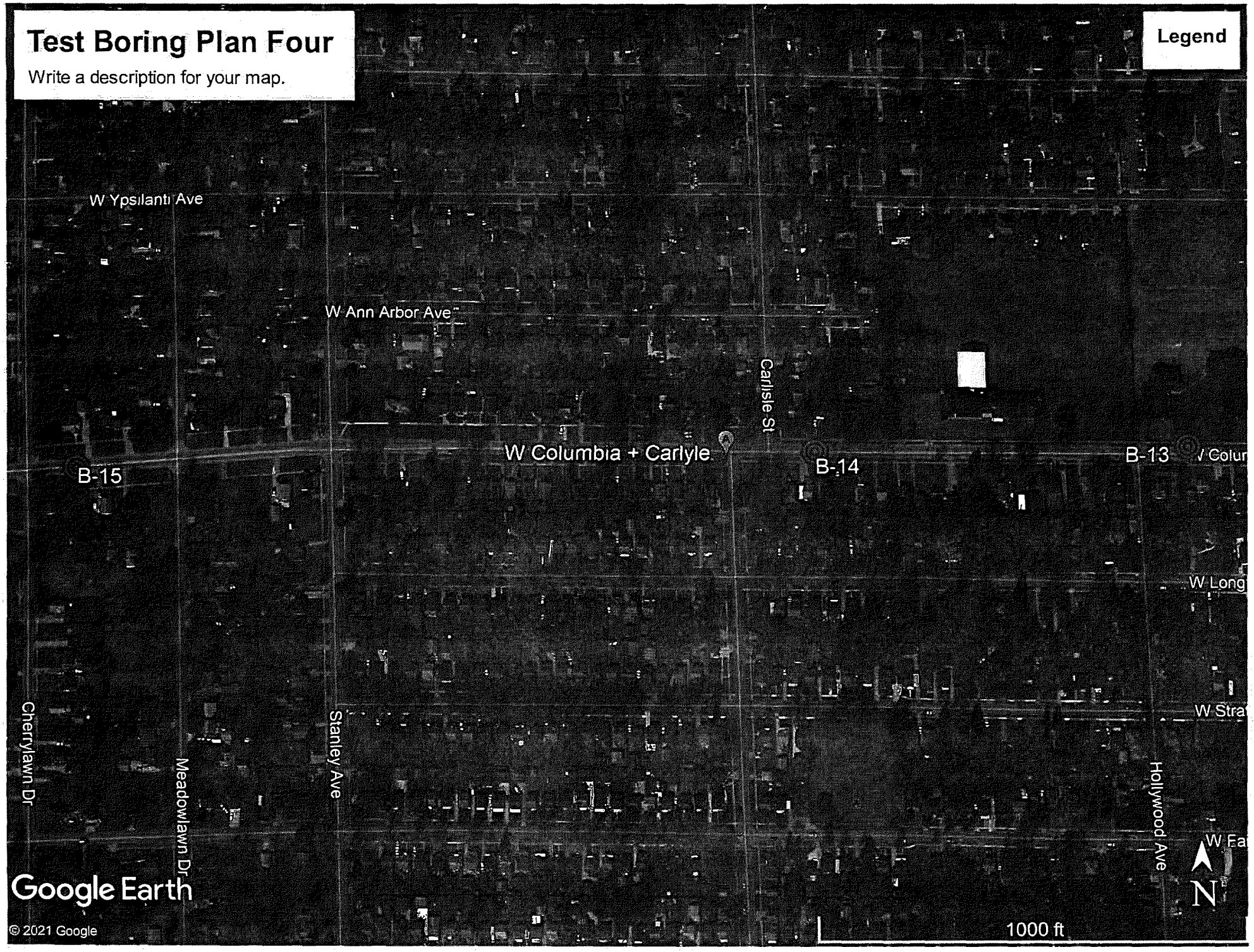
Write a description for your map.

Test Boring Location Plan Three

Write a description for your map.

Test Boring Plan Four

Write a description for your map.



Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 1 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.17				
			.46				
	LS	6	.92	ASPHALT (2")	12.2	139	
		8					
2.5		8	3	Crushed Asphalt-FILL (3 1/2")			
	LS	5		Moist Brown Sand-FILL (5 1/2")	16.9	132	
		7					
5.0		6		Stiff Moist Variegated CLAY With Some Silt			
			6				
	LS	3	7	Firm Moist Variegated CLAY With Some Silt	21.3	128	
		3					
7.5		2		Plastic Moist Variegated CLAY With Some Silt			
	LS	1/18"		Very Loose Wet Brown SAND With Trace Of Gravel	13.3	126	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 7'0"

At Completion: 7'0"

Boring No. 1

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
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Boring No.: 2 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.54 .92	ASPHALT (6 1/2")			
	LS	5 8 8			15.4	134	
2.5			3	Moist Brown Gravelly Medium To Fine Sand With Some Silt & Clay-FILL (4 1/2")			
	LS	3 4 4		Stiff Moist Gray Clay With Some Silt-FILL	12.8	129	
5.0			5.5	Plastic Moist Dark Gray Clay With Some Silt & Sand Seams-FILL			
	LS	4 6 7			11.5	139	
7.5			8	Firm Moist Brown Oxidized CLAY With Some Silt & Trace Of Gravel			
	LS	4 7 11			13.0	137	
10.0			10	Stiff Moist Brown Oxidized CLAY With Some Silt & Trace Of Gravel			
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 2

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 3 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.27 .67	ASPHALT (3 1/4")			
	LS	5 6 7			12.1	139	
2.5				Moist Brown Gravelly Medium To Fine Sand With Some Silt & Clay-FILL (4 3/4")			
	LS	5 6 6		Firm Moist Brown CLAY With Some Silt & Sand Seams			
5.0							
	LS	5 7 7			14.9	135	
7.5			8				
	LS	3 3 3		Loose Wet Brown SAND With Trace Of Gravel	21.5	118	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 8'0"

At Completion: 8'2"

Boring No. 3

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 4 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.42	ASPHALT (5")			
	LS	7 8 10			8.5	142	
2.5			3	Medium Compact Moist Brown Sand With Clay Layer-FILL			
	LS	3 3 4		Plastic Moist Brown CLAY With Some Silt	14.9	126	
5.0			5.5				
	LS	2 3 2		Loose Moist Brown Clayey SAND	10.9	130	
7.5			8				
	LS	4 9 11		Stiff Moist Brown CLAY With Some Silt	11.8	139	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 4

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 5 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.46	ASPHALT (5 1/2")			
	LS	4 5 6			9.5	140	
2.5				Medium Compact Wet Brown Clayey Fine SAND With Trace Of Gravel			
	LS	3 5 6			11.3	137	
5.0							
	LS	4 6 8			18.7	129	
7.5							
	LS	5 6 7	9.5		15.7	132	
10.0			10	Medium Compact Wet Gray Clayey SAND Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 6'6"

At Completion: Caved In 8'7"

Boring No. 5

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 6 **Job No.:** 61426

Client: Nowak & Fraus Engineers

Type of Rig: Truck

Drilling Method: Solid Stem Augers

Ground Surface Elevation:

Project: 2021 Local Street Program

Location: Pontiac, Michigan

Drilled By: I. Mickle

Started: 1/8/2021

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.5	ASPHALT (6")			
	LS	5 4 3		Loose Moist Brown Medium To Fine SAND With Some Gravel & Clay	5.4	130	
2.5							
	LS	2 3 2	4.5		11.1	130	
5.0				Very Loose Wet Brown SAND With Clay Layers			
	LS	1 1 2			11.7	129	
7.5							
	LS	2 2 2	10		9.9	131	
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 4'6"

At Completion: Caved In 5'1"

Boring No. 6

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 7 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/8/2021

Ground Surface Elevation:

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.42				
			1.2	ASPHALT (5")			
	LS	5 8 7		Moist Brown Gravelly Medium To Fine SAND With Some Silt & Clay-FILL (9 1/2")	11.0	140	
2.5							
	LS	3 4 5		Firm Moist Gray CLAY With Some Silt & Sand Seams	8.5	142	
5.0			5.5				
	LS	2 3 3		Plastic Moist Gray CLAY With Some Silt	21.3	119	
7.5			8				
	LS	3 5 5		Loose Wet Gray SAND With Trace Of Gravel	13.9	127	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 7'9"

At Completion: 7'4"

Boring No. 7

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 8 **Job No.:** 61426

Client: Nowak & Fraus Engineers

Type of Rig: Truck

Drilling Method: Solid Stem Augers

Ground Surface Elevation:

Project: 2021 Local Street Program

Location: Pontiac, Michigan

Drilled By: I. Mickle

Started: 1/8/2021

Completed: 1/8/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.56	ASPHALT (6 3/4")			
	LS	5 7 8			10.4	139	
2.5			3	Medium Compact Wet Brown Medium To Fine SAND With Some Gravel & Clay			
	LS	3 3 2		Plastic Moist Brown CLAY With Some Silt	23.6	117	
5.0			5.5				
	LS	2 2 2		Soft Moist Gray CLAY With Some Silt	22.6	118	
7.5			8				
	LS	6 7 9		Medium Compact Moist Brown Clayey SAND With Trace Of Gravel	23.6	125	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: 6"

At Completion: 8'2"

Boring No. 8

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 9 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/12/2021

Ground Surface Elevation:

Completed: 1/12/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.54	ASPHALT (6 1/2")			
	LS	5 12 9			11.1	138	
2.5			3	Medium Compact Moist Brown Silty Fine SAND With Trace Of Gravel			
	LS	2 5 6	4	Loose Moist Brown SAND	9.9	142	
5.0			6	Firm Moist Brown CLAY With Some Silt			
	LS	6 10 14		Medium Compact Moist Brown SAND With Some Gravel & Clay Layers	29.8	119	
7.5							
	LS	7 7 10	10				
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 9

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 10 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/12/2021

Ground Surface Elevation:

Completed: 1/12/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.29				
			.83	ASPHALT (3 1/2")			
	LS	7			16.0	132	
		9					
2.5		10	3	Moist Brown Gravelly Medium To Fine SAND With Some Silt & Clay (6")			
	LS	4			4.6	122	
		4		Medium Compact Moist Brown SAND With Trace Of Gravel			
5.0		4					
			6	Loose Moist Brown SAND			
	LS	3			18.4	129	
		6		Medium Compact Moist Brown SAND With Clay Layers			
7.5		10					
	LS	5			4.2	139	1480
		10					
10.0		16	10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 10

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 11 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: R. Favor

Drilling Method: Solid Stem Augers

Started: 2/3/2021

Ground Surface Elevation:

Completed: 2/3/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.5	ASPHALT (6")			
	LS	16 20 24	2.5	Compact Moist Brown Fine SAND With Trace Of Gravel	7.6	135	
2.5							
	LS	5 7 9	5	Medium Compact Moist Brown Fine SAND With Trace Of Gravel	11.9	137	
5.0							
	LS	7 14 17	8	Compact Moist Brown Fine SAND With Trace Of Gravel	14.4	134	
7.5							
	LS	5 14 14	10	Medium Compact Moist Brown Fine SAND With Trace Of Gravel, Gray Sandy Clay Layers & Some Silt	9.8	126	1320
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 11

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 12 **Job No.:** 61426

Client: Nowak & Fraus Engineers

Type of Rig: Truck

Drilling Method: Solid Stem Augers

Ground Surface Elevation:

Project: 2021 Local Street Program

Location: Pontiac, Michigan

Drilled By: R. Favor

Started: 2/3/2021

Completed: 2/3/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.1	ASPHALT (1 1/4")			
	LS	16 9 9		Medium Compact Moist Brown Fine SAND With Trace Of Gravel & Clay Layers	13.8	123	820
2.5							
	LS	6 10 12			20.3	127	
5.0			6				
	LS	6 13 21		Compact Moist Brown Fine SAND With Trace Of Gravel	7.4	135	
7.5			8.5				
	LS	10 17 21	10	Extremely Stiff Moist Brown CLAY With Some Silt & Trace Of Gravel	9.9	142	
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 12

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 13 **Job No.:** 61426

Client: Nowak & Fraus Engineers

Type of Rig: Truck

Drilling Method: Solid Stem Augers

Ground Surface Elevation:

Project: 2021 Local Street Program

Location: Pontiac, Michigan

Drilled By: R. Favor

Started: 2/3/2021

Completed: 2/3/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.69	CONCRETE (8 1/4")			
	LS	7 7 5		Medium Compact Moist Dark Brown Fine Sand With Trace Of Gravel & Clay Layers-FILL	14.3	126	1900
2.5							
	LS	3 5 4	4.5		19.4	129	
5.0				Loose Moist Brown Clayey SAND With Trace Of Gravel			
			6				
	LS	5 7 9		Extremely Stiff Moist Brown CLAY With Some Silt & Trace Of Gravel	10.9	141	8320
7.5							
			8.5				
	LS	6 7 8	10	Firm Moist Brown CLAY With Some Silt & Trace Of Gravel	14.6	134	3210
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 13

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 14 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: R. Favor

Drilling Method: Solid Stem Augers

Started: 2/3/2021

Ground Surface Elevation:

Completed: 2/3/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.15 .73	ASPHALT (1 3/4")			
	LS	10 8 6		CONCRETE (7")	8.0	125	
2.5							
	LS	5 7 6		Medium Compact Moist Brown Gravelly Fine SAND With Some Silt	11.1	132	
5.0			5.5				
	LS	4 5 4		Loose Moist Brown Fine SAND With Trace Of Gravel	12.2	120	
7.5							
	LS	2 3 3			13.0	128	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 14

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 15 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: R. Favor

Drilling Method: Solid Stem Augers

Started: 2/3/2021

Ground Surface Elevation:

Completed: 2/3/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.77	CONCRETE (9 1/4")			
	LS	6 9 7	2.5	Medium Compact Moist Brown Gravelly Fine SAND With Some Silt	9.9	125	
2.5	LS	3 4 4		Loose Moist Brown Fine SAND With Trace Of Gravel	12.1	120	
5.0	LS	2 2 1	6	Very Loose Moist Brown Fine SAND With Trace Of Gravel	14.1	126	
7.5	LS	1 1 1	9 10	Very Loose Very Moist Brown Very Fine SAND With Trace Of Gravel	17.5	130	
10.0				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 15

Testing Engineers & Consultants, Inc.

1343 Rochester Road - PO Box 249 - Troy, Michigan - 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

Boring No.: 16 **Job No.:** 61426

Project: 2021 Local Street Program

Client: Nowak & Fraus Engineers

Location: Pontiac, Michigan

Type of Rig: Truck

Drilled By: I. Mickle

Drilling Method: Solid Stem Augers

Started: 1/14/2021

Ground Surface Elevation:

Completed: 1/14/2021

Depth (ft)	Sample Type	N	Strata Change	Soil Classification	w	d	qu
			.33				
			.92	ASPHALT (4")			
	LS	4 5 6		Moist Brown Gravelly Fine SAND With Some Silt & Clay-FILL (7")	14.7	135	
2.5							
	LS	7 6 6		Firm Moist Brown CLAY With Some Silt & Sand Seams	9.5	140	
5.0			5.7				
	LS	5 4 5		Plastic Moist Gray CLAY With Some Silt & Sand Seams	11.3	141	1810
7.5							
	LS	4 5 7			10.1	142	
10.0			10				
				Bottom of Boring at 10'			
12.5							
15.0							
17.5							
20.0							
22.5							

"N" - Standard Penetration Resistance
SS - 2").D. Split Spoon Sample
LS - Sectional Liner Sample
ST - Shelby Tube Sample
AS - Auger Sample

w - H2O, % of dry weight
d - Bulk Density, pcf
qu - Unconfined Compression, tsf
DP - Direct Push
RC - Rock Core

Water Encountered: None

At Completion: None

Boring No. 16

#13

RESOLUTION

RESOLUTION TO SUPPORT APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM GRANT THROUGH MDOT FOR GILLESPIE AVENUE OVER CLINTON RIVER BRIDGE SUPERSTRUCTURE CAPITAL PREVENTIVE MAINTENANCE

On a motion duly made by Council Member _____ seconded by Council Member _____ and passed with __ Ayes and __ Nays, it was moved to adopt the following resolution:

WHEREAS, the City of Pontiac Department of Public Works is committed to providing safe and convenient roadways for the motoring public; and

WHEREAS, the condition of the bridge listed below has deteriorated to such an extent that preventive maintenance is necessary; and

WHEREAS, the budget of the City of Pontiac will not allow preventive maintenance of this bridge without additional funds from other sources; and

WHEREAS, the City of Pontiac Department of Public Works has identified a possible source of funding with MDOT through the Transportation Alternative Program; and

WHEREAS, the City of Pontiac Department of Public Works is preparing applications for MDOT Transportation Alternative Program 2022 for the following bridge:

- Gillespie Avenue over Clinton River: Superstructure Capital Preventive Maintenance

WHEREAS, the City of Pontiac Department of Public Works commits to implementing a maintenance plan in perpetuity or causing operations and maintenance to occur; and

WHEREAS, the City of Pontiac Department of Public Works commits to being responsible for engineering, permits administration, potential cost overruns and any non-participating items; and

WHEREAS, a certified resolution of support for the project must accompany the application for the Transportation Alternative Program; and

WHEREAS, the expected level of financial support from the City of Pontiac will be 20% match of the Transportation Alternative Program application grant fund; and

WHEREAS, the match fund from the City of Pontiac will be available for the conditional commitment to be upgraded to a grant fund award; and

WHEREAS, as the match fund is secured, the City of Pontiac will certify in a new City Council resolution that the match fund is available and dedicated to the grant project; and

WHEREAS, Abdul Siddiqui is the authorized official to act as a representative on behalf of the City of Pontiac during the project development and to sign a project agreement (contract) upon receipt of a grant funding; and

WHEREAS, the City of Pontiac Department of Public Works will add this project to the Capital Improvement Plan for Fiscal Year 2022 if funding is secured.

NOW THEREFORE, be it:

RESOLVED, by the City of Pontiac City Council on this ___ day of ___, 2021 that full support of the application for MDOT Transportation Alternative Program funding for superstructure capital preventive maintenance of the Gillespie Avenue over the Clinton River bridge project is granted.

I hereby certify the above is a true and correct copy of a resolution unanimously adopted by the City of Pontiac at a meeting held on _____.

ATTEST:

Garland Doyle
Acting City Clerk

Dated:

Drafted by:

Garland Doyle
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

Subscribed and sworn to before me on the above date:

_____
Notary Public, _____, Michigan
My Commission Expires: _____

#14

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman, Abdul Siddiqui, Al Cooley

DATE: September 21, 2021

RE: **Resolution to approve a budget amendment for fiscal year 2021-2022 to allocate a total $1,240,000 for engineering services broken out as follows: $1,050,000 for Major Streets engineering services and $190,000 for general fund engineering services for CDBG project.**

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;

Whereas, the Administration has reviewed the Department of Public Works requirements for construction, preliminary engineering and construction engineering services for the fiscal year 2021-2022; and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current fiscal year 2021-2022 for preliminary engineering and construction engineering services for Major Streets projects in the amount of $1,050,000 to account 202-463-806.000, General Fund engineering services for CDBG projects in the amount of $190,000 to account 101-447-806.000 and;

Whereas, the increased appropriations will not cause the fund balance in the Major Streets and General Fund funds to go below the policy mandated threshold.

NOW THEREFORE be it resolved that the City Council hereby approves the appropriation amendment for the fiscal year 2021-2022 as requested by the Mayor and Department of Public Works for account 202-463-806.000 in the amount of $1,050,000 and for account 101-447-806.000 in the amount of $190,000.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#15

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Darin Carrington, Finance Director

CC: Honorable Mayor Deirdre Waterman

DATE: September 16, 2021

RE: **Resolution to approve contract amendment with Oakland County Sheriff**

The City Council recently adopted the Fiscal Year 2021-22 budget which included certain appropriations for public safety services provided by the Oakland County Sheriff. Included in this budget was $988,000 in additional funding to the existing contract between the City and Sheriff's office. This additional funding was for the specific purpose of adding seven (7) additional Deputy officers to the City's current contracted staffing levels.

In order to facilitate adding these additional Deputies, the contract between the City and the Oakland County Sheriff needs to be amended. The attached amendment provides for adding of the seven additional Deputies as has been budgeted in the fiscal year

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the 2021-2022 budget on June 24, 2021 and;

Whereas, the FY 2021-22 budget provided increased funding for public safety services from the Oakland County Sheriff in the amount of $988,306; and

Whereas, the additional funding will allow the City to add seven (7) additional Deputies to the current contracted staffing levels; and

Whereas, to add the additional Deputies the current contract needs to be amended; and

Whereas, the City wants to implement the full increase in as planned in the FY 2021-22 budget;

NOW THEREFORE be resolved that the City Council hereby approves the attached contract amendment (Amendment 2) with the Oakland County Sheriff for the purpose of adding the additional seven (7) Deputies.

OAKLAND COUNTY SHERIFF'S OFFICE
2019-2021 LAW ENFORCEMENT SERVICES AGREEMENT WITH
CITY OF PONTIAC

Amendment 2

Pursuant to Paragraph 29 of the 2019-2021 Law Enforcement Services Agreement between the COUNTY and the CITY OF PONTIAC (the "Contract"), the parties hereby agree to amend said Contract to add seven (7) Deputy II (no-fill) positions in accordance with the attached Exhibit 1 (Schedule A) beginning on the effective date of this Amendment 2. The attached Exhibit 1 replaces and supersedes the Schedule A attached to the Contract beginning on the effective date of this Amendment 2.

This Amendment 2 shall take effect on September 25, 2021 and shall continue until the Contract expires or is terminated. All other provisions in the Contract not otherwise affected by the attached Exhibit 1 remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 2 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 2 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 2.

IN WITNESS WHEREOF, Dr. Deirdre Waterman, Mayor of the City of Pontiac, hereby acknowledges that she has been authorized by a resolution of the Municipality's governing body to execute this Amendment 2 on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Amendment 2.

EXECUTED: _____ DATE: _____
Dr. Deirdre Waterman
Mayor

WITNESSED: _____ DATE: _____
Garland Doyle
Interim City Clerk

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, to execute this Amendment 2 on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _____ DATE:_____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED:_____ DATE: _____
County of Oakland

Exhibit 1

SCHEDULE A
City of Pontiac 2019-2021 Law Enforcement Services Agreement
Amendment #2, effective September 25, 2021

SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY

Rank of Sheriff's Deputies Contracted	Number of Sheriff's Deputies Contracted	Biweekly Charge for each Sheriff's Deputy to Municipality in 2021	Annual Costs 2021
Captain	1	$7,883.02	$204,958
Lieutenant	3	$6,780.49	$528,878
Patrol Sergeant	8	$6,132.68	$1,275,597
Detective Sergeant	1	$6,301.96	$163,851
Deputy II (w/fill)		$6,207.41	
Deputy II (no-fill)	61	$5,417.93	$8,592,837
Deputy II (no-fill/no-vehicle)		$5,122.88	
Patrol Investigator (no-fill)	18	$5,652.72	$2,645,473
Deputy I (no-fill)		$4,996.22	
Estimated Overtime			$793,211
Front desk & building PTNE Security Deputies	12	$25.06 per hour	$300,720 Estimated
Technical Assistant	1	$3,416.55	$88,830
PTNE Office Assistant II	2	$20.30 per hour	$40,600 Estimated
TOTAL	107		$14,634,955

NOTE: For each "Deputy II (w/fill)" identified above, the O.C.S.O. will, at no additional cost to the Municipality, provide a substitute Sheriff's Deputy (i.e., a "fill-in") to provide Law Enforcement Services to the Municipality whenever a contracted "Deputy II (w/fill)" is absent from the Municipality during any 80 hour biweekly period for any reason except those reasons enumerated in Paragraph 6.1 above.
NOTE: The O.C.S.O. will not assign any trainees to perform the duties of any Sheriff's Deputy contracted for and assigned to perform Law Enforcement Services under this Agreement.

#16

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Mayor Deirdre Waterman

DATE: September 16, 2021

RE: **Resolution to accept and approve the Oakland County 2021-22 Auto theft Prevention (ATPA) Sub-recipient Agreement with the City of Pontiac and Authorizes the Administration to execute the Agreement**

The City of Pontiac has been utilizing the Auto Theft Prevention Authority (ATPA) grant from the State of Michigan through the Oakland County Sheriff's office since 2013. This grant reimburses the municipality half of the Sheriffs deputy's eligible expenditures assigned full-time to ATPA related activities. The ATPA grant runs from October 1 to September 30 of any given year.

For the last eight years (2013-2021), Oakland County has been able to apply for the grant on our behalf, and we have been reimbursed half the costs for a Sheriff Deputy assigned full-time to the auto theft prevention. The State of Michigan requires all municipalities that receive the benefit of this grant through the OCSO, sign a sub-recipient agreement with Oakland County that delineates the rights and obligations of each party's responsibilities and duties regarding the use of the grant.

The City of Pontiac's responsibility is to provide funding for a Sheriff's Deputy to be assigned full-time to the ATPA tasks. Oakland County has entered into a contract with the State of Michigan for the grant and will reimburse the City of Pontiac half the costs. We received the request to have the agreement signed by the Mayor and request the City Council to authorize the Administration through a resolution to sign the sub-recipient agreement with Oakland County.

The following resolution is recommended:

Whereas, the City of Pontiac has been utilizing the Auto Theft Prevention Authority Grant through Oakland County since 2013; and

Whereas, the previous agreement with the Oakland County Sheriff's Office will expire on September 30, 2021; and

Whereas, the County and City may enter into a sub-recipient agreement by which the Oakland County Sheriff's Office would continue to assign a full-time Sheriff Deputy to the ATPA activities; and

Whereas, the Oakland County Sheriff's Office agrees to provide reimbursement to the City of Pontiac under the terms and conditions of the agreement up to 50 percent of the eligible expenditures;

Now, Therefore, Be It Resolved that the City Council, hereby approves the Oakland County 2021-2022 ATPA Sub-Recipient Agreement with the City of Pontiac and authorizes the Administration to execute the attached Agreement.

#19

RESOLUTION

CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Williams and City Council Members

FROM: Sabrina Kirtz, HR Director

DATE: September 16, 2021

RE: **Proposed Hazard Pay that will include essential and non-essential workers using funds from the American Rescue Plan (ARP)**

Earlier this year the federal government passed the American Rescue Plan ("ARP") to help address some of the economic fallout from the COVID_19 pandemic. From the ARP, the City of Pontiac has been granted $37.7 million in funding. Under the ARP, the funding can be used for a number of allowable purposes. One of these allowable purposes is for Hazard Pay for essential workers.

For the City of Pontiac, the employees who continued to work during the time from when the pandemic and emergency was first declared back in March 2020. To help compensate these essential employees, the Administration is proposing that a Hazard Pay bonus of $2000 be provided to employees. The bonus would be a one-time bonus that would cover current employees. For any employee that started after the pandemic started, the amount of the bonus would be prorated based on the employee's start date.

WHEREAS, City of Pontiac has been awarded $37.7 million in funding from the American Rescue Plan (ARP); AND

WHEREAS, one of the allowable expenses under the ARP guidelines is for hazard pay to essential workers; AND

WHEREAS, City of Pontiac employees had worked consistently throughout the COVID-19 pandemic beginning in March 2020 to June 2021 which had involved increased risk due to the pandemic; AND

WHEREAS, City of Pontiac employees are essential employees and it is the City's desire to provide them with hazard pay to provide additional compensation for their work during the pandemic; AND

NOW THERFORE BE IT RESOLVED that the City of Pontiac workers be provided with hazard pay from the City's ARP funds to the employees and for the amounts detailed in the attached document.

#17

RESOLUTION

Hazard Pay For City Employees
March 2020 - June 2021

Hire Date	Job Title	Department	Hazard Pay $2000	Pro-rated Months/Days	Part-time or Full-time
02/14/2017	Legislative Counsel	101-COUNCIL	$2,000		Full-time
08/21/2017	Executive Assistant	171-MAYOR	$2,000		Full-time
03/17/2017	Executive Assistant	171-MAYOR	$2,000		Full-time
06/22/2020	Elections/Clerk Specialist	191-ELECTION	$1,593.07	12 Months/8 Days	Full-time
06/08/2020	Assistant City Clerk	191-ELECTION	$1,653.68	12 Months/ 22 Days	Full-time
01/07/2016	INCOME TAX ADMINISTRATOR	202-INCOME TAX	$2,000		Full-time
05/26/2021	Senior Financial Analyst/ Mayor Liaison	206-FINANCE	$151.52	1 Month/5 Days	Full-time
05/19/2021	Grant Writer	206-FINANCE	$181.82	1 Month/12 Days	Full-time
11/09/2020	Finance Director	206-FINANCE	$1,000.00	7 Months/21 Days	Full-time
07/01/2013	Accounts Payable & Receivable Manager	206-FINANCE	$2,000		Full-time
09/09/2019	Asst. City Clerk/Regulatory Analyst	215-CLERK	$2,000		Full-time
10/24/2011	CITY CLERK	215-CLERK	$2,000		Full-time
07/01/2010	Deputy City Clerk	215-CLERK	$2,000		Full-time
09/21/2020	Deputy Treasurer	253-TREASURY	$1,207.79	9 Months/9 Days	Full-time
06/29/2020	Cashier I	253-TREASURY	$1,562.77	12 Months/ 1 Day	Full-time
11/06/2017	CITY TREASURER	253-TREASURY	$2,000		Full-time
09/13/1999	FT CSR TREASURY to Cashier III/Head Cashier	253-TREASURY	$2,000		Full-time
08/08/2016	Janitor	265-BUILDING MAINT.	$2,000		Full-time
08/08/2016	Janitor	265-BUILDING MAINT.	$2,000		Full-time
07/01/2009	Laborer - Building Maintenance	265-BUILDING MAINT.	$2,000		Full-time
03/22/2009	Building Superintendent	265-BUILDING MAINT.	$2,000		Full-time
07/27/2017	CABLE ARTS	291-CABLE	$2,000		Full-time
09/16/2020	City Engineer	447-ENGINEERING	$1,229.44	9 Months/ 14 Days	Full-time
08/24/2020	Right-of-Way Inspector	447-ENGINEERING	$1,329.00	10 Months /7 days	Full-time
01/01/2013	Right-of-Way Inspector	447-ENGINEERING	$2,000		Full-time
10/26/2020	SR COMMUNITY & ECONOMIC DEVELOPMEN	458-PUBLIC WORKS	$1,060.61	8 Months/5 Days	Full-time
09/09/2009	Accounting Assistant Public Works	458-PUBLIC WORKS	$2,000		Full-time
08/17/2020	Laborer II	463-CONTSTRUCTION	$1,359.31	10 Months/ 14 Days	Full-time
05/09/2018	Public Works Laborer II	463-CONTSTRUCTION	$2,000		Full-time
07/31/2017	Deputy DPW Director	463-CONTSTRUCTION	$2,000		Full-time
06/17/1996	Foreman III / Maintenance Supervisor	463-CONTSTRUCTION	$2,000		Full-time
02/01/2021	Laborer II	478-WINTER MAINT	$636.36	4 Months/27 Days	Full-time
08/17/2020	Laborer I	478-WINTER MAINT	$1,359.31	10 Months/ 14 Days	Full-time
08/12/2020	Maintenance Worker I	528-SANITATION	$1,380.95	10 Months/19 Days	Full-time
06/01/2020	Economic Development Director	690-COM & ECO DEV	$1,683.98	12 Months/ 29 Day	Full-time
08/26/2013	SR COMMUNITY & ECONOMIC DEVELOPMEN	690-COM & ECO DEV	$2,000		Full-time
04/19/2021	SR COMMUNITY & ECONOMIC DEVELOPMEN	721-PLANNING	$307.36	2 Months/ 11 Days	Full-time
09/04/2018	City Planner	721-PLANNING	$2,000		Full-time
06/25/2018	Planning Manager	721-PLANNING	$2,000		Full-time
03/29/2021	Code Enforcement Oficer	733-CODE ENFORCE	$398.27	3 Months/2 Days	Full-time
09/14/2020	Code Enforcement Officer	733-CODE ENFORCE	$1,238.10	9 Months/ 16 Days	Full-time
12/18/2019	Code Enforcement Officer	733-CODE ENFORCE	$2,000		Full-time
10/01/2018	Code Enforcement Officer	733-CODE ENFORCE	$2,000		Full-time
10/01/2018	Code Enforcement Officer	733-CODE ENFORCE	$2,000		Full-time
11/04/2014	Code Enforcement Officer	733-CODE ENFORCE	$2,000		Full-time
02/03/2020	PT YOUTH RECREATION ASSISTANT	756-YOUTH REC	$2,000		Part-time
06/18/2019	PT YOUTH RECREATION ASSISTANT	756-YOUTH REC	$2,000		Part-time
01/14/2019	Assistant Youth Recreation Manager	756-YOUTH REC	$2,000		Full-time

Hazard Pay For City Employees
March 2020 - June 2021

Hire Date	Job Title	Department	Essential Pay $2000	Pro-rated Months/Days	Part-time or Full-time
07/16/2018	PT YOUTH RECREATION ASSISTANT	756-YOUTH REC	$2,000	[redacted]	Part-time
08/21/2017	Human Resource/ Finance	756-YOUTH REC	$2,000	[redacted]	Full-time
08/03/2017	PT YOUTH RECREATION ASSISTANT	756-YOUTH REC	$2,000	[redacted]	Part-time
10/22/2020	PT YOUTH RECREATION ASSISTANT	775-YOUTH SPORTS	$1,077.92	8 Months/9 Days	Part-time
06/17/2019	PT YOUTH RECREATION ASSISTANT	775-YOUTH SPORTS	$2,000.00	[redacted]	Part-time
11/18/2018	PT Academic Support	775-YOUTH SPORTS	$2,000.00	[redacted]	Part-time
10/20/2020	Senior Center Specialist	813-RUTH PETERSON SENIOR CENTER	$1,082.25	8 Months/10 Days	Full-time
08/27/2018	FT Senior Center Specialist	813-RUTH PETERSON SENIOR CENTER	$2,000	[redacted]	Full-time
10/26/2015	Senior Center Specialist	813-RUTH PETERSON SENIOR CENTER	$2,000	[redacted]	Full-time
11/28/2018	Senior Center Specialist	814-BOWEN SENIOR CENTER	$2,000	[redacted]	Full-time
05/26/1992	Public Works Laborer II	PUBLIC-Public Works.	$2,000	[redacted]	Full-time

Grand Total	**$101,429**

#18

RESOLUTION

GMH GIARMARCO, MULLINS & HORTON, P.C.
ATTORNEYS AND COUNSELORS AT LAW

ATTORNEY-CLIENT PRIVILEGED MEMORANDUM

TO: **Mayor Deirdre Waterman**
City Council

FROM: George A. Contis, Esq.

CC: John Clark, Esq. and Anthony Chubb, Esq.

DATE: September 15, 2021

RE: Hollywood Street – Proposed Conveyance of one-half of Vacated Hollywood Street from Racer Trust to the City

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Earlier this year, Rick Zablocki, the Chief Tax Officer and Director of Operations for the Racer Trust / Racer Properties LLC[1] met with Councilwoman Mary Pietila, to discuss, among other things, the potential conveyance by the Racer Trust its one-half of vacated Hollywood Street back to the City. By way of background, a portion of Hollywood Street between Mansfield and Kennett Streets abutting Lots 80, 81, 109, 141 and 142 Buena Heights Subdivision (as well as a public alley abutting Lots 69-80 (inclusive), 142-146 (inclusive)) were vacated by Council in a resolution adopted December 18, 1985 and recorded In Liber 8989, Page 69, Oakland County Records.[2] The vacated portion of Hollywood Street are parts of Tax Parcels 14-17-374-003 and 14-20-130-018.[3]

It appears that the Racer Trust is preparing to sell its property in the immediate vicinity and would prefer to sell the property to a third party without the vacated portion of Hollywood Street.

As part of its proposed conveyance of its on-half of the vacated portion of Hollywood Street to the City, it provided the City Attorney's office with a proposed quit claim deed for its vacated one-half of Hollywood Street, a Title Insurance Commitment and Legal Descriptions[4] all of which have been reviewed and approved.

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1 These entities were formed as part of the 2009 General Motors Bankruptcy to take title to General Motors properties that were not going to be part of General Motors' post-bankruptcy operations.
2 A copy of the Resolution is attached as Exhibit "A" to this memorandum.
3 The vacated portions of Hollywood Street are depicted on the attached Exhibit "B." Please note this was an image generated by The Racer Trust HOWEVER, it misidentifies the County as Genesee instead of Oakland.
4 All of which are attached, respectively, as Exhibits "C," "D," and "E."

The issue for Council debate and consideration is whether it is beneficial for the City to accept the conveyance of the vacated portion of Hollywood Street from the Racer Trust and as an accommodation to Racer. I would be pleased to discuss these items with you at the Study Session scheduled for Tuesday, September 21st.

CITY OF PONTIAC CITY COUNCIL

RESOLUTION REGARDING ACCEPTANCE OF QUIT CLAIM DEED FROM RACER PROPERTIES LLC FOR ITS HALF OF THE VACATED PORTION OF HOLLYWOOD STREET

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on _____, 2021, the following resolution was offered by _____ and supported by _____.

WHEREAS, in 1984 this Council by Resolution vacated certain portions of Hollywood Street with title with the east and west halves of the vacated portion of the street being added to the legal descriptions of the immediately adjacent property owners.

WHEREAS, the east portion of vacated Hollywood Street was added to the legal description of property owned by General Motors.

WHEREAS, the property owned by General Motors were conveyed to racer Properties, LLC in 2009 as part of its bankruptcy reorganization with the understanding that these parcels were not necessary for General Motors' post-bankruptcy operations

WHEREAS, .Racer Properties no longer has a need for the vacated portion of Hollywood Street and desires to quit claim it back to the City.

WHEREAS, the Office of the City Attorney was provided with a proposed quit claim deed, title insurance commitment and other related documents all of which have been reviewed and approved; and

WHEREAS, it is for the mutual benefit of the City and future owners of Racer Properties LLC site to accept the quit claim deed from Racer Properties, LLC.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The City is authorized to accept the quit claim deed from Racer Properties, LLC for its vacated portion of Hollywood Street..

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of _____, 2021.

AYES: _____

NAYS: _____

I, Garland Doyle, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on _____, 2021.

_____
GARLAND DOYLE, Interim City Clerk

Dated: _____, 2021

EXHIBIT "A"

MAY 21 85

LIBER 8989 PAGE 69

85 54534

STATE OF MICHIGAN)
SS
COUNTY OF OAKLAND
City of Pontiac

'85 MAY 21 16:26

I, ELIZABETH H. FLETCHER, Clerk of the City of Pontiac, Michigan, do hereby certify that the following is a true copy of Resolution No. 852-84, adopted by the Pontiac City Council at a Regular Meeting held Tuesday December 18, 1984.

"By Councilperson Elliott, supported by Councilperson Willis, Whereas, the Pontiac City Council is in receipt of the Pontiac City Planning Commission's Report and Recommendation; and,

Whereas, the Pontiac City Council finds that the vacation of said portion of Hollywood Street and said Public Alley will not prevent accessibility to the abutting property owners; and,

Whereas, the City Council finds that the proposed vacation of said portion of Hollywood Street and said Public Alley will not conflict with the City's adopted Land Use or Master Thoroughfare Plan.

Now, Therefore, Be It Resolved, that a request to vacate said portion of Hollywood Street and said Public Alley legally described as being:

Said portion of Hollywood Street between Mansfield Street and Kennett Road, for a distance of 320 feet, abutting Lots 80, 81, 109, 141, and 142 and said 20-foot Public Alley lying parallel to Kennett Road abutting Lots 69 thru 80 and Lots 142 thru 146 of Buena Vista Heights Subdivision, as recorded in Liber 24 of Plats, page 27, City of Pontiac, Oakland County, Michigan, UNT 14-17-353-000 24027

is hereby Approved by the Pontiac City Council on this 18th Day of December 1984, contingent on the following conditions:

a. All easement right shall be retained for future maintenance of utilities.

b. The Applicant shall construct a fence along the southern boundary of Mansfield Street to prevent vehicular traffic movement onto Mansfield Street from the subject site.

c. All ingress and egress to and from the off-street parking area shall be restricted to Kennett Road and Baldwin Avenue.

Be It Further Resolved, that the City of Pontiac, pursuant to the provisions of State Law (Act 288, Public Acts of 1967, Section 257), for the use and benefit of the City of Pontiac, and any lawfully franchised utility company doing business in the City having the right to use public rights-of-way, their successors, licensees, or assigns and their agents and employees, does hereby reserve an easement for public utility purposes for the benefit of the

7.00

MAY 21 85

City of Pontiac, and any lawfully franchised utility company doing business in the City having the right to use public rights-of-way, giving them the right to construct and maintain, and to repair, remove, replace, improve, and enlarge sewers, drains, or water or gas mains, cables, wires, conduits, poles and towers, and other supports, and all the necessary apurtenances thereto, including braces, guys, anchors, manholes and transformers, and to enter upon said property at any time for the purpose of constructing, maintaining, repairing, removing, replacing, improving, enlargin, or inspecting same, and to trim or remove any trees or roots that may at any time interfere with or threaten to interfere with said public utility installation. Said reserved easement shall cover all of the above vacated alley.

Be It Further Resolved, that no building or structure shall be placed over or upon said easement without the express consent of the City of Pontiac, and any lawfully franchised utility company doing business in the City having the right to use public right-of-way, or their sucessors, licensees, or assigns. Such consent of the City of Pontiac shall be obtained in writing from the Engineering Department of the City after submission of complete plans for the proposed construction, and the issuance of a building permit for any such building or structure shall not constitute such consent. The non-sue or limited use of this easement right by the holders thereof shall not prevnet later use thereof to the full extent provided therin.

Be It Further Resolved, that a copy of this resolution be recorded with the Register of Deeds for Oakland County and sent to the State Treasurer.

Given under my hand and seal of the City of Pontiac, Michigan this 15th Day of January, A.D., 1985.

ELIZABETH H. FLETCHER, CMC
City Clerk of the City of Pontiac, Michigan

Return to:

Planning Division
35 E. Huron
Pontiac, MI 48058

1

EXHIBIT "B"

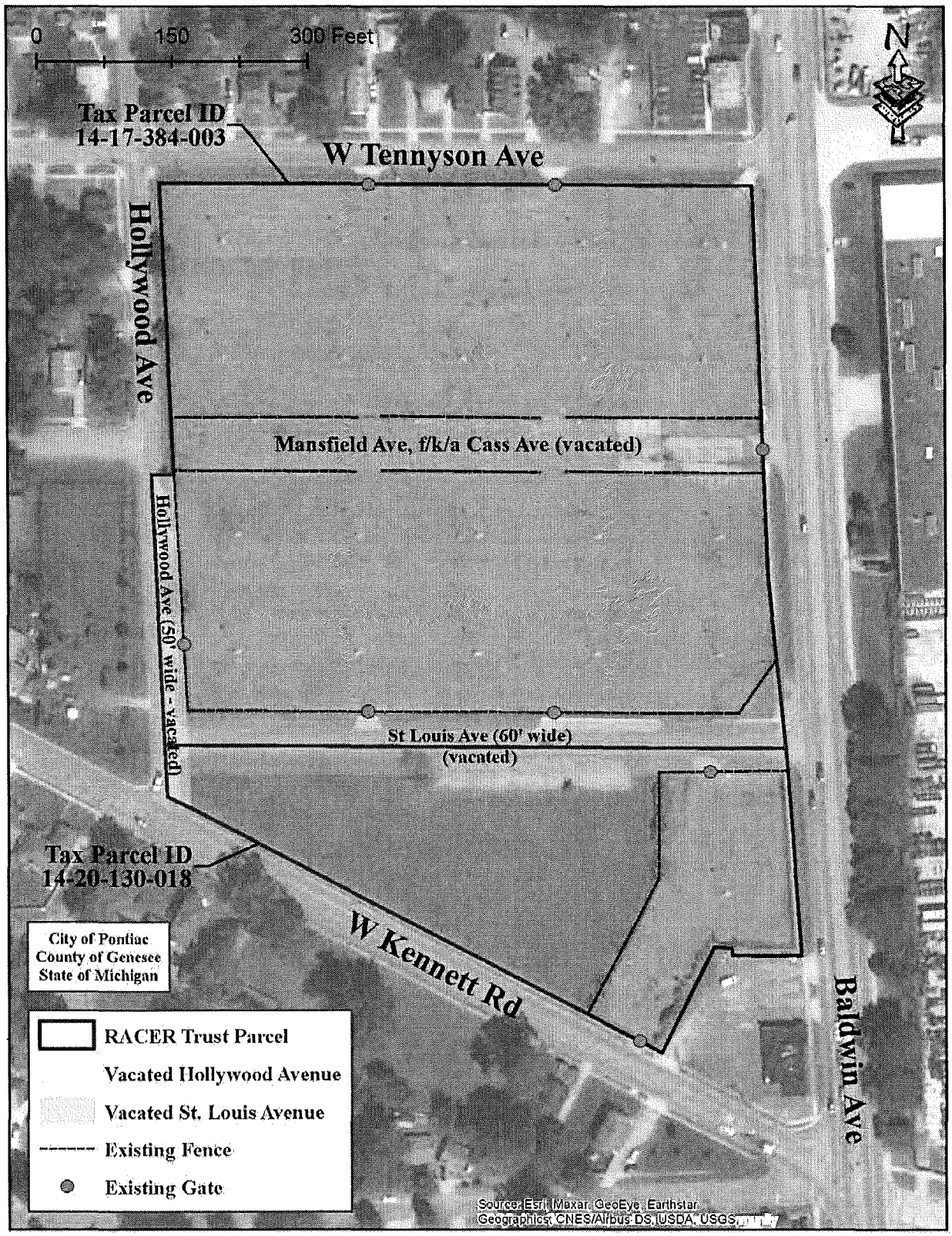
0
150
300 Feet
N
Tax Parcel ID
14-17-384-003
W Tennyson Ave
Hollywood Ave
Mansfield Ave, f/k/a Cass Ave (vacated)
Hollywood Ave (50' wide - vacated)
St Louis Ave (60' wide)
(vacated)
Tax Parcel ID
14-20-130-018
W Kennett Rd
Baldwin Ave
City of Pontiac
County of Genesee
State of Michigan
RACER Trust Parcel
Vacated Hollywood Avenue
Vacated St. Louis Avenue
Existing Fence
Existing Gate
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS,

EXHIBIT "C"

QUIT CLAIM DEED

RACER PROPERTIES LLC, a Delaware limited liability company ("Grantor"), having an address of 1505 Woodward Avenue, Suite 200, Detroit, Michigan 48226, for and in consideration of the sum of TEN DOLLARS and No/100, paid by the **CITY OF PONTIAC,** a Michigan municipality ("Grantee"), having an address of 47450 Woodward Avenue, Pontiac, Michigan 48342, the receipt of which is hereby acknowledged, and pursuant to the Order of the United States Bankruptcy Court for the Southern District of New York entered on March 29, 2011, in Case No. 09-50026 (REG) styled *In re: Motors Liquidation Company, f/k/a General Motors Corporation, et al.,* by these presents does QUIT CLAIM unto Grantee all of Grantor's rights, title, and interests in and to (a) that certain tract of land, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference for all purposes, (b) strips and gores between such tract of land and any abutting properties whether owned or claimed by deed, limitations or otherwise, and whether or not held under fence by Grantor, (c) any land lying in or under the bed of any creek, stream, or waterway or any highway, avenue, street, road, alley, easement, or right-of-way, open or proposed, in, on, across, abutting, or adjacent to such tract of land, (d) improvements, buildings, or fixtures located on such tract of land, and (e) mineral, water, oil, gas, solar, and wind rights relating to all or any part of such tract of land, together with all of Grantor's rights, claims, titles, and interests in and to any and all appurtenances, rights, easements, and rights-of-way, filings, or other interests, including, without limitation rents and profits accruing after the effective date hereof, related to or benefiting such tract of land (collectively, the "Property").

The Grantor further grants to the Grantee the right to make all divisions available to the Property under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Exempt from real estate transfer tax pursuant to Michigan Compiled Laws §§ 207.505(c) and 207.526(c).

Dated this _____ day of _____, 2021.

(Signature and notary appear on following pages)

Signature Page to Quit Claim Deed

RACER PROPERTIES LLC,
a Delaware limited liability company

By: Revitalizing Auto Communities Environmental Response Trust, Sole Member of RACER Properties LLC

By: EPLET, LLC, acting solely in its capacity as Administrative Trustee of Revitalizing Auto Communities Environmental Response Trust

By: _____
ELLIOTT P. LAWS, not individually, but acting solely in his capacity as Managing Member

DISTRICT/STATE OF _____)
) SS:
CITY/COUNTY OF _____)

On the _____ day of _____, 2021 before me a Notary Public for the District/State and City/County aforesaid, personally appeared ELLIOTT P. LAWS, who acknowledged himself to be the Managing Member of EPLET, LLC, the Administrative Trustee of the REVITALIZING AUTO COMMUNITIES ENVIRONMENTAL RESPONSE TRUST (the "Trust"), Sole Member of RACER PROPERTIES LLC, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing Quit Claim Deed, on behalf of RACER PROPERTIES LLC, not individually, but solely in his capacity as Managing Member of EPLET, LLC, Administrative Trustee of the Trust, its Sole Member, for the purposes therein contained by signing his name.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature:_____
Notary's Name:_____
Notary Public, District/State of _____
City/County of_____
My Commission Expires:_____
Acting in the County of:_____

Drafted by:

Carl P. Garvey
General Counsel
Revitalizing Auto Communities Environmental Response Trust
1505 Woodward Avenue, Suite 200
Detroit, Michigan 48226

When recorded return to:

TBD

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Land situated in Township 3 North, Range 10 East, Sections 17 and 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Commencing at the intersection of the South line of West Tennyson Avenue (60' wide) and the East line of Hollywood Avenue (50' wide), said intersection also being the Northwest corner of Lot 202 of Buena Vista Heights Subdivision, as recorded in Liber 24, Page 27 of Plats, Oakland County Records; thence South 00°03'18" West a distance of 321.68 feet to the Point of Beginning; thence North 86°58'39" West a distance of 25.03 feet to the centerline of Hollywood Avenue (50' wide); thence along said centerline, South 00°03'18" West a distance of 299.18 feet to the intersection of the centerline of vacated Hollywood Avenue and the centerline of vacated St. Louis Avenue (60' wide), extended; thence along said centerline of vacated St. Louis Avenue, South 86°58'39" East a distance of 25.03 feet; thence North 00°03'18" East a distance of 299.18 feet to the Point of Beginning.

Portion of Tax Parcel Identification Number 14-17-384-003.

Containing 7,480 square feet of land, more or less.

And also,

Land situated in Township 3 North, Range 10 East, Section 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Commencing at intersection of the West line of Baldwin Avenue (90' wide) and the centerline of vacated St. Louis Avenue (60' wide); thence along said centerline, North 86°58'39" West a distance of 659.35 feet to the intersection of said centerline and the East line of Hollywood Avenue (50' wide), said intersection also being the Point of Beginning; thence continuing along said centerline, extended, North 86°58'39" West a distance of 25.03 feet; thence along the centerline of Hollywood Avenue, South 00°03'18" West a distance of 56.80 feet to the North line of Kennett Road (60' wide); thence along said North line, South 59°45'07" East a distance of 28.92 feet; thence North 00°03'18" East a distance of 70.05 feet to the Point of Beginning.

Portion of Tax Parcel Identification Number 14-17-130-018.

Containing 1,586 square feet of land, more or less.

The above-described lands being a portion of Hollywood Avenue vacated by City Council resolution on December 18, 1984, recorded in Liber 8989, Page 69, Oakland County Clerk/Register of Deeds.

EXHIBIT "D"

First American Commitment	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
Issued By
FIRST AMERICAN TITLE INSURANCE COMPANY
NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements;
   (f) Schedule B, Part II—Exceptions

4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I—Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**
   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**
   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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First American **Schedule A**	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company

Transaction Identification Data for reference only:
Issuing Office: First American Title Insurance Company National Commercial Services
Michigan Office: 900 Wilshire Drive , Suite 260,
Troy, MI 48084
(248)458-7200
Commitment No.: NCS-1050370-MICH
Property Address: 900 Baldwin Avenue, Pontiac, MI 48340
Revision No.: 3/16/2021 kr

SCHEDULE A

1. Commitment Date: January 29, 2021 at 7:30 AM
2. Policy to be issued:

   (a) ☒ ALTA® Owners Policy
   Proposed Insured: Prospective Purchaser
   Proposed Policy Amount: $1,000,00

   (b) ☐ ALTA® Loan Policy
   Proposed Insured:None
   Proposed Policy Amount: $0.00

   (c) ☐ ALTA® Policy
   Proposed Insured:
   Proposed Policy Amount: $

3. The estate or interest in the Land described or referred to in this Commitment is

   Fee Simple

4. The Title is, at the Commitment Date, vested in: Racer Properties LLC, a Delaware limited liability company, pursuant to the deed recorded in Liber 43570, Page 138, as to Parcels 1 and 2; and General Motors Corporation, a Delaware corporation, pursuant to the deeds recorded in Liber 1976, Page 100, Liber 4653, Page 393, Liber 4654, Page 396, Liber 4655, Page 121, Liber 4732, Page 226, as to Parcels 3 and 4

5. The Land is described as follows:
   See Schedule C attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Commitment No.: NCS-1050370-MICH

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Pay unpaid taxes and assessments unless shown as paid.

   2020 Winter Taxes in the amount of $23.92 are NOT PAID
   2020 Summer Taxes in the amount of $710.48 are PAID

   TAX PARCEL IDENTIFICATION:
   Property Address: W Kennett, Pontiac, MI
   Tax Parcel No.: 64-14-20-130-018 (Parcel 1)
   Special Assessments: None

   2020 Winter Taxes in the amount of $184.04 are NOT PAID
   2020 Summer Taxes in the amount of $5,458.60 are PAID

   TAX PARCEL IDENTIFICATION:
   Property Address: Baldwin, Pontiac, MI
   Tax Parcel No.: 64-14-17-384-003 (Parcels 2, 3 and 4)
   Special Assessments: None
   NOTE: The Tax Assessor's legal description is inconsistent with the insured legal description.

   The amounts shown as unpaid do not include collection fees, penalties, interests, sewer/water service charges. Please verify before closing.

   Notice: If taxes, assessment or water/sewer are to be paid at time of closing, an original tax and water bill must be presented.

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6. Submit to the Company evidence of good standing of Racer Properties LLC, issued by the appropriate office of its state of domicile.

7. With respect to Racer Properties LLC, we will require a full copy of the operating agreement and any amendments, together with an affidavit signed by the managing member(s) stating that it is a true copy and that there have been no further amendments. Other requirements may be made following the review of such documents.

8. Record Warranty Deed from Racer Properties LLC to Prospective Purchaser.

9. When the proposed insured is identified additional requirements and/or exceptions may be made.

10. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.

11. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.

12. Submit ALTA/NSPS land title survey or other survey satisfactory to the Company by an approved surveyor. Additional Exceptions may be made for easements, parties in possession of the land, encroachments, overlaps, boundary line discrepancies, and other matters which may be disclosed by the survey. This requirement is waived if the land is a lot in a recorded subdivision and the improvement is a one-to-four family residential structure which was constructed more than 18 months ago.

13. Submit proper evidence that the tax legal description has been corrected to conform with the legal description set forth on this commitment.

14. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

15. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

16. Submit to the Company a certified true copy of the Resolution of (a) or (b) below, as applicable, of General Motors Corporation, authorizing and directing the proper officers to execute all documents on behalf of the Corporation.

    (a) Ordinary Course of Business: Board of Directors;
    (b) Outside Ordinary Course of Business: The Shareholders and Board of Directors

17. Submit to the Company evidence of good standing of General Motors Corporation, issued by the appropriate office of its state of domicile.

18. Record Warranty Deed from General Motors Corporation to Prospective Purchaser.

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19. Termination of the interest of Erie Sundquist and Russell H. Sundquist as disclosed in the Quit Claim Deeds recorded January 2, 1985, in Liber 8871, Page 746 and in Liber 8871, Page 747.

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Commitment No.: NCS-1050370-MICH

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

6. Taxes and assessments not due and payable at Commitment Date.

7. Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument(s) recorded in Liber 550, Page 63 (Lot 112); Liber 553, Page 173 (Lots 110 and 111); and Liber 582, Page 284 (Lot 82), Oakland County records.

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8. Easements for public utilities lying within the vacated streets and alleys adjoining the Land, recorded in Liber 4731, Page 386; Liber 8337, Page 672; Liber 8337, Page 701; Liber 8989, Page 67; Liber 8989, Page 69; and Liber 9022, Page 18, Oakland County records.

9. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.

10. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.

11. All of the terms and provisions set forth and contained in that certain lease between General Motors Corporation, a Delaware corporation, Lessor, and General Motors Company, a Delaware corporation, Lessee, a memorandum of which is recorded in Liber 41392, Page 439, Oakland County records. (Affects the Land and other property)

12. Rights of tenants under unrecorded leases.

NOTE: The tax assessor's legal description is inconsistent with the insured legal description.

13. Interest of Erie Sundquist and Russell H. Sundquist pursuant to Quit Claim Deeds recorded in Liber 8871, Page 746 and in Liber 8871, Page 747.

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First American **Schedule C**	ISSUED BY: First American Title Insurance Company National Commercial Services File No:NCS-1050370-MICH

Commitment No.: NCS-1050370-MICH

Land in the City of Pontiac, Oakland County, Michigan, described as follows:

PARCEL 1:

Lots 81 to 93, inclusive, and the North 1/2 of Lot 99 and all of Lots 100 to 108, inclusive, BUENA VISTA HEIGHTS SUBDIVISION, EXCEPT the East 30 feet of the North 1/2 of Lot 99 and Lots 100 to 103, inclusive, taken for road, including all of vacated alley described as: Beginning at the Northwest corner of Lot 103; thence South 01 degrees 12 minutes 14 seconds East, 176.42 feet; thence North 59 degrees 52 minutes 59 seconds West 18 feet; thence South 30 degrees 07 minutes 01 seconds West 13.05 feet to the Northeasterly corner of Lot 93; thence Northwesterly along the North line of Lots 88 to 93, inclusive, to the South line of vacated Saint Louis Avenue; thence Easterly along said South line to the West corner of Lot 108; thence Southeasterly along South line of Lots 104 to 108 inclusive, to the Southeast corner of Lot 104; thence North along the East line of Lot 104 to the Northeast corner of Lot 104; thence Easterly 18 feet along the North line of Lot 104, extended Easterly; thence Southerly 20 feet to beginning. ALSO including the South 1/2 of vacated Saint Louis Avenue adjacent to the same. ALSO including the East 1/2 of vacated Hollywood Avenue adjacent to the same, as recorded in Liber 24, Page 27 of Plats, Oakland County Records.

PARCEL 2:

Lots 109 to 141 inclusive, BUENA VISTA HEIGHTS SUBDIVISION, EXCEPT the East 30 feet of Lots 123 to 127 inclusive, taken for road. ALSO Lots 170 to 202 inclusive, EXCEPT the East 30 feet of Lots 184 to 188 inclusive, taken for road. Including 1/2 vacated Saint Louis Avenue adjacent to Lots 109 to 123 inclusive.

ALSO including all of vacated Mansfield Avenue East of the East line of Hollywood Avenue, that part of vacated Tennyson Avenue adjacent to the West 77 feet of Lot 188, and 1/2 of vacated Hollywood Avenue adjacent to Lots 109 and 141. ALSO including all of vacated alley adjacent to Lots 122 to 128 inclusive, and Lots 183 to 189 inclusive, as recorded in Liber 24, Page 27 of Plats, Oakland County Records.

EXCEPTING therefrom the North 10 feet of Lots 109 to 122 inclusive, and the South 10 feet of Lots 128 to 141 inclusive, Lots 170 to 175 inclusive, and Lots 196 to 202 inclusive, BUENA VISTA HEIGHTS SUBDIVISION, as recorded in Liber 24, Page 27 of Plats, Oakland County Records.

Parcel 3:

The North 10 feet of Lots 109 to 122 inclusive, and the South 10 feet of Lots 128 to 141 inclusive, BUENA VISTA HEIGHTS SUBDIVISION, as recorded in Liber 24, Page 27 of Plats, Oakland County Records.

Parcel 4:

Lots 170 to 175 inclusive, and Lots 196 to 202 inclusive, BUENA VISTA HEIGHTS SUBDIVISION, as recorded in Liber 24, Page 27 of Plats, Oakland County Records.

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EXHIBIT "E"

EXHIBIT A

Legal Descriptions & Depictions
of Parent Parcels

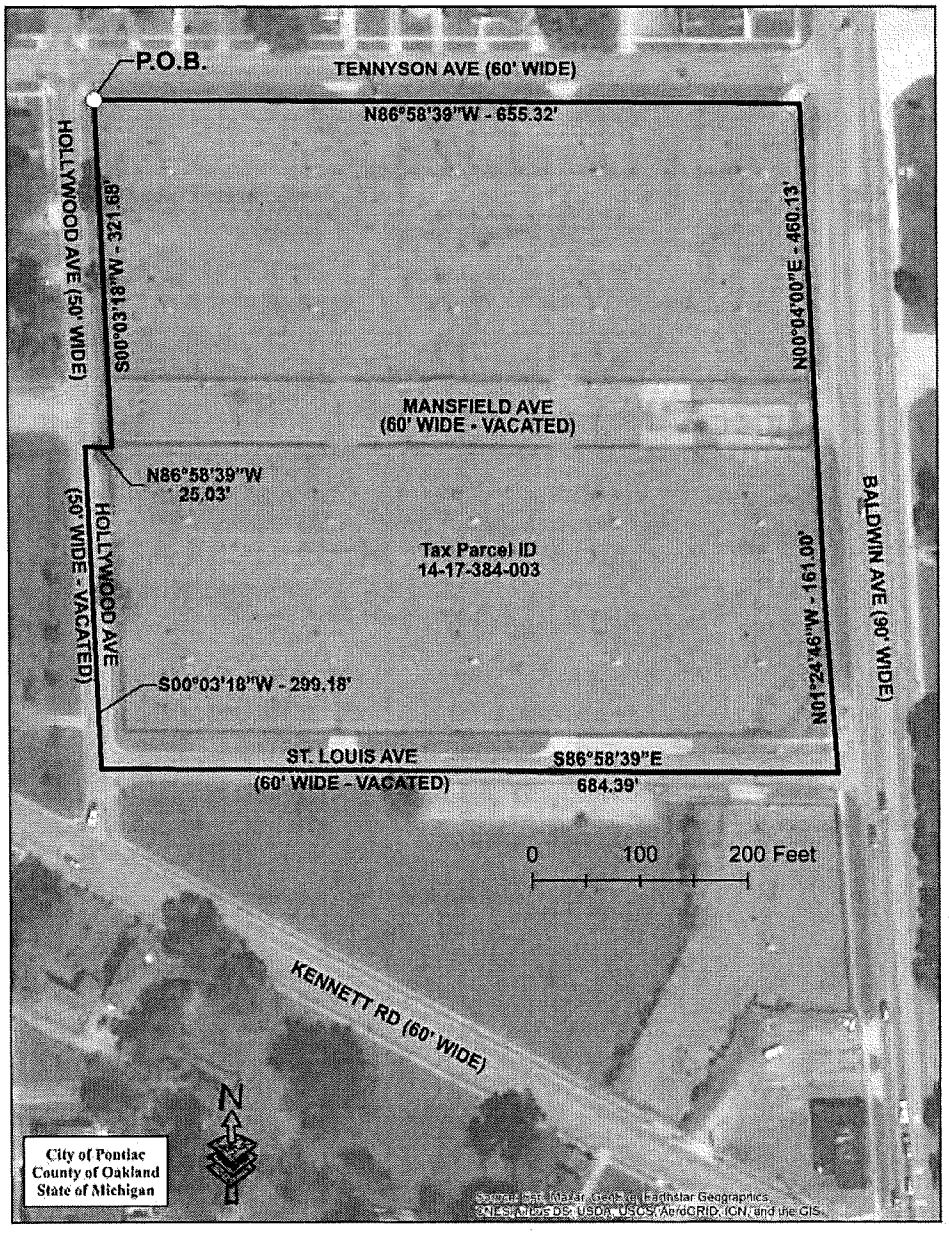
Land situated in Township 3 North, Range 10 East, Sections 17 and 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Beginning at the intersection of the South line of West Tennyson Avenue (60' wide) and the East line of Hollywood Avenue (50' wide), said intersection also being the Northwest corner of Lot 202 of Buena Vista Heights Subdivision, as recorded in Liber 24, Page 27 of Plats, Oakland County Records; thence South 00°03'18" West a distance of 321.68 feet; thence North 86°58'39" West a distance of 25.03 feet to the centerline of Hollywood Avenue; thence along said centerline, South 00°03'18" West a distance of 299.18 feet to the intersection of the centerline of vacated Hollywood Avenue and the centerline of vacated St. Louis Avenue (60' wide), extended; thence along said centerline of vacated St. Louis Avenue, South 86°58'39" East a distance of 684.39 feet to the West line of Baldwin Avenue (90' wide); thence along said West line of Baldwin Avenue, North 01°24'46" West a distance of 161.00 feet; thence continuing along said West line, North 00°04'00" East a distance of 460.13 feet to the South line of West Tennyson Avenue; thence North 86°58'39" West a distance of 655.32 feet to the Point of Beginning.

Tax Parcel Identification Number 14-17-384-003

The above-described area being a portion of lands conveyed by Motors Liquidation Company to RACER Properties LLC on March 31, 2011 as recorded in Liber 43570, Page 13, Oakland County Records.

Above metes and bounds as determined during February 4, 2021 field survey by Nowak & Fraus Engineers.


P.O.B.
TENNYSON AVE (60' WIDE)
N86°58'39"W - 655.32'
HOLLYWOOD AVE (50' WIDE)
S00°03'18"W - 321.68'
N00°04'00"E - 460.13'
MANSFIELD AVE
(60' WIDE - VACATED)
N86°58'39"W
25.03'
HOLLYWOOD AVE
(50' WIDE - VACATED)
Tax Parcel ID
14-17-384-003
BALDWIN AVE (90' WIDE)
N01°24'46"W - 161.00'
S00°03'18"W - 299.18'
ST. LOUIS AVE
(60' WIDE - VACATED)
S86°58'39"E
684.39'
0
100
200 Feet
KENNETT RD (60' WIDE)
N
City of Pontiac
County of Oakland
State of Michigan

And also,

Land situated in Township 3 North, Range 10 East, Section 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Beginning at intersection of the West line of Baldwin Avenue (90' wide) and the centerline of vacated St. Louis Avenue (60' wide); thence along said centerline, North 86°58'39" West a distance of 684.39 feet to the centerline of vacated Hollywood Avenue (50' wide); thence along said centerline of vacated Hollywood Avenue, South 00°03'18" West a distance of 56.80 feet to the North line of Kennett Road (60' wide); thence along said North line, South 59°45'07" East a distance of 612.12 feet; thence North 30°17'13" East a distance of 134.68 feet; thence South 59°45'03" East a distance of 18.00 feet; thence South 01°24'46" East a distance of 4.19 feet; thence South 86°58'39" East a distance of 76.92 feet to said West line of Baldwin Avenue; thence following said West line, North 01°24'46" West a distance of 230.15 feet to the Point of Beginning.

Tax Parcel Identification Number 14-17-130-018

The above-described area being a portion of lands conveyed by Motors Liquidation Company to RACER Properties LLC on March 31, 2011 as recorded in Liber 43570, Page 13, Oakland County Records.

Above metes and bounds as determined during February 4, 2021 field survey by Nowak & Fraus Engineers.

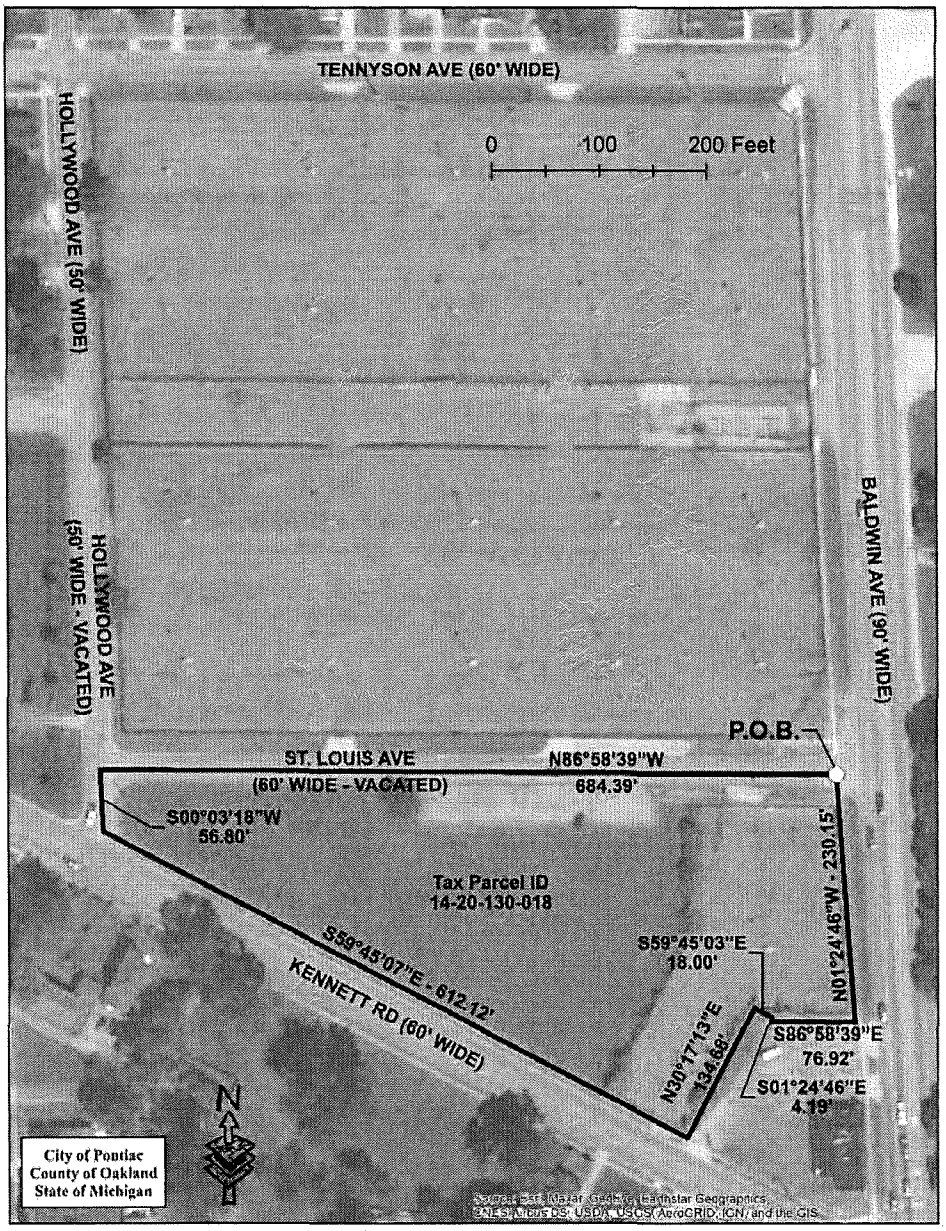

TENNYSON AVE (60' WIDE)
0 100 200 Feet
HOLLYWOOD AVE (50' WIDE)
HOLLYWOOD AVE (50' WIDE - VACATED)
BALDWIN AVE (90' WIDE)
P.O.B.
ST. LOUIS AVE
(60' WIDE - VACATED)
N86°58'39"W
684.39'
S00°03'18"W
56.80'
Tax Parcel ID
14-20-130-018
N01°24'46"W - 230.15'
S59°45'03"E
18.00'
S59°45'07"E - 612.12'
KENNETT RD (60' WIDE)
N30°17'13"E
134.88'
S86°58'39"E
76.92'
S01°24'46"E
4.19'
N
City of Pontiac
County of Oakland
State of Michigan
Sources: Esri, Maxar, Geoeye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS

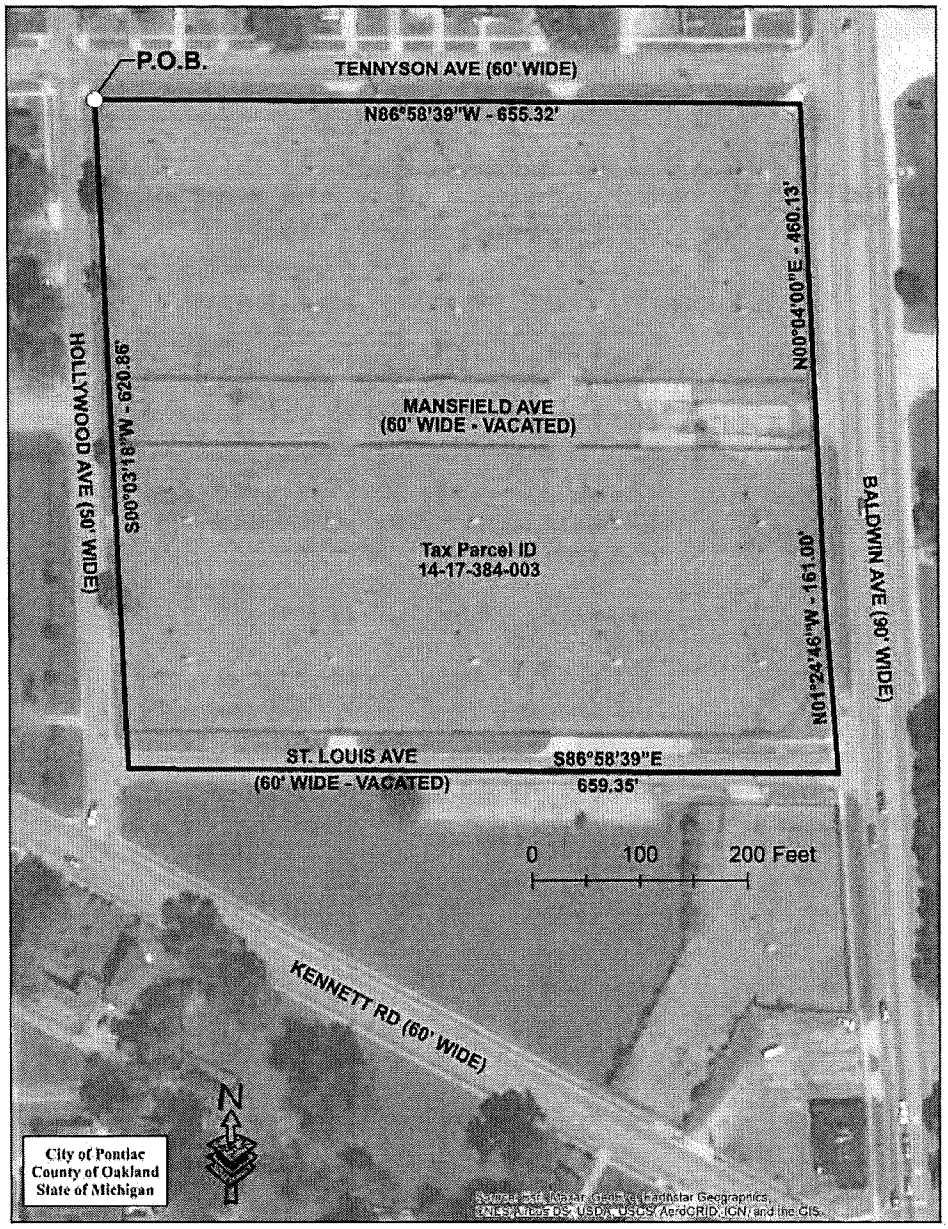
EXHIBIT B

Legal Descriptions & Depictions of
Area to be Retained by RACER Properties LLC

Land situated in Township 3 North, Range 10 East, Sections 17 and 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Beginning at the intersection of the South line of West Tennyson Avenue (60' wide) and the East line of Hollywood Avenue (50' wide), said intersection also being the Northwest corner of Lot 202 of Buena Vista Heights Subdivision, as recorded in Liber 24, Page 27 of Plats, Oakland County Records; thence South 00°03'18" West a distance of 620.86 feet to the centerline of vacated St. Louis Avenue (60' wide); thence along said centerline of vacated St. Louis Avenue, South 86°58'39" East a distance of 659.35 feet to the West line of Baldwin Avenue (90' wide); thence along said West line of Baldwin Avenue, North 01°24'46" West a distance of 161.00 feet; thence continuing along said West line, North 00°04'00" East a distance of 460.13 feet to the South line of West Tennyson Avenue; thence North 86°58'39" West a distance of 655.32 feet to the Point of Beginning.

Portion of Tax Parcel Identification Number 14-17-384-003


P.O.B.
TENNYSON AVE (60' WIDE)
N86°58'39"W - 655.32'
N00°04'00"E - 460.13'
HOLLYWOOD AVE (50' WIDE)
S00°03'18"W - 620.35'
MANSFIELD AVE
(60' WIDE - VACATED)
Tax Parcel ID
14-17-384-003
BALDWIN AVE (90' WIDE)
N01°24'18"W - 161.00'
ST. LOUIS AVE
(60' WIDE - VACATED)
S86°58'39"E
659.35'
0
100
200 Feet
KENNETT RD (60' WIDE)
N
City of Pontiac
County of Oakland
State of Michigan
Sources: Esri, Maxar, Geo-Eye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS

And also,

Land situated in Township 3 North, Range 10 East, Section 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Beginning at intersection of the West line of Baldwin Avenue (90' wide) and the centerline of vacated St. Louis Avenue (60' wide); thence along said centerline, North 86°58'39" West a distance of 659.35 feet to the intersection of said centerline and the East line of Hollywood Avenue (50' Wide); thence South 00°03'18" West a distance of 70.05 feet to the North line of Kennett Road (60' wide); thence along said North line, South 59°45'07" East a distance of 583.19 feet; thence North 30°17'13" East a distance of 134.68 feet; thence South 59°45'03" East a distance of 18.00 feet; thence South 01°24'46" East a distance of 4.19 feet; thence South 86°58'39" East a distance of 76.92 feet to said West line of Baldwin Avenue; thence following said West line, North 01°24'46" West a distance of 230.15 feet to the Point of Beginning.

Portion of Tax Parcel Identification Number 14-17-130-018

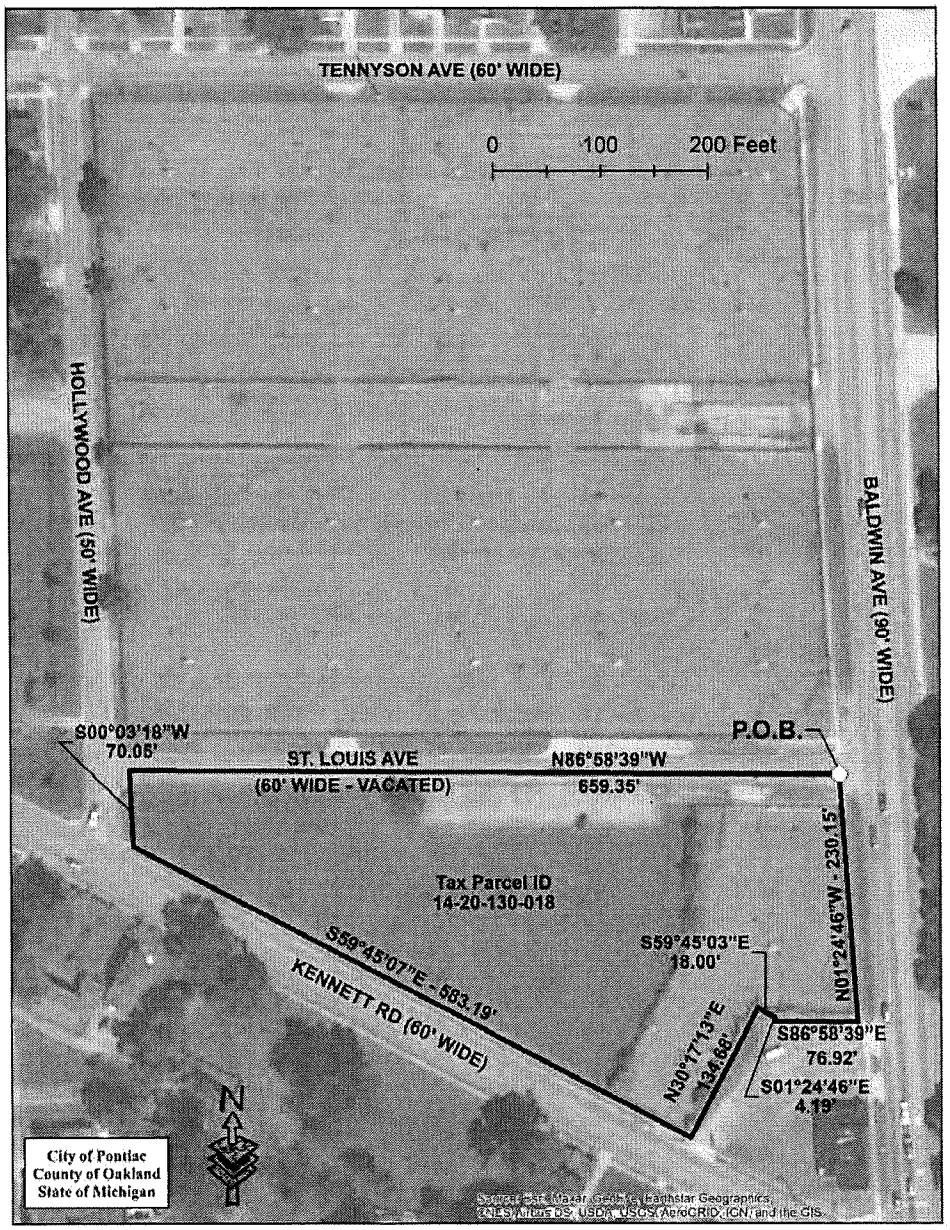

TENNYSON AVE (60' WIDE)
0 100 200 Feet
HOLLYWOOD AVE (50' WIDE)
BALDWIN AVE (90' WIDE)
S00°03'18"W
70.05'
ST. LOUIS AVE
(60' WIDE - VACATED)
N86°58'39"W
659.35'
P.O.B.
N01°24'46"W - 230.15'
Tax Parcel ID
14-20-130-018
S59°45'03"E
18.00'
S59°45'07"E - 583.19'
KENNETT RD (60' WIDE)
N30°17'13"E
134.66'
S86°58'39"E
76.92'
S01°24'46"E
4.19'
N
City of Pontiac
County of Oakland
State of Michigan

EXHIBIT C

Legal Descriptions & Depictions of
Area to be Conveyed to the City of Pontiac

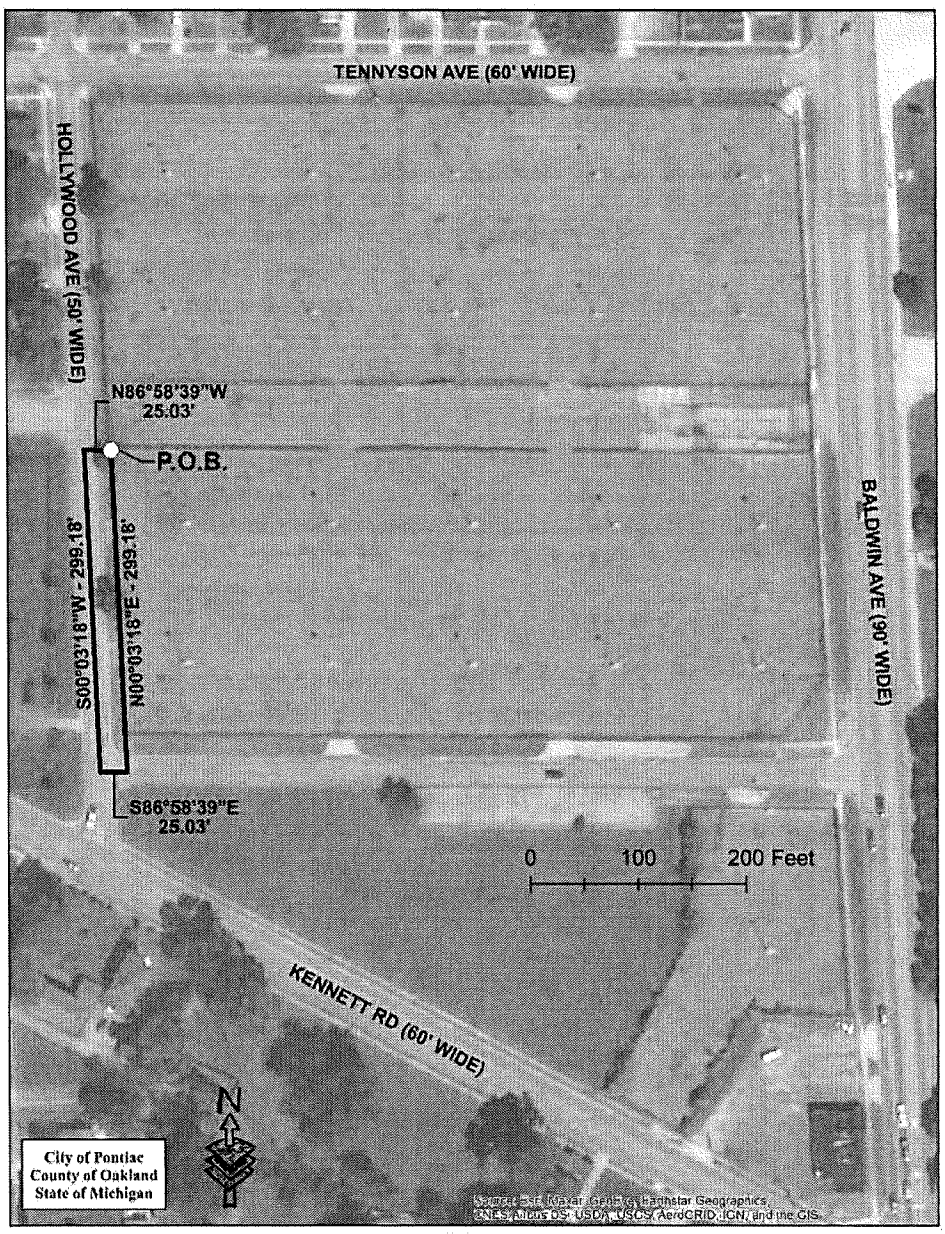
Land situated in Township 3 North, Range 10 East, Sections 17 and 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Commencing at the intersection of the South line of West Tennyson Avenue (60' wide) and the East line of Hollywood Avenue (50' wide), said intersection also being the Northwest corner of Lot 202 of Buena Vista Heights Subdivision, as recorded in Liber 24, Page 27 of Plats, Oakland County Records; thence South 00°03'18" West a distance of 321.68 feet to the Point of Beginning; thence North 86°58'39" West a distance of 25.03 feet to the centerline of Hollywood Avenue (50' Wide); thence along said centerline, South 00°03'18" West a distance of 299.18 feet to the intersection of the centerline of vacated Hollywood Avenue and the centerline of vacated St. Louis Avenue (60' wide), extended; thence along said centerline of vacated St. Louis Avenue, South 86°58'39" East a distance of 25.03 feet; thence North 00°03'18" East a distance of 299.18 feet to the Point of Beginning.

The above-described area also being a portion of Hollywood Avenue vacated by City Council resolution on December 18, 1984, recorded in Liber 8989, Page 69, Oakland County Records.

Portion of Tax Parcel Identification Number 14-17-384-003

Containing 7,480 square feet of land, more or less.


TENNYSON AVE (60' WIDE)
HOLLYWOOD AVE (50' WIDE)
BALDWIN AVE (90' WIDE)
KENNETT RD (60' WIDE)
N86°58'39"W
25.03'
P.O.B.
S00°03'18"W - 299.18'
N00°03'18"E - 299.18'
S86°58'39"E
25.03'
0
100
200 Feet
N
City of Pontiac
County of Oakland
State of Michigan
Sources: Esri, Maxar, Geoeye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS

And also,

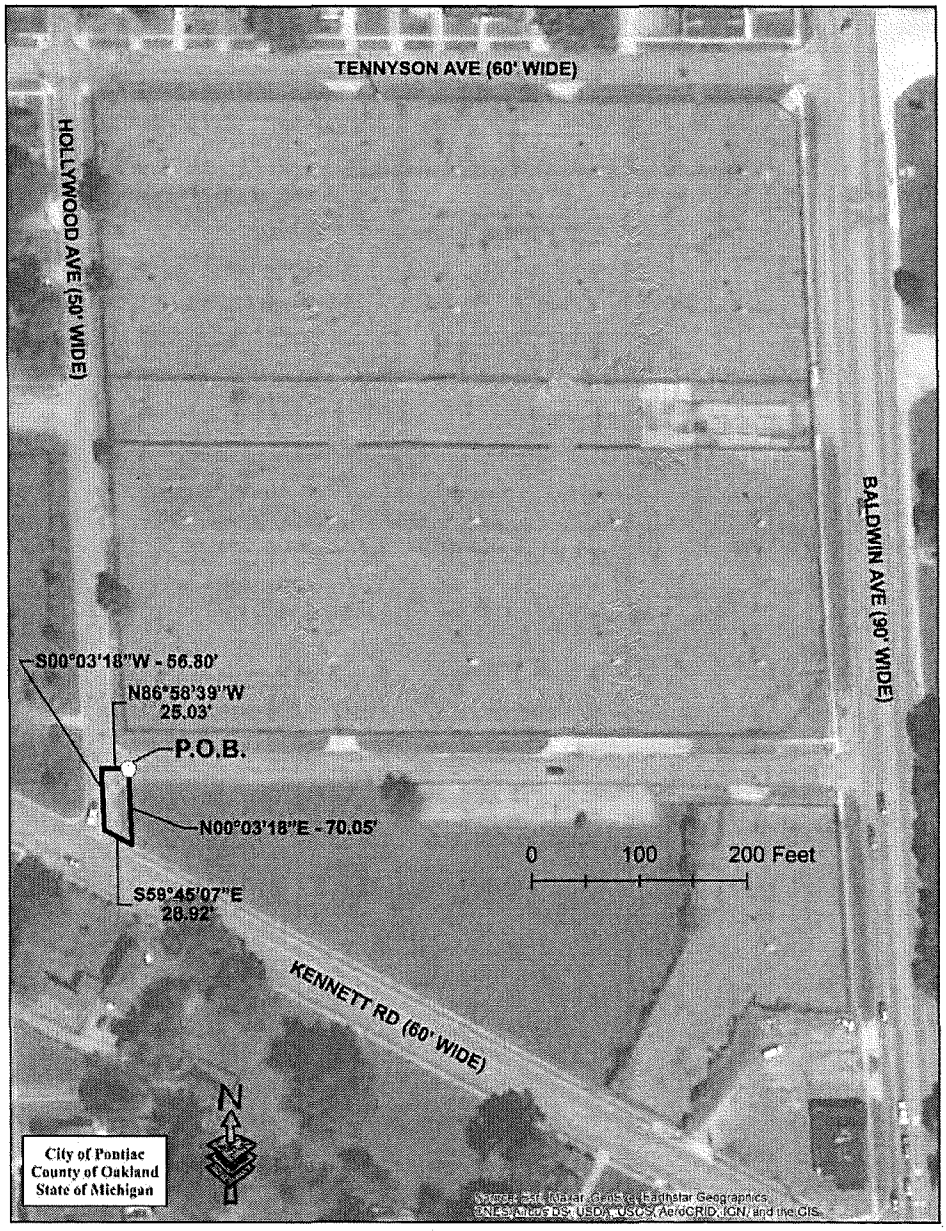
Land situated in Township 3 North, Range 10 East, Section 20, in the City of Pontiac, County of Oakland, State of Michigan, and more particularly described as follows:

Commencing at intersection of the West line of Baldwin Avenue (90' wide) and the centerline of vacated St. Louis Avenue (60' wide); thence along said centerline, North 86°58'39" West a distance of 659.35 feet to the intersection of said centerline and the East line of Hollywood Avenue (50' Wide), said intersection also being the Point of Beginning; thence continuing along said centerline, extended, North 86°58'39" West a distance of 25.03 feet; thence along the centerline of Hollywood Avenue, South 00°03'18" West a distance of 56.80 feet to the North line of Kennett Road (60' wide); thence along said North line, South 59°45'07" East a distance of 28.92 feet; thence North 00°03'18" East a distance of 70.05 feet to the Point of Beginning.

The above-described area also being a portion of Hollywood Avenue vacated by City Council resolution on December 18, 1984, recorded in Liber 8989, Page 69, Oakland County Records.

Portion of Tax Parcel Identification Number 14-17-130-018

Containing 1,586 square feet of land, more or less.


TENNYSON AVE (60' WIDE)
HOLLYWOOD AVE (50' WIDE)
BALDWIN AVE (90' WIDE)
S00°03'18"W - 56.80'
N86°58'39"W
25.03'
P.O.B.
N00°03'18"E - 70.05'
S59°45'07"E
28.92'
0
100
200 Feet
KENNETT RD (60' WIDE)
N
City of Pontiac
County of Oakland
State of Michigan

#19

RESOLUTION

CITY OF PONTIAC
Department of Building Safety & Planning
PLANNING DIVISION
47450 Woodward Ave | PONTIAC, MICHIGAN 48342
TELEPHONE: 248.758.2800

Mayor Deirdre Waterman

TO: **HONORABLE MAYOR WATERMAN. COUNCIL PRESIDENT WILLIAMS & PONTIAC CITY COUNCIL**

FROM: **VERN GUSTAFSSON, PLANNING MANAGER**

SUBJECT: **ZMA 21-03** **ZONING MAP AMENDMENT**
COMMUNITY HOUSING NETWORK
25 S. SANFORD | PIN 64-14-28-455-001
R-1 ONE FAMILY DWELLING TO R-3 MULTIPLE FAMILY DWELLING

DATE: **SEPTEMBER 13, 2021**

The City of Pontiac is in receipt of application ZMA 21-03 for a Zoning Map Amendment [rezoning] Parcel Number 64-14-28-455-001. The 5.2 acre parcel is on the east side of S Sanford, between E Pike Street and Chandler Street. The applicant, Community Housing Network requests a rezoning from R-1 One Family Dwelling to R-3 Multiple Family Dwelling. At the September 8, 2021 meeting of the Planning Commission, they recommended approval of this request to the Pontiac City Council.

Community Housing Network expects to demolish the former school and redevelop into 76 townhome units with one, two or three bedrooms. The units will front the residential streets with off-street parking, playground and a community center to serve the residents and the surrounding community all located in the center of the site. The current school structure has long been vacant and blighted. The applicant looks to redevelop the site into a useful and revenue producing property and redevelopment of the site could be a catalyst for needed neighborhood development/redevelopment.

The rezoning would ensure that the proposed multiple family use is properly zoned. In accordance with Section 6.802 of the City Zoning Ordinance, the request for Zoning Map Amendment requires a technical review, Public Hearing, recommendation by the Planning Commission, and a final decision by City Council.

Summary

1. The applicant requests rezoning the subject site from R-1 One Family Residential to R-3 Multiple Family Residential.
2. The Master Plan identifies the subject site as Civic/Public Use.
3. The subject property is compatible with R-3 standards.
4. All future development must comply with City; codes, ordinances and procedures.

Existing Land Use Patterns
The subject site is located on a single parcel and has frontage and access on all four sides from S Sanford, E Pike Street, Chandler Street and S Francis Avenue. The surrounding area to the north, east, south and west is predominately one-family and two-family dwellings.

Master Plan
The City of Pontiac updated the City's Master Plan in 2014. The subject site is designated as Civic/Public Uses, Future Land Use category in the Master Plan. In this current economic climate when the school district moved to consolidate, streamline, and disposed of property; the site now becomes an ideal opportunity to redevelop for new residents.

Existing Zoning Pattern
Properties surrounding S Sanford is predominantly zoned R-1 One Family Dwelling. On the north side of E Pike Street is zoned C-1 Local Business and R-1.

Rezoning Criteria
The Pontiac City Council must consider any of the following criteria [section 6.804] that apply to the rezoning application in making findings, recommendations, and a decision to amend the Official Zoning Map [Section 6.804]. Additionally, the section also stipulates that the Pontiac City Council may also consider other factors that are applicable to the application, but are not listed among the ten criteria. To assist in the evaluation of these and other criteria, we offer the following findings of fact for your consideration.

Section 6.804 provides review criteria for the Pontiac City Council to utilize in making its findings, recommendations, and formulating a decision. The *ten stated criteria* are listed below with our findings:

1. *Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.*
   As described in the Master Plan, this project is consistent with the goals, policies, and objectives of the City's Master Plan and with current redevelopment trends in urban cities.

2. *Compatibility of the site's physical, geological, hydrological and other environmental features with the uses permitted in the proposed zoning district.*
   The former school site was developed years ago, so it's geological, hydrological, and other environmental features are no longer present on the site.

3. *Evidence the applicant cannot receive a reasonable return on investment through developing the property with one (1) or more of the uses permitted under the current zoning.*
   The applicant did not provide evidence that they could develop the 5.2 acre parcel for a single family subdivision. It is clear that demolition, development and construction costs will not provide a reasonable return on investment.

4. *Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.*

   The development of new townhomes is compatible with uses allowed within the R-3 zoning district and will not negatively impact neighborhood density, traffic or property values.

5. *The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the City.*

   The City's utilities and services will be sufficient to accommodate the proposed 76 townhome units without compromising the City's health, safety, and welfare.

6. *The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.*

   E Pike Street and S Sanford are City Major Roads. The proposed development will not impact the ability of these roads and other adjoining local roads to handle potential traffic.

7. *The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.*

   The boundaries of the rezoning are reasonable in relationship to surroundings and zoning district dimensional requirements.

8. *If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.*

   With all the previous findings of fact, the boundaries of the proposed R-3 zoning district are reasonable from the City's perspective and comply with the vision found in the City's Master Plan.

9. *If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.*

   As currently required in the Zoning Ordinance, it would be inappropriate to amend the zoning text for R-1 One Family Dwelling district with its primary goal to improve single family residential neighborhoods to allow multiple family buildings within the zoning district.

10. *The requested rezoning will not create an isolated or incompatible zone in the neighborhood.*

    The proposed rezoning does not create an incompatible zone within the residential neighborhoods.

ZMA 21-03 – Zoning Map Amendment
Parcel No: 64-14-28-455-001

Resolution

Whereas, The City has received an application for a Zoning Map Amendment at 25 S Sanford identified as PIN 64-14-28-455-001 from Community Housing Network for the rezoning of the aforementioned parcel; and

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

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

Whereas, In accordance with the procedures outlined in the Zoning Ordinance, Sections 6.802 as it relates to Zoning Map Amendments, the request has undergone the required: Technical Review, Public Hearing, and Planning Commission Recommendation; and

Whereas, On September 8, 2021, a Public Hearing was held, and in consideration of public opinion, the Planning Commission recommends City Council to approve the Zoning Map Amendment request for 25 S Sanford, approving the change from the current R-1 One Family Dwelling zoning district to R-3 Multiple Family Dwelling zoning district; and

Now Therefore, Be It Resolved, That the City Council for the City of Pontiac approve the Planning Commission recommendation for the Zoning Map Amendment (ZMA 21-03) request for 25 S Sanford, also known as Parcel No. 64-14-28-455-001 to amend the zoning from R-1 One Family Dwelling to R-3 Multiple Family Dwelling zoning district.

Application for Zoning Map Amendment

City of Pontiac
Office of Land Use and Strategic Planning
47450 Woodward Ave, Pontiac, MI 48342
T: 248.758.2800 F: 248.758.2827

Property/Project Address: 25 S. Sanford St.

Sidwell Number: 14-28-455-001

Date: July 12, 2021

Office Use Only
PF Number:

Instructions: Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least **30 days** prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	Community Housing Network		
Address	5505 Corporate Dr, Suite 300		
City	Troy		
State	MI		
ZIP Code	48098		
Telephone	Main: 248-928-0111	Cell: 734-812-8960	Fax: 248-928-0122
E-Mail	cjfelton@chninc.net		

Project and Property Information

Name of Proposed Development: Community Housing Network Perdue Development

The subject property is location at 25 S. Sanford St. on the N / S / E / W side of E side of Sanford St between Pike St. and Chandler St.

The property is zoned: R1

Proposed Zoning District: R3

It is proposed that the property will be used as: Residential Housing

The subject property is legally described as follows (include sidwell numbers):

T3N, R10E, SEC 28 ARDMORE AN ADDITION LOT 67 TO 86 INCL & VAC ALLEY ADJ ALSO CITIZENS DEV. COS ADD, LOTS 197 TO 210 INCL & LOTS 222 TO 226 INCL, & VAC POR OF ARDMORE ST LYING ADJACENT.. Sidwell # 14-28-455-001

Property Owner Information

Name	City of Pontiac		
Address	7450 Woodward Avenue		
City	Pontiac		
State	MI		
ZIP Code	48342		
Telephone	Main: 248-758-2800	Cell:	Fax: 248-758-2827
E-Mail			

Are you the _____ Owner _____ Agent/rep. of the owner X Other Proposed purchaser

The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

Approximately 76 units of one-, two- and three-bedroom rental townhome units on the site of the current Perdue School.
Plans include the demolition of the existing school building with all housing units being new construction.
A large community building will also be built on the site to serve the resdients and the surrounding community.
The current proposed site plan concept is attached.

Sate the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

The current school building has long been vacant and blighted, and approving the amendment will redevelop the site into a useful and revenue producing property. There is no anticipated impact on the redevelopment that will be detrimental to the public welfare and/or property rights of other prople located in the vicinyt of the site, as the site is bounded by city streets on all four sides and does not directly adjoin any other proerties. Redevelopment of the site can also be a catalyst for additional redevelopment of other vacant and blighted properties.

C.J. Felton

Signature of Owner **Signature of Applicant**

State of Michigan
County of Oakland

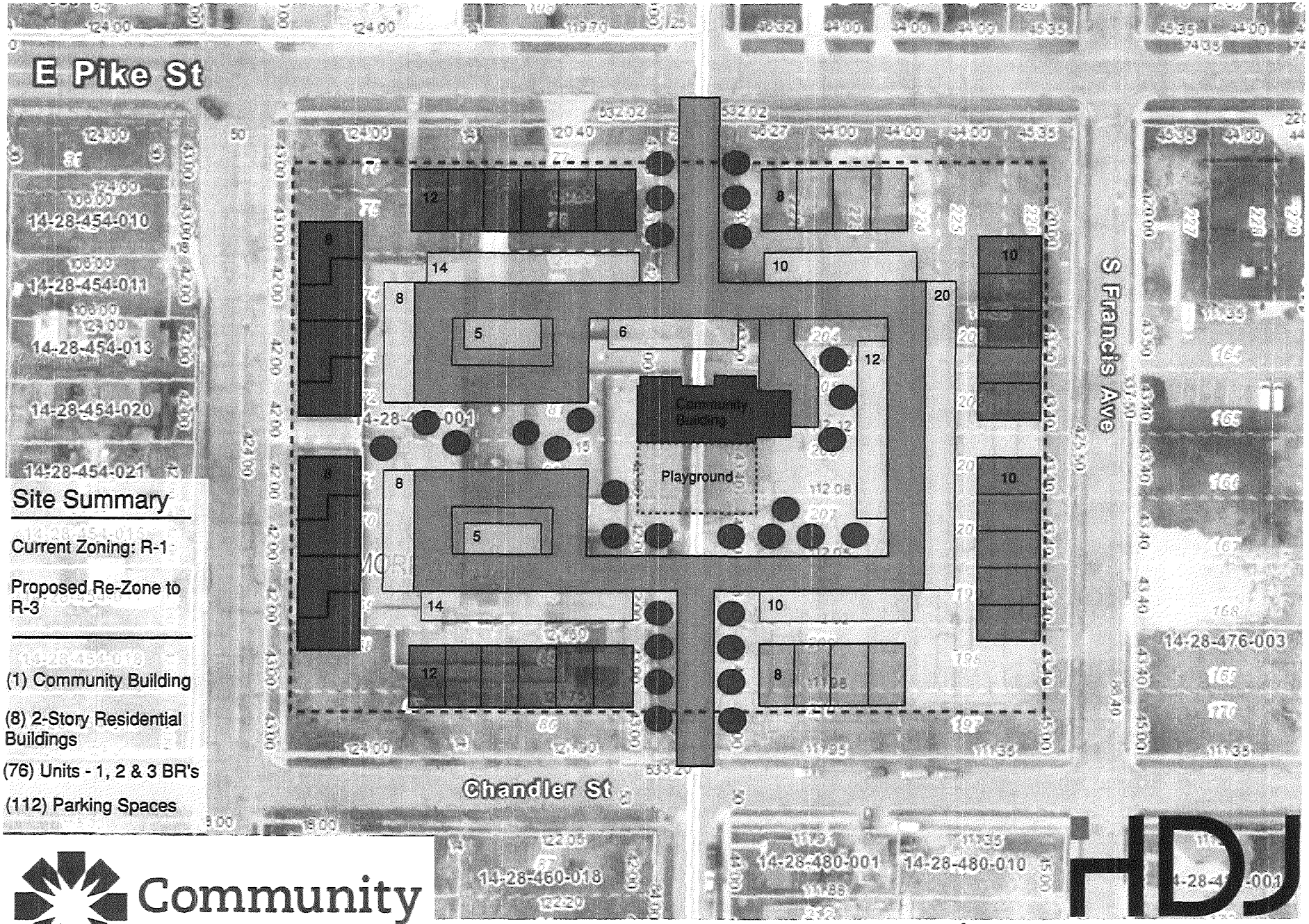
On this 12th day of July, A.D., 2021, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

T S Mucci

Notary Public, Oakland County, Michigan
My Commission Expires: 10/24/24

T. S. MUCCI
Notary Public, State of Michigan
County of Oakland
My Commission Expires Oct. 24, 2024
Acting in the County of Oakland

July 12, 2021



Site Summary

Current Zoning: R-1

Proposed Re-Zone to R-3

(1) Community Building

(8) 2-Story Residential Buildings

(76) Units - 1, 2 & 3 BR's

(112) Parking Spaces

Community HOUSING NETWORK
Opening Doors • Transforming Lives.

PROPOSED SITE PLAN

Hooker DeJong Inc
ARCHITECTS • ENGINEERS • PLANNERS