

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President
William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

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.
City Clerk

4th Session of the 11th Council

January 25, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

January 18, 2022 Meeting Minutes

Special Presentation

Pontiac Promise Zone Opportunities for Pontiac Residents

Presentation Presenter: Coco Moulder, Executive Director, Pontiac Promise Zone

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Closed Session

City Attorney

1. The City Attorney requests a closed session pursuant to MCL 15.268(1)(e) to discuss trial or settlement strategy in pending litigation *Deon Hankins v City of Pontiac*, Case No. 2021-186901-NO. (*Discussion and Action*)

Resolutions

Building and Safety

2. Resolution to Consider Approval of Demolition Services Contract for CDBG Batch 17 Demolition Properties – International Construction, Inc. (*Discussion*)

City Council

3. Resolution Calling for Barrier Along University Drive at Intersection with M-59 (*Discussion and Action*)

4. Resolution Concerning the Intersection of Woodward Avenue and South Boulevard (*Discussion and Action*)
5. Resolution on Approval of Pontiac City Council Code of Ethics (*Discussion*)

Information Technology

6. Resolution to Approve Purchase of Microsoft 365 Solution and Associated Costs (*Discussion and Action*)

Public Comment (Three Minutes Time Limit)

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

Consent Agenda

MINUTES

**Official Proceedings
Pontiac City Council
3rd Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, January 18, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Moment of Silence

Pledge of Allegiance

Roll Call

Members Present – William A. Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington. There was discussion on the motion.

Motion to add a Special Presentation after approval of the consent agenda from the Waterford Regional Fire Department. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Then the vote was taken to approve the agenda with amendments.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

Consent Agenda

22-24 **Resolution to approve the consent agenda for January 18, 2022.** Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City Council has reviewed the consent agenda for January 18, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for January 18, 2022 including the January 11, 2022 Meeting Minutes.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Resolution Passed.

Suspend the Rules

Motion to suspend the rules for Invocation. Moved by Councilperson Nicholson and second by Councilperson Carrington.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Invocation- Rabbi Levy Dubor, Bloomfield Hills Chabad

Special Presentation – Waterford Regional Fire Department

Recognition of Elected Officials – None

Agenda Address – None during the normal agenda address period.

Agenda Items

City Council

22-25

Resolution Supporting Webster School National Historic Designation. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City of Pontiac, Michigan has through the centuries been home to many noteworthy structures with various residential, commercial, industrial, and civic purposes;
Whereas, many Pontiac civic structures, including school buildings, have been architecturally and culturally significant landmarks for past and present City residents that enhance our quality of life;
Whereas Elmer R. Webster School located at 640 West Huron Street in Pontiac was constructed in 1920 and 1921 by the School District of the City of Pontiac as an aesthetically stunning structure that incorporated many educational design innovations and has been prominent in our City for a century;
Whereas among other noteworthy historical contributions, Webster School is one of the few remaining sites that were a focus of the successful federal lawsuit filed against the School District to rectify decades of administrative racial segregation of both schoolchildren and staff members, and the ensuing nationally significant policies employed to integrate students of this school and surrounding schools;
Whereas many beloved significant buildings in our City have been demolished through the decades and since its closure in 2006 Webster School has been vacant, damaged, vulnerable, sold by the School District, had ownership change multiple times, and is now held by the Micah 6 Community nonprofit organization that is working to redevelop the site into the Webster Community Center;
Whereas Hopkins Burns Design Studio has conducted thorough, research on Webster School and has nominated the site to the National Register of Historic Places, which is the official list of places worthy of historic preservation in the United States through the National Park Service;
Whereas the Michigan State Historic Preservation Review Board will be considering nine sites throughout the state that have been nominated for addition to the National Register of Historic Places, including the Webster School nomination, at their January 2022 Board Meeting;
Therefore, Be It Resolved, the Pontiac City Council strongly affirms that the Elmer R. Webster School is a site of local, state, and national historical significance worthy of preservation; and further Resolved, the City Council advocates for the Michigan State Historic Preservation Review Board to favorably consider Webster School's nomination to the National Register of Historic Places; and further Resolved, the City Council encourages our City to consider the substantial value to our quality of life and economic development potential when we proactively preserve our noteworthy sites; and further Resolved, the City Council requests that the organizations pursuing renovation of the Webster School structure and its repurposing as the Webster Community Center shares updates with the City on their progress of this challenging, worthwhile endeavor.

Ayes: Parker, Rutherford, Carrington, Goodman, James and McGuinness
No: None
Abstain: Nicholson
Resolution Passed

22-26 Resolution Calling for Consideration of Expanded Recycling Opportunities for Citizens. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas the City of Pontiac, Michigan strives to provide multiple services available to Pontiac residents to improve their quality of life and to facilitate cleaner Pontiac neighborhoods;
Whereas the City contracts with service providers and governmental agencies for various sanitation, recycling, hazardous waste removal, and other environmental needs;
Whereas, through those contracted services, Pontiac residents are afforded the ongoing opportunity to drop off their recyclable materials every weekend at the Pontiac City Hall parking lot;
Whereas in past years the one large recycling receptacle placed at the City Hall parking lot would very quickly be filled with residents' recyclable material, severely limiting the number of residents who were able to utilize that drop off recycling service;
Whereas within the past two years it has been expanded to two large recycling receptacles placed at the City Hall parking lot each weekend, which was a very helpful accommodation for residents, though those two receptacles are also often fully utilized even with that ongoing service rarely being communicated to the City's residents;
Whereas Pontiac's contracted services in recent years have also included other subscription or complimentary recycling options for Pontiac residents in recent years, the offering of which was determined in large part by the financial resources of our municipal government; now, therefore be it Resolved, the Pontiac City Council calls for the consideration by the City of Pontiac's new Mayor and Administration for future expanded recycling opportunities for Pontiac residents as the municipal government's financial resources allow; and further
Resolved, the City Council encourages the new Mayor and Administration to consider the short-term possibility of increasing the number of recycling receptacles at the City Hall parking lot or other strategic locations in our City, depending on the cost implications with the contracted service provider and the logistical considerations of site locations; and further
Resolved, the City Council requests from the new Mayor and Administration that the status of current recycling opportunities be verified, that they be updated on the City's website to reflect the current status, and that they be communicated more broadly throughout the year with Pontiac residents.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker
No: None
Resolution Passed

22-27 Resolution Encouraging Coordinated Community Cleanups. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City of Pontiac, Michigan recognizes that the quality of life of our residents is dramatically improved when we have cleaner Pontiac neighborhoods and cleaner Pontiac parks;
Whereas, the City contacts with service providers and governmental agencies for various sanitation, recycling, hazardous waste removal, and other environmental needs, and is still overcoming systemic municipal finance limitations to deliver the maintenance and enhancement of our public parks and other public spaces that we desire to provide for our residents;
Whereas, through the initiative of dedicated residents, business owners, nonprofit organizations, congregations, fraternities, sororities, students, and many others, many of our City's public space have been cared for and cleaned throughout the year;

Whereas, in recent years multiple community cleanups often are concentrated in the months of April and May each year, and have been able to garner continued volunteer support;

Whereas, there is an emerging effort by community organizations to strategically coordinate cleanup activities, including by the Friends of Pontiac Parks and the Pontiac Collective Impact Partnership;

Whereas, we can make a more pronounced, positive impact when we coordinate our volunteer efforts as a community; now, therefore be it

Resolved, the Pontiac City Council encourages interested Pontiac residents, business owners, nonprofit organizations, congregations, fraternities, sororities, students, elected officials, and the City of Pontiac municipal government to begin planning for coordinated cleanup efforts this April and May, as well as throughout the entire year; and further

Resolved, the Council commits to partner with community organizations interested in coordinating cleanup efforts in our parks, in our neighborhoods, and along our corridors; and further

Resolved, the Council requests that interested residents and organizations express their interest in participating in coordinated cleanups to our City Council offices; and further

Resolved, the Council requests the new Mayor and Administration assess the municipal resources or services that can be made available to bolster these coordinated community cleanup efforts; and further

Resolved, the Pontiac City Council celebrates the commitment, dedication, creativity, and generosity of the Pontiac residents who have voluntarily labored to clean our City's parks and neighborhoods.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Resolution Passed

22-28 Resolution to Approve the Appointment of Councilman Williams Parker, Jr. as City Council Representation to the Pontiac General Employee's Retirement System Board. Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, the Pontiac City Council selects a Member of its Council to serve as a Trustee on the City of Pontiac General Employees' Retirement System and the City of Pontiac Reestablished General Employees' Retirement System Board of Trustees; and,

WHEREAS, then-Councilwoman Patrice Waterman served as a GERS Board Trustee on behalf of the Pontiac City Council during her tenure in previous sessions of the City Council, but her term on the Pontiac City Council has now ended; and,

WHEREAS, the current Pontiac City Council is committed to continuing the active participation and hard work demonstrated by former Councilwoman Waterman on the GERS Board.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council designates Pontiac City Councilman William Parker, Jr. to serve as a Trustee on the City of Pontiac General Employees' Retirement System Board of Trustees and the City of Pontiac Reestablished General Employees' Retirement System Board of Trustees; and further,

RESOLVED, we acknowledge the effective service of the Honorable Patrice Waterman on behalf of previous Pontiac City Council sessions on the City of Pontiac GERS Board.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Resolution Passed

22-29 Resolution to Approve the Appointments of Linda Watson, Elizabeth Peete, Mattie Lasseigne, and Alternate Elick Shorter to the Board of Review. Moved by Councilperson Rutherford and second by Councilperson Carrington.

WHEREAS, section 5.402 of the Pontiac City Charter requires the City Council to appoint three electors of the City, annually, to the Board of Review before that Board's first meeting; and,
WHEREAS, in addition to the charter requirement of being an elector, all members of the Board of Review must attend and receive training prior to attending the first meeting; and,
WHEREAS, Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate Elick Shorter have effectively served on the Board of Review and are generously willing to continue their service to the City of Pontiac.
NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pontiac City Council appoints Linda D. Watson, Elizabeth Peete, Mattie Lasseigne and alternate, Elick Shorter, to serve as members to the Board of Review.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Department of Public Works (DPW)

22-18b **Resolution to approve the 2022 NoHaz Interlocal Agreement.** Moved by Nicholson and second by Councilperson Carrington. (This resolution was deferred for one week at the January 11, 2022 Council Meeting.)

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Planning and Local Business Development Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That our community, City of Pontiac, hereby approves the attached NoHaz Interlocal Agreement and authorizes its signature, and

Be it Further Resolved: That we will not charge residents to participate in NoHaz events in 2022, and

Be it Further Resolved: That we hereby appoint Al Cooley III as our official representative to the NoHaz Advisory Board, to work with the Oakland County Planning and Local Business Development Division as needed to plan the NoHaz program for 2022.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City of Pontiac Council, at a regular meeting held on January 11 2022.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Resolution Passed

Finance

22-19b **Resolution to approve a One Year Contract Extension with the Waterford Regional Fire Department.** Moved by Councilperson Carrington and second by Councilperson Rutherford.
(This resolution was deferred for one week at the January 11, 2022 Council Meeting.)

WHEREAS, the City of Pontiac and the Charter Township of Waterford are currently in a ten-year Agreement for the provision of fire and medical response services by the Township to the City; and WHEREAS, that agreement expires February 1, 2022; and WHEREAS, the City and Township would like to extend that Agreement for one year to permit the parties to conduct feasibility studies for a long-term partnership or to explore alternatives; and WHEREAS, the proposed one-year extension maintains the terms and conditions of the current Agreement but otherwise includes a three-percent price escalator; NOW, THEREFORE, the City Council approves the one-year extension of the Agreement with the Charter Township of Waterford for the provision of fire and medical response services and further approves the companion Addendum Agreement as attached hereto, and further authorizes the Mayor to execute said Addendum Agreement on behalf of the City.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Motion to suspend the rules to allow for agenda address on item #8. (Resolution to approve Amendment No. 2 of the City of Pontiac Declaratory Trust Agreement.) Moved by Councilperson Nicholson and second by Councilperson Goodman.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Motion Carried

Agenda Address on Item 8- Linda Watson

22-30 **Resolution to approve Amendment No. 2 of the City of Pontiac Declaratory Trust Agreement.** Moved by Councilperson Parker and second by Councilperson Rutherford.

WHEREAS, the City Council for the City of Pontiac is in receipt of a Memorandum from the City of Pontiac VEBA Trust requesting concurrence in proposed Amendment No. 2 to the City of Pontiac VEBA Declaratory Trust Agreement ("VEBA Trust");

WHEREAS, The Open Meetings Act, MCL 15.265 requires a public notice stating the date, time, and place of rescheduled regular or special meetings to be posted at least 18 hours before the meeting;

WHEREAS, At present, the City of Pontiac VEBA Declaratory Trust Agreement (VEBA Trust) allows special meetings of the Trustees to be called by the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Specifically, Section 4.10 of the VEBA Trust states:

4.10. Meetings. The Trustees shall meet at least once quarterly. The Trustees shall determine the time for the regular meetings of the Trustees and the place or places where such meetings shall be held. The Secretary of the Trustees or his designee, shall be responsible for giving notice of the time and place of such meetings to the other Trustees. Notice of such regular meeting shall be provided to the Trustees at least ten (10) days prior to the scheduled meeting. Special meetings of the Trustees may be held at the call of the Chairperson, the Secretary, or any two Trustees upon five days written notice to each Trustee. Special meetings of the Trustees may also be held at any time, without notice, if all Trustees consent in writing thereto. Notice of all meetings of the

Trustees, both regular and special, shall be given to the City and City of Pontiac Retired Employees Association. All meetings of the Trust shall be held subject to the provisions of the Michigan Open Meetings Act, if and to the extent so required.

WHEREAS, Amendments to the VEBA Trust require approval by CPREA and the City and an unanimous vote of the seven VEBA Trustees, concurred to by Pontiac City Council;

WHEREAS, The City of Pontiac VEBA Trustees unanimously resolved at their December 15, 2021 meeting to amend the VEBA Trust to shorten the minimum notice period for special meetings. The City and CPREA subsequently approved same. The rationale for the Amendment is based on the anticipation that there may be issues related to eligibility, transfer of assets, or implementation of retiree health care benefits that will require timely deliberation and decision making. Thus, there is good cause for shortening the minimum notice requirement for calling a special meeting of the City of Pontiac VEBA Trust; and

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby approves proposed Amendment No. 2 to the City of Pontiac Declaratory Trust Agreement, effective December 28, 2021, attached hereto, to shorten the minimum notice period for City of Pontiac VEBA Trust special meetings and to maintain compliance with Michigan's Open Meetings Act (MCL 15.265).

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Resolution Passed

Information Technology (I.T.)

20-31

Resolution to approve Purchase of Microsoft 365 Solution and Associated Costs.

Moved by Councilperson Rutherford and second by Councilperson Parker. There was discussion on the motion.

Motion to postpone Resolution to approve Purchase of Microsoft 365 Solution and Associated Costs for one week. Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Motion Carried

Public Comment

Fifth teen individuals addressed the body during public comment

1. Robert Bass
2. Lloyd Gary
3. Chuck Johnson
4. Blair McGowan
5. Quincy Stewart
6. Kenny Anderson
7. Melissa Spearing and Aaron Gatson
8. Darlene Clark
9. Linda Watson
10. Marcus Bowen
11. Antrice Caldwell
12. Pastor Matlock
13. Sonya May
14. James Sabich
15. Brenda Causey-Mitchell

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Clerk Doyle, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, President Pro-Tem Carrington and Council President McGuinness made closing comments.

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Parker and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 8:59 p.m.

Garland S. Doyle
City Clerk

#1

**CLOSED
SESSION**



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Anthony Chubb, City Attorney

DATE: January 20, 2022

RE: **City Attorney requests a closed session pursuant to MCL 15.268(1)(e) to discuss trial or settlement strategy in pending litigation *Deon Hankins vs. City of Pontiac*, Case No. 2021-186901-NO.**

The City Council hereby resolves to enter into a closed session under the authority of Section 8(1)(e), to consult with the city's defense counsel regarding trial or settlement strategy in specific pending litigation, Deon Hawkins vs. City of Pontiac, Case No. 2021-186901-NO, as an open meeting would have detrimental financial effect on the litigating or settlement position of the city.

Pontiac City Council Resolution



Whereas, the Michigan Open Meetings Act allows a public body to go into closed session to discuss specific pending litigation; and

Whereas, the City Attorney and defense counsel wish to address the City Council on new activity in a pending matter;

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum pending litigation as permitted by the Open Meetings Act at MCL 15.268. The City Attorney and counsel of record request a closed session pursuant to MCL 15.268(e) to discuss the matter of Deon Hawkins vs. City of Pontiac, Case No. 2021-186901-NO..

#2

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President Michael McGuinness and City Council Members

FROM: Honorable Mayor Tim Greimel

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

DATE: January 25, 2022

RE: **Resolution to Consider Approval of Demolition Services Contract 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 2020. 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.

Requests for Proposals for Batch 17 were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BldNet, 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). The contract for asbestos remediation was approved for Rightway Remediation, LLC in the amount of \$93,300.

International Construction, Inc. is a company in good standing with the City of Pontiac since 2013. They had previously completed the demo work for CDBG Batches 14 and 15, and also assisted the contractor with completing Batch 13.

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 and International is the lowest bidder. Federal CDBG funds require awards be given to the qualified lowest bidder and International meets that criteria.

Resolution Following

**RESOLUTION TO CONSIDER THE APPROVAL OF DEMOLITION SERVICES
CONTRACT FOR CDBG BATCH 17 – INTERNATIONAL CONSTRUCTION, INC.**

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 2019 and 2020; 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, federal funders; i.e. require bids be awarded to the company who provides the lowest 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) Exhibit 1 - Request for Proposal*
- (2) Exhibit 2 - Bid Proposal Results*
- (3) Exhibit 3 - International Construction Bid Proposal*
- (4) Exhibit 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 significant 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 one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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

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

X. INCOME TAXES

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

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

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

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

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

APPENDIX A

City of Pontiac CDBG -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/AAAM0zXv7BNClNf045U0uU3la?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]

CDBG Demolition BID BATCH #17

(4 BIDS)

- * International Construction Company
5% Bid Bond provided
\$175,000.00
LOW BIDDER
- * 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

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	

CDBG Batch 17 List - Final updated 9.2.21

[illegible]



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

ORIGINAL COPY

BID AMOUNT ->

CITY OF PONTIAC

HOME DEMOLITION

BATCH 17

BID BOND ->

REQUESTS ->

To: City of Pontiac
Clerk's Office
47450 Woodward Avenue
Pontiac, MI 48342

Due: Thursday, August 26, 2021 @ 3:00PM Local Time

INTERNATIONAL CONSTRUCTION, INC.

APPENDIX A

City of Pontiac CDBG -Demolition Program

› CDBG Demolition Bid Batch 17 ‹

Bidding Contractor:Company Name: International Construction, Inc.Representative: Francesco MonacoAddress: 53618 Cherrywood Drive City: Shelby Township Zip: 48315Office #: 586.749.9895 Fax #: 586.749.9896Cell#: 810.523.0625 Email: Dirtdoctor2010@Yahoo.comLicense#: 2101207144

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

Asbestos Surveys Batch 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crgg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

Bid Price per Residential Property:

64-14-21-352-043

529 N Perry \$ 5530

Cost in Words for 529 N Perry Five Thousand Five Hundred Thirty

64-14-21-352-042

Lot N Perry \$ 3700

Cost in Words for Lot N Perry Three Thousand Seven Hundred

64-19-04-102-001

195 S Blvd W \$ 25,417

Cost in Words for 195 S Blvd W Twenty Five Thousand Four Hundred Seventeen

64-14-28-436-019

497 E Pike (Garage Only) \$ 1,200

Cost in Words 497 E Pike Twelve Hundred

64-14-30-477-010

68 Mark \$ 11,931

Cost in Words for 68 Mark Eleven Thousand Nine Hundred Thirty One

64-19-04-151-006

567 Franklin \$ 15,871

Cost in Words for 567 Franklin Fifteen Thousand Eight Hundred Seventy One

64-14-21-254-007

554 E Kennett \$ 6,781

Cost in Words for 554 E Kennett Six Thousand Seven Hundred Eighty One

64-14-21-331-016

124 Oliver \$ 8,592

Cost in Words for 124 Oliver Eight Thousand Five Hundred Ninety Two

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

778 University \$ 17,540

Cost in Words for 778 University Seventeen Thousand Five Hundred Forty

64-14-33-102-013

129 Judson \$ 10,643

Cost in Words for 129 Judson Ten Thousand Six Hundred Forty Three

64-19-04-134-016

200 Cedardale \$ 8,053

Cost in Words for 200 Cedardale Eight Thousand Fifty Three

64-14-20-452-011

79 Home \$ 7,536

Cost in Words for 79 Home Seven Thousand Five Hundred Thirty Six

64-14-28-459-035

415 Auburn \$ 19,061

Cost in Words for 415 Auburn Nineteen Thousand Sixty One

64-14-28-331-010

104 N Jessie \$ 7,460

Cost in Words for 104 N Jessie Seven Thousand Four Hundred Sixty

64-14-28-303-001

104 Union \$ 25,685

Cost in Words for 104 Union Twenty Five Thousand Six Hundred Eighty Five

Grand Total \$ 175,000.00

Grant Total Cost in Words One Hundred Seventy Five Thousand Dollars

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.

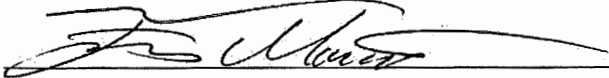
Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:

International Construction, Inc.

Representative Signature:

Date: 8/26/2021



Print Name:

Francesco Monaco

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: International Construction, Inc.

Address: 53618 Cherrywood Drive

Representative Signature: 

Print Name: Francesco Monaco

Title: General Manager Date: 8/26/2021

Office # 586.749.9895 Cell # 810.523.0625

FAX # 586.749.9896 Email Dirtdoctor2010@Yahoo.com

Website: _____ Federal Tax I.D. #: 38-2863979

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: 8/26/2021

Signature: 

Printed name: Francesco Monaco

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

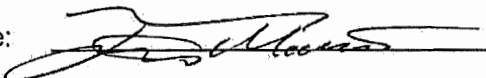
All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

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: International Construction, Inc.

Its: General Manager

Signature: 

Printed Name: Francesco Monaco

Date: 8/26/2021



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

Home Demolition **Bid Batch 17**

IV. REQUESTS

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

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

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

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

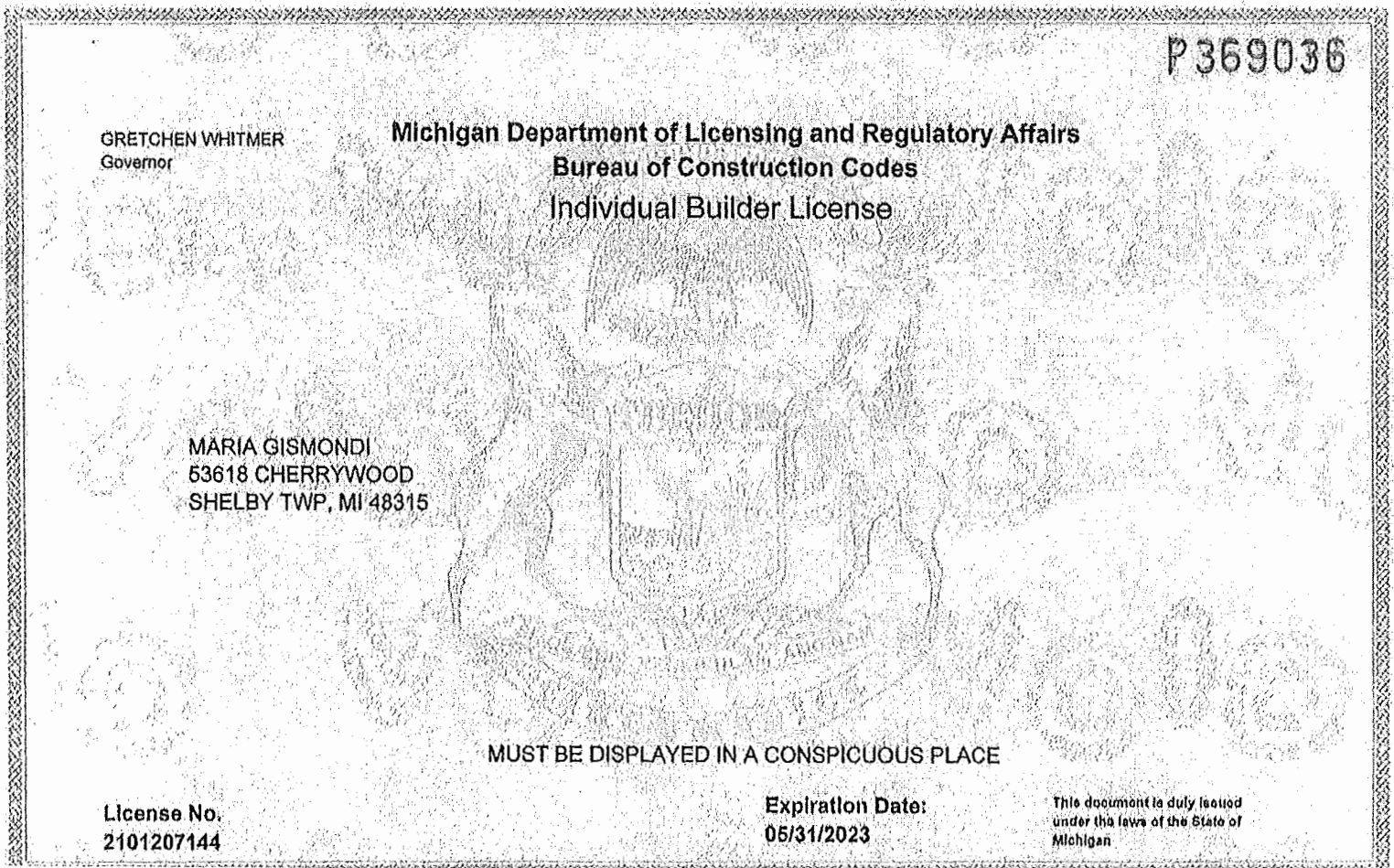
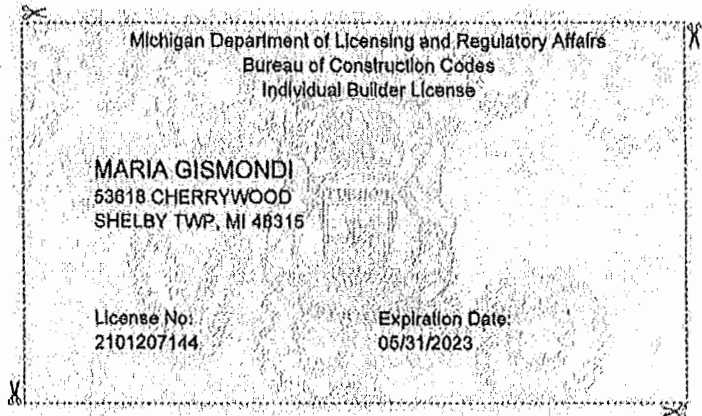
International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

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

Please see attached following this page

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing & Compliance Division
P.O. Box 30254
Lansing, MI 48909

MARIA GISMONDI
53618 CHERRYWOOD
SHELBY TWP, MI 48315



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

Please see attached following this page

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
remitting fees:

ANTONIO GIANNANDREA

Preparer's name and business
telephone number:

ANTONIO GIANNANDREA

(313) 244-1780

*ANTONIO GIANNANDREA
8831 INDEPENDENCE
STERLING HTS, MI 48078*

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/4 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (Make remittance payable to State of Michigan) \$35.00
12. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30064, 6546 Mercantile Way, Lansing, MI 48909, Telephone: (517) 334-8302

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION A SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received
EFFECTIVE DATE:	
CORPORATION IDENTIFICATION NUMBER	—

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read Information and Instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares	<i>N/A</i>	Par Value Per Share \$
Preferred Shares	<i>N/A</i>	Par Value Per Share \$

and/or shares without par value as follows:

2. Common Shares	<i>500,000</i>	Stated Value Per Share \$ <i>1.00</i>
Preferred Shares	<i>N/A</i>	Stated Value Per Share \$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36884 MINNINETEEN STERLING HTS , Michigan 48017
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

N/A , Michigan
(P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: ARMANDO LONDO

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name Residence or Business Address

ARMANDO LONDO 36884 MINNINETEEN STERLING HTS MI 48017

ROBERTA LONDO 33708 CALEDONIA STERLING HTS MI 48017

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{3}{4}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

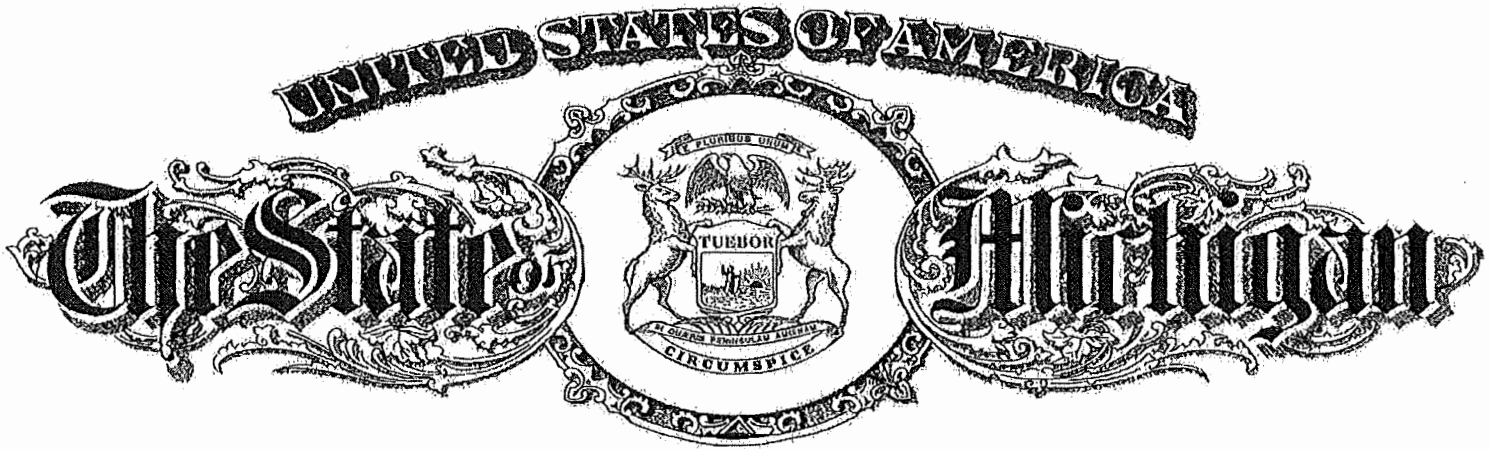
(We), the Incorporator(s) sign my (our) name(s) this 17th day of April, 1989.

x Paquillo Gimenez

x Armando Jango

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

Please see attached following this page



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

*was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 21080613906

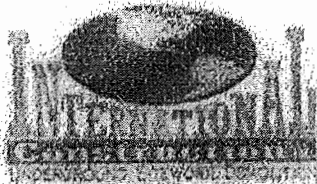
*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 26th day of August, 2021.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

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

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and/or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employee break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demoing the chimney (i.e. personal, equipment, etc.), that is not need in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if need will be cleaned (i.e. scraped and broom mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Pasquale Gismundi

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardecki: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade , over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

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

Pasquale Gismondi - President - 586-749-9895

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067		CONTACT NAME: Kerri Marsalese PHONE (A/C, No, Ext): 248-544-4800 E-MAIL: certs@mcnish.com ADDRESS: certs@mcnish.com		FAX (A/C, No): 248-544-4801
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Berkley Assurance Company		39462
		INSURER B: Westfield Insurance Co.		24112
		INSURER C: Navigators Specialty Insurance Company		36056
		INSURER D: CAM-Comp		98
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 645011193 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		VUMA0110364	3/20/2021	3/20/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP4509532	3/20/2021	3/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> N/A		CH20EXC870103IC	3/20/2021	3/20/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	EW0005394	1/1/2021	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

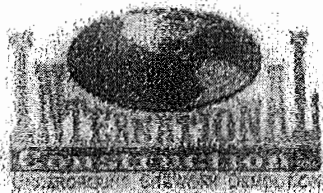
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Please see attached following this page.



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

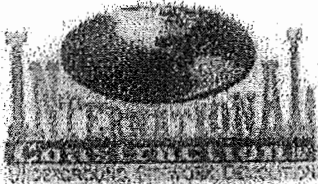
References

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetra.org
Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248) 758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office - 1(586)574-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weidner (CDBG)
Numbers: Office - 1(586)574-4686
Email: bweidner@cityofwarren.org

Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsml.net

Contract Amount:
Completion Date: On going
Type of Project: Demo of houses around city

Job Name: Gourmet House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsml.net
Contract Amount: \$55,350.00
Completion Date: 11-29-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft.

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mike Schefka
Numbers: Office - 586-779-7997
Fax - 586-445-5835
Email - mike.schefka@bartonmalow.com
Contract Amount: \$249,000.00
Completion Date: 3-15-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft.

Job Name: Holly Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Helm
Numbers: Office - 248-932-9100
Fax - 248-932-9106
Email - mhelm@garrisoncompany.com
Contract Amount: \$53,000.00
Completion Date: 8-28-11
Type of Project: Demolition of old dorm building - Total of 28,000 sq. ft.

COMPLETED PROJECTS CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Doug Underwood
Numbers: Office - 248-427-8400
Fax - 248-427-8401
Email - dunderwood@mccarthysmith.com
Contract Amount: \$284,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools --- Total of 134,000 sq. ft

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg Meyring
Numbers: Office - 734-324-4551
Fax - 734-324-4535
Email - engineering1@wyman.com
Contract Amount: \$77,464.20
Completion Date: 04/27/2012
Type of Project: Demolition of old police station --- 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Hajec
Numbers: Office - 317-749-7519
Contract Amount: \$59,830
Completion Date: 05/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Christianity and Lincoln Schools
Contracting Company: Monroe Public Schools
Contact Name: Mark Kohler
Numbers: Office - 734-242-6880
Fax - 734-242-6883
Email - mkohler@kohlerarchitects.net
Contract Amount: \$380,000
Completion Date: 09/15/2012
Type of Project: Demolition of 2 Schools --- 125,000sf

Job Name: Building Demolition of Metro Inn
Contracting Company: City of Dearborn
Contact Name: Rob Creamer
Numbers: Office - 313-943-2152
Email - rcreamers@ci.dearborn.mi.us
Contract Amount: \$194,980
Completion Date: 09/26/2012
Type of Project: Demolition of old motel --- 80,000sf

Job Name: School Demolition
Contracting Company: Redford School district
Contact Name: Mike Dennis
Numbers: Office - 313-387-2785
Contract Amount: \$135,349
Completion Date: 10/30/2012
Type of Project: Demolition of old School \$5,000sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhaven-Brownstown School District
Contact Name: Paul Theriault
Numbers: Office - 248-229-1884
Contract Amount: \$92,000.00
Completion Date: 8/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-0567
Contract Amount: \$109,960.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 48,000sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-758-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$178,825.00
Completion Date: 12/20/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21601 Hoover
Contracting Company: City of Warren
Contact Name: Craig Treppa
Numbers: Office - (586)-574-4639
Email: ctreppa@cityofwarren.org
Contract Amount: \$78,800.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Connolly
Numbers: Office - (313)463-5468
Email: jconnolly@waynemetra.org
Contract Amount: \$134,502.00
Completion Date: 10/13/2014
Type of Project: Demolition of 13 River Rouge & Ecorse

COMPLETED PROJECTS CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@lvonlapublicschools.org
Contract Amount: \$192,400.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sqf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@lvonlapublicschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Nonkin Mills Elementary 44,000sqf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Bradh Construction Group via Waterford Schools
Contact Name: Ken Mass
Numbers: Direct - (586) 899-7611
Email: kmass@braadcg.com
Contract Amount: \$329,900.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Dun, & Sandburg Elementary schools 115,000sqf

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

International Construction has no Litigation to describe that resulted from the firms services

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

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

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

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that WE INTERNATIONAL CONSTRUCTION, INC. 53618

Cherrywood Shelby Township, MI 48315

(Here Insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company, Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto City Of Pontiac 47450 Woodward, Pontiac, MI 48342

(Here Insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of 5.00% Att Bid

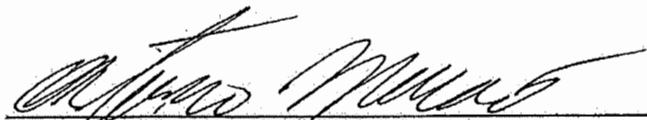
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Batch 17 Demolition & Grading
Various Locations in Pontiac

(Here Insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

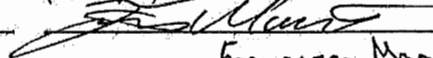
Signed and sealed this 26th day of August, 2021

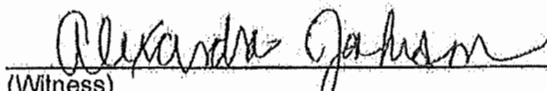

(Witness)

INTERNATIONAL CONSTRUCTION, INC.

(Principal)

(Seal)

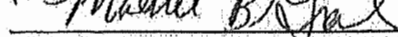

Francesco Monaco, General Manager


(Witness)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)


Michelle B. Graham, ATTORNEY-IN-FACT

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Mocerri, Michelle B. Graham, John W. McNish and William Cory French of McNish Group, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016:

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in fact and authorize the Attorney(s) in fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

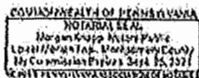
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knepp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of August, 2021



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

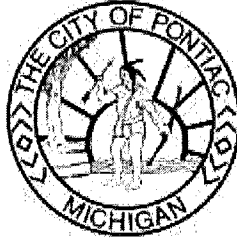
If you have any questions or require any clarification, please contact me.

**Best Regards and Stay Safe,
DCR SERVICES & CONSTRUCTION, INC.**

Dwight E. Belyue, CEO

#3

RESOLUTION



Pontiac City Council Resolution

Calling for Guard Rail Barrier at University Drive West of M-59 and East of Paddock Street

WHEREAS, the City of Pontiac strives to protect the health, safety, and wellbeing of all who live, work, visit, and travel through our City; and,

WHEREAS, the section of University Drive west of M-59 and east of Paddock Street in our City has been the site of multiple vehicular crashes from westbound travelers making impact with the City's chain link fencing protecting the eastern section of Oak Hill Cemetery owned by the City; and,

WHEREAS, previous municipal discussions have considered the feasibility and necessity of installing a guard rail barrier where vehicles frequently depart from the road and make contact with the City's chain link fencing on the northern side of University Drive in that section; and,

WHEREAS, this Council's understanding is that examination of options that the City could pursue to prevent future collisions of vehicles into the Oak Hill Cemetery graves and fencing was recently undertaken;

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby requests for the City to pursue installation of a guard rail barrier on City property along University Drive's north side in the section west of M-59 and east of Paddock Street;

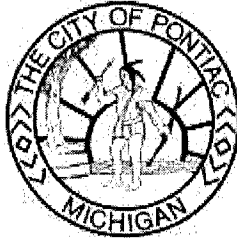
BE IT FURTHER RESOLVED that the Council encourages further consideration of additional measures that would address safety needs and prevent additional vehicle collisions with Oak Hill Cemetery's graves and fencing in this area of concern;

BE IT FURTHER RESOLVED that the Council appreciates the research and review that the City's staff has recently undertaken to consider options addressing safety needs in this area of concern.

January 25, 2022

#4

RESOLUTION



Pontiac City Council Resolution

Concerning the Intersection of Woodward Avenue and South Boulevard

WHEREAS, the City of Pontiac strives to protect the health, safety, and wellbeing of all who live, work, visit, and travel through our City; and,

WHEREAS, the intersection of Woodward Avenue and South Boulevard is an important and well-utilized traffic intersection in our City; and,

WHEREAS, the current intersection configuration at Woodward Avenue and South Boulevard creates challenges for ideal traffic safety conditions, and that the vehicular crash statistics for this intersection are alarming; and,

WHEREAS, the City has been in communication with the State of Michigan about future plans to address traffic safety concerns at this important traffic intersection; and,

WHEREAS, this Council's understanding is that future configuration and safety enhancement plans are actively being pursued;

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby expresses our concern about the need for safety enhancements at the traffic intersection of Woodward Avenue and South Boulevard located in the City of Pontiac;

BE IT FURTHER RESOLVED that the Council encourages the pursuit of measures that would address safety needs and strive to prevent future vehicle collisions at the intersection as much as possible;

BE IT FURTHER RESOLVED that the Council appreciates the research and review that the City's staff has recently undertaken to consider options addressing safety needs in this area of concern;

BE IT FURTHER RESOLVED that the Council looks forward to learning of future planned improvements and assisting with sharing that information out to City residents.

January 25, 2022

#5

RESOLUTION



Pontiac City Council Code of Ethics

DISCLOSURE REQUIREMENTS

Disclosure of interests by City Council members.

- (a) Except as otherwise provided by applicable law, a City Council member shall disclose:
- (1) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before City Council;
 - (2) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City; and
 - (3) Any interest that he or she, or an immediate family member has in real or personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
- (b) All disclosures that are required under Subsection (a) of this section shall be made, in writing, on a form that is created by the City Attorney and sworn to in the presence of a notary public.

Disclosure of immediate family member's employment or application.

- (a) Except as otherwise provided by applicable law, a City Council member shall disclose the identity of any immediate family member employed by the City or who is making an application to the City for employment.
- (b) All disclosures that are required under Subsection (a) of this section shall be made, in writing, on a form that is created by the City Attorney and sworn to in the presence of a notary public.

STANDARDS OF CONDUCT

Willful or gross neglect of duties is prohibited.

Except as otherwise provided by applicable law, a City Council member shall not willfully or grossly neglect the discharge of his or her duties.

Improper use or disclosure of confidential information prohibited.

Except as otherwise provided by applicable law, a City Council member shall not knowingly use or disclose confidential information to third parties concerning the property, government or affairs of the City or any office, department or agency thereof, which is not available to members of the public and gained by reason of his or her official duties.

Improper use of City property prohibited.

A City Council member shall not knowingly use City property except in accordance with City policies and procedures. Public resources or assets that are not offered to the general public are not to be used by the City Council member or anyone else for private purposes.

Incompatible employment or rendering services prohibited.

A City Council member shall not engage in or accept employment, or render services, for a private or public interest where such employment or service is in conflict or incompatible with the proper discharge of the City Council member's official duties for the City, or where such employment or service is reasonably expected to impair the public servant's independence of judgment or action in the performance of his or her official duties for the City.

Self-interested regulation and participation prohibited.

A City Council member shall not hold a substantial financial interest, i.e., any stake, including stockholder, partner, joint venture, creditor, guarantor or director, in a firm which provides services or supplies, materials or equipment to the City, excluding holding an interest in a firm providing services or supplies, materials, or equipment to the city where, after reporting the conflict, 1) the contract for services or supplies, materials, or equipment is awarded pursuant to sealed bids, 2) the City Council member is not involved, directly or indirectly, with making the decision on the award of the contract or with the city department for which the contract relates, and 3) the City Council determines, after reviewing the circumstances, that the award of the contract would be in the best interests of the city.

Solicitation or acceptance of loan or payment prohibited.

A City Council member shall not solicit or accept a loan or payment from an individual who is providing service to, or receiving tax abatements, credits or exemptions from the City.

City Council member are prohibited from unduly influencing decisions to fill any position in

City government with immediate family members.

A City Council member shall not unduly influence any decision to fill a position in City government.

A City Council member shall not cause the employment or any favorable employment action of an immediate family member, or participate in any employment decision about such family member.

Prohibition on gifts and gratuities; exceptions.

(a) A City Council member shall not accept gifts, gratuities, honoraria, or other things of value from any person or company doing business or seeking to do business with the City, is seeking official action from the City, has interests that could be substantially affected by the performance of the public servant's official duties, or is registered as a lobbyist under applicable laws.

(b) The prohibition in Subsection (a) of this section shall not apply:

(1) To an award publicly presented to a City Council member by an individual, governmental body or non-governmental entity or organization in recognition of public service;

(2) To complimentary copies of trade publications, books, reports, pamphlets, calendars, periodicals or other informational materials;

(3) To a gift received from a City Council member's relative or immediate family member, provided that the relative or immediate family member is not acting as a third party's intermediary or an agent in an attempt to circumvent this article;

(4) Gifts of nominal value, under \$20, such a shirt, hat, or coffee mug, for a City Council member.

(5) To admission fees, or registrations fees, or meals, for a City Council member:

(i) By the sponsor(s) of an event, appearance or ceremony, which is related to official City business in connection with such an event, appearance or ceremony and to which one (1) or more of the public are invited; or

(ii) In connection with teaching, a speaking engagement, or the provision of assistance to an organization or another governmental entity as long as the City does not compensate the City Council member for admission or registration fees, travel expenses, entertainment, meals or refreshments for the same activity.

One year post-employment prohibition.

(a) For one (1) year after serving with the City, a City Council member shall not lobby or appear before the City Council or any City department, agency, board, commission or body, or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while serving on the City Council.

(b) For a period of one (1) year after employment with the City, a City Council member shall not accept employment with any person or company that did business with the City during the former Council member's tenure if that Council member was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

Prohibition on campaign activities using City personal or property, or during working hours.

A City Council member shall not use any City resources or property for his or her own political benefit or for the political benefit of any other person seeking elective office, provided that the foregoing shall not prohibit the use of property or facilities available to the general public on an equal basis for due consideration paid.

Public information

A City Council member shall not use information protected from disclosure by the Michigan Freedom of Information Act which she or he has obtained by reason of such position or authority. A public servant shall not suppress or refuse to provide city reports or other information which is publicly available.

A City Council member shall not suppress any public city report, document, or information available to the general public because it might tend to adversely affect unfavorably their private financial or political interest.

Improper use of position

A City Council member shall not take any action or create the appearance of making a government decision outside official channels.

A City Council member shall not take any action or create the appearance of impeding government efficiency or economy.

A City Council member shall not use his or her public office and employment for personal or financial gain, or use or attempt to use his official or her official position to secure special privileges or exemptions for himself or herself, or others, except as provided by law.

A City Council member shall not make or participate in making a decision in his or her capacity serving on the City Council knowing that the decision will provide him or her, a member of his or her immediate family, or a business with which he or she is associated, a financial benefit of more than an incidental nature which is distinguishable from the benefits to the City Council member as a member of the public or as a member of a broad segment of the public.

A City Council member shall not interfere with the ordinary course of law enforcement within the city, and shall not suggest or request special favors or consideration or disposition of any law

enforcement person of the city, including the city manager, public safety officers, ordinance officers, city attorney or administrative staff, concerning any city law enforcement matter including, but not limited to, parking tickets, traffic tickets, ordinance tickets, or the enforcement of city codes.

A City Council member shall not make a loan of public funds, grant a subsidy, fix a rate, issue a license, permit or certificate, participate in the negotiation or execution of contracts or otherwise regulate, supervise or participate in a decision that pertains to an entity in which the public servant, or a member of his or her immediate family, has an ownership or financial or personal interest.

A City Council member shall not solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or any solicitation or proposal thereof.

A City Council member shall not accept any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a contract or order.

A City Council member shall not retain a person to solicit or secure a contract with the local government upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

A City Council member shall not be a party, directly or indirectly, to any contract with the city except for the renewal or negotiation of an employment or independent contractor contract with a city officer or employee, or a collective bargaining agreement or contracts with any bona fide union.



Pontiac City Council Resolution

Approval of Pontiac City Council Code of Ethics

WHEREAS, the Pontiac City Council takes our roles and responsibility in serving the City and our residents very seriously; and,

WHEREAS, as public servants the members of the City Council seek to ensure that governmental decisions are made in the public's best interest; and,

WHEREAS, the City Council aims to prevent our members from making City governing decisions that would impact our personal or financial interests;

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby adopts this Pontiac City Council Code of Ethics;

BE IT FURTHER RESOLVED members of the City Council commit to adhering to this Code of Ethics as we carry out the duties of our positions;

BE IT FURTHER RESOLVED this City Council recognizes that adherence to state law is also required and that this Code of Ethics shall be construed in conformity with state law, including state law regulating the conflicts of interest pertaining to public contracts involving public servants under the Michigan Contracts of Public Servants with Public Entities Act, MCL 14.310 et. seq. and contributions to political campaign organizations under the Michigan Campaign Finance Act, MCL 169.201 et seq. and all additional applicable state law;

BE IT FURTHER RESOLVED the City Council supports the future consideration of an Ethics Policy for all City officials and staff to further ensure that all City governing decisions are made in the public's best interest.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Frank Antoun, Information Technology

THROUGH: Darin Carrington, Finance Director

DATE: January 19, 2022

RE: **Resolution to Approve the Purchase of Microsoft Office 365 Solution and Associated Costs**

EXECUTIVE SUMMARY

The City of Pontiac currently utilizes Office 2016 for its e-mail and office application products. With support expiring for Office 2016, the Information Technology division began exploring options and recommends Office 365. In preparation for this project, \$67,500 was budgeted into the 2021-2022 fiscal year.

STATEMENT OF NEED:

1. City is using an old versions of Microsoft Office and outdated version of email.
2. Must pay for each Microsoft Office installation for same employee if they have 2 computers or want to install Office on their smartphone.
3. Email system being located at City Hall is subject to power and other single point of failure possibilities.

SOLUTION:

1. Implement Microsoft 0365 licensing plan.
2. Install for no additional cost, Office suite on multiple systems and smartphone per licensed user at no additional cost (up to 5)
3. Move email services to Microsoft redundant and secure datacenters to eliminate power and single point of failure possibilities.

COSTS:

1. One-time professional services implementation cost \$37,500
2. Monthly license cost for 130 Licenses \$2,454 monthly (\$29,453/year)

Advantages of Microsoft Solution:

1. Cloud-based system has no hardware to maintain and update.
2. Eliminates Capital investment on hardware and maintenance for email system on-site at City Hall.
3. Subscription based licensing model that is deemed as best practice.

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the purchase of the Office 365 and Associated Costs

WHEREAS, The City of Pontiac currently uses obsolete Microsoft Office products and outdated email system and can no longer be expanded to meet the growing needs of the City; and

WHEREAS, The City can utilize a cloud-based Microsoft Office licensing and email system result in a cloud solution to the City; and

WHEREAS, the costs will be a one-time professional services cost of \$37,500, and a monthly operating agreement for 130 licenses at a total cost of \$2,454 monthly cost.

NOW, THEREFORE, HEREBY BE IT RESOLVED that the Pontiac City Council approves the purchase of the Microsoft O365 solution and associated costs including a one-time professional services cost of \$37,500, and annual cost for 130 licenses at a total cost of \$29,453.00 per year; and authorizes the Mayor to enter into the agreements to complete this transaction.

City of Pontiac Microsoft Cloud Strategy

Agenda

- Review Current Microsoft Licensing and Solution
- Review New Microsoft Cloud Strategy
- Review New Estimated Costs & Timeline
- Closing

Current Microsoft Licensing and Services

- Current software licensing model is outdated and not portable. Older versions are deployed.
- Microsoft Exchange (Email) is located on-premise at City Hall
 - Costly to manage and maintain Email at City Hall
 - To remain on-premise will result in significant capital investment.

Microsoft Cloud Strategy – Why?

- Transition to a subscription-based license model.
 - Includes access to all current Microsoft versions of Office suite.
 - Billed monthly
- Microsoft Office 365 (O365) provides cloud-based email services and provides the following benefits:
 - Microsoft 365 Managed Services are in multiple datacenters to provide redundancy
 - Ability to install Office Suite on up to 5 devices per licensed user.
 - Email is accessible from anywhere at anytime.
 - Eliminates the requirement of procuring and maintaining costly servers/storage at City Hall.
 - Adds additional features and security measures to protect data.
- Many organizations have or plan to migrate to O365 Services.



New Solution – Estimated Costs

Description	Projected Monthly Subscription Cost	Projected Annual Subscription Cost
Microsoft Office 365 E3 Subscription	\$2,454	\$29,453

One Time Costs/Budget	Estimated Cost
Implementation Costs	\$37,500

** IT has budgeted \$67,140
for FY21/FY22 for this project

New Solution – Estimated Timeline

City of Pontiac - Microsoft O365 Implementation Estimated Timeline																
Project Milestones	Month 1				Month 2				Month 3				Month 4			
	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4	Wk1	Wk2	Wk3	Wk4
Approval Process and Procurement																
Present Solution to City Council for Approval																
Approval from City Council																
Submit to Procurement																
Procurement issues PO																
Execute Insight CSP O365 Subscription																
Execute Agreement for Insight Implementation Services (SOW)																
Process initial CSP subscription to establish account																
Implementation																
Project Kick-Off																
Configure City of Pontiac Microsoft O365 tenant																
Provision Azure AD Connect between CoP & Microsoft																
Migrate all CoP user and resource mailboxes to O365																
Ingest local mail data to Exchange online mailboxes																
Test all new infrastructure																
Decommission CoP Exchange Server																
Provide design documentation and knowledge transfer																

Microsoft Cloud Strategy

Thank you for your time today!

