

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

9th Session of the 11th Council

March 1, 2022 at 6:00 P.M.

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

Meeting Agenda

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

- A. February 22, 2022 City Council Meeting Minutes
- B. February 10, 2022 Finance and Personnel Subcommittee Meeting Minutes

Special Presentations

- A. Drinking Water Asset Management Grant
Presentation Presenters: Oakland County Water Resources Commissioner Jim Nash, and Alexandra Borngesser, Grants Manager
- B. Oakland County African American Leadership Recognition
Presentation Presenter: Oakland County Commissioner Angela Powell
- C. Oakland County Sheriff PAL Program Offerings and Updates
Presentation Presenter: PAL Executive Director Lauren Fuller

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

- 1. Resolution Recognizing March as Women's History Month (*Discussion and Action*)
- 2. Resolution Calling for Community Development Block Grant Funding In-House Administration (*Discussion*)

Department of Public Works (DPW)

3. Resolution to Authorize the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,622,250.70 for the Mill St Reconstruction Project and Authorize the Mayor to Enter into an Agreement with the Oakland County Water Resource Commission (OCWRC) to Reimburse the City for the costs on the Mill St Reconstruction Project associated with improvements to OCWRC's Water Infrastructure **(Discussion and Action)**
4. Resolution to Accept the Southeast Michigan Council of Governments (SEMCOG) Planning Assistance Program Grant in the Amount of \$36,000 for the Auburn Ave. Traffic Study and Authorize the Mayor to sign the SEMCOG Agreement **(Discussion)**

Finance

5. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to Allocate a Total of \$100,000 for Account 101-266-959.003 Settlement Payments for Sick Time Payouts **(Discussion and Action)**
6. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to Transfer \$72,000 from General Fund Balance GL Account 101-000-309.000 to the General Fund Account 101-774-745.003- City Events **(Discussion and Action)**
7. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to Transfer \$308,000 from General Fund Balance Account 101-000-390.000 to the Following Attorney Fees Accounts 101-266-804.000- Legal Services \$25,000; 101-266-804.018- Legal Services- Giarmarco Mullins \$110,000; 101-266- 804.021- Legal Services Prosecutions- Giarmarco Mullins \$120,000; 101-266-804.022- Legal Services Michigan Tax Tribunal- Giarmarco Mullins \$45,000; 101-266-804.023- Legal Services Code Enforcement- Giarmarco Mullins \$8,000 **(Discussion and Action)**
8. Resolution to Approve a Budget Amendment for Fiscal Year 2021-22 to Transfer \$182,000 from Youth Recreation Fund Balance GL Account 208-000-390.000 to Youth Recreation Fund GL Account 208-756-941.000 – Services – Building & Land Rental **(Discussion and Action)**
9. Resolution to Authorize the City Clerk to Publish the Notice of a Proposed Budget Amendment for Fiscal Year 2021-22 to Transfer \$37,000 from General Fund Balance GL Account 101-000-309.000 to the Following General Fund Dept 171 - Mayor GL Accounts 101-171-702.000- Salaries & Wages \$33,000; 101-171-715.000-F.I.C.A. City Contribution \$2,000; 101-171-716.000 Medical Insurance \$2,000 **(Discussion and Action)**

Mayor's Office

10. Resolution to Approve Mayor's Reappointments of Ashley Fegley, Christopher Northcross, Mona Parlove, and Lucy Payne and the Appointments of Vernita Duvall, Mike McGuinness and Tim Shepard to the Pontiac Planning Commission **(Discussion and Action)**
11. Resolution to Approve Two New Positions for Fiscal Year 2021-22 within the Mayor's Office; Executive Office Coordinator at an annual salary of \$55,000 , and Constituent Service Manager at annual salary of \$45,000 **(Discussion)**

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 A

**Official Proceedings
Pontiac City Council
8th 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, February 22, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Dr. John Tolbert, Pastor of Trinity Baptist Church in Pontiac

Moment of Silence

Pledge of Allegiance to the Flag of the United States

Roll Call

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

Mayor Greimel was present.
A quorum was announced.

Excuse Council Members

Motion to excuse Councilperson William Carrington for personal reasons. Moved by Councilperson Parker and second by Councilperson Goodman.

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

No: None

Motion Carried

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

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

No: None

Motion Carried

Motion to add a discussion regarding Smart Transportation. Moved by Councilperson Goodman and second by Councilperson Rutherford

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

No: None

Motion Carried

Consent Agenda

22-59 **Resolution to approve the consent agenda for February 22, 2022.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for February 22, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for February 22, 2022 including the February 15, 2022 Meeting Minutes.

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

No: None

Resolution Passed.

Special Presentation

- A. Foxhole 501 c (3) Nonprofit Organization in Pontiac
Presentation Presenter: Modesto De La O
- B. Tax Foreclosure Prevention Resources for Pontiac Homeowners
Presentation Presenter: Oakland County Treasurer Robert Wittenberg

Recognition of Elected Officials – Congresswoman Haley Stevens

Agenda Address

Three (3) individuals address the body during agenda address.

- 1. Megan Shramski addressed items #5- #8 and #11
- 2. Jose Ybarra addressed item #9 & #10
- 3. Robert Bass addressed item #1

Discussion

- A. Smart Transportation

Agenda Items

Ordinance

Motion for #1 amendment to change an additional 60 day to 90 day period allowed for properties located within the Historic District. Moved by Councilperson McGuinness and second by Councilperson Rutherford.

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

No: None

Motion Carried

Motion for #2 amendment that the property owner must post a cash demolition bond in the amount of \$5,000. Moved by Councilperson McGuinness and second by Councilperson Rutherford.

Ayes: Rutherford

No: Goodman, James, McGuinness, Nicholson and Parker

Motion Failed

2390 **An Ordinance to Amend Chapter 42 Community Development, Article VII, Rehabilitation Agreements as amended.** Moved by Councilperson Nicholson and second by Councilperson Rutherford. Discussion.

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

No: None

Amended Ordinance Passed

****Please see Ordinance 2390 after the minutes as Exhibit A****

Resolutions

City Clerk

22-54

Resolution Authorizing Foxhole, a 501c (3) nonprofit organization in Pontiac as a Recognized Nonprofit Organization in the Community for the Purpose of Obtaining a Charitable Gaming License. Moved by Councilperson Rutherford and second by Councilperson Goodman.
Discussion.

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

No: None

Resolution Passed

****Please see Foxhole Charitable Gaming License after the minutes as Exhibit B****

City Council

22-60

Resolution Celebrating the History of Legal Trailblazer Oliver Green. Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas Oliver Meakins Green was born in Gadsden, Alabama in 1894 and as a child traveled to upstate New York early in the national Great Migration movement, where he graduated from Ithaca High School, attended Cornell University, Syracuse University's School of Agriculture, and then moved to Michigan to attend Michigan State University's Agricultural College where he also played in the school's Band; Whereas during World War I Mr. Green registered for the United States Army and served from 1918 to 1919 as Musician Third Class playing the cornet and stationed in France and, after being honorably discharged, he returned to Michigan State University and graduated in 1920;

Whereas Mr. Green then attended University of Michigan Law School and graduated in 1924, then was one of 179 applicants out of a total of 290 who passed the Bar Examination a few months later;

Whereas he started his legal career in Grand Rapids, Michigan where he was the first Black attorney elected as a member of the Grand Rapids Bar Association, and argued cases connected with advancing the civil rights of Black residents;

Whereas an especially prominent case argued by Mr. Green involved a local dentist who had been denied equal access to seating at the Keith Theatre due to his race, with many Black patrons relegated to the balcony, and after a long fight the Michigan Supreme Court determined that the Keith Theatre had violated state statutes, with the verdict ending customary segregation in Grand Rapids;

Whereas in 1926 Oliver M. Green became the first Black attorney in Pontiac, Michigan moving to 193 Branch Street in Southwest Pontiac and opening his law office at 42 ½ South Saginaw Street in the State Theatre Building downtown;

Whereas research also indicates that Oliver M. Green is also the first Black attorney in all of Oakland County, Michigan as well, and he practiced law here for six years;

Whereas his life was tragically cut short in 1932 when traveling the Pontiac to Flint highway he was struck by another vehicle while he had stopped to check his gas tank, and he passed away at St. Joseph Mercy Hospital in Pontiac at just 38 years old;

Whereas he was buried at Oak Hill Cemetery in Pontiac, though there is not presently any identification or marker stone at his gravesite;

Whereas there have been renewed efforts by Pontiac residents to spotlight his amazing life and accomplishments, including grassroots fundraising to install a headstone at his grave in Pontiac;

Whereas Pontiac City Council has declared February 2022 as Black History Month, and is committed to advancing the celebration of Black history this month and the entire year; now,

Therefore, Be It Resolved, the Pontiac City Council hereby celebrates the trailblazing legal career of Mr. Oliver Meakins Green, the first Black attorney in Pontiac and in Oakland County; and further

Resolved, the City Council encourages Pontiac residents to learn about Oliver Green and reflect on the trailblazing achievements of his incredible life; and further

Resolved, the City Council salutes the efforts by Pontiac residents to spotlight his story, including their proactive grassroots efforts raise funds for the installation of a headstone at his gravesite in Pontiac's Oak Hill Cemetery; and further

Resolved, the City Council commits to researching other meaningful efforts that the City of Pontiac can undertake to ensure Oliver Green is more broadly recognized and celebrated.

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

No: None

Resolution Passed

22-61 **Resolution Acknowledging the Community Service of Portia Fields-Anderson.**

Moved by Councilperson Goodman and second by Councilperson Carrington.

Whereas Pontiac, Michigan has a rich and enduring legacy of community members who have made a significant impact on the cultural, social, economic, and community development of our city and its residents;

Whereas Ms. Portia Fields-Anderson is a Certified Park and Recreation Professional (CPRP) and led the City of Pontiac's Recreation Department for many years, and pioneered many innovative recreation strategies that directly benefited the quality of life for many Pontiac residents;

Whereas she has been a recognized state leader in her field for decades including through her continued leadership with the Michigan Recreation and Parks Association and past work with Oakland County Parks and Recreation, Huron-Clinton Metropolitan Authority, and many other institutions;

Whereas Ms. Fields-Anderson was inducted into the Michigan Recreation and Parks Association Hall of Fame in 2015 for her decades of professional leadership, community service, passion, and altruism, which is but one of many awards and recognitions she has received through the years;

Whereas she has been a Professor and instructor at multiple institutions of higher learning and cultural institutions, including North Carolina State University, Wayne State University, Michigan State University, Oakland Community College, and the Pontiac Creative Arts Center among other institutions;

Whereas Ms. Fields-Anderson is an accomplished dancer of great renown, whose ties to the creative community throughout our city, region, state, and nation are vast and she even has an endowed scholarship in her name through Wayne State University;

Whereas she served as an appointed member of the Pontiac Arts Commission in recent years, volunteering to help cultivate our community's arts and cultural scene, and facilitated past cultural collaboration efforts;

Whereas Ms. Fields-Anderson continues to give back to the Pontiac community, through the Friends of Murphy Park organization and other multiple philanthropic endeavors throughout our community that focuses on enriching children; now,

Therefore, Be It Resolved, the Pontiac City Council hereby recognizes Pontiac resident Portia Fields-Anderson for her remarkable lifetime of achievements and her extensive work to advance recreation, arts, culture, and play in our city, state, and nation; and further

Resolved, the City Council recognizes her past service to the City of Pontiac and its residents through the City's recreation departments, youth recreation activities, Arts Commission, and other municipal boards, commissions, and civic institutions; and further

Resolved, the City Council celebrates the community service and civic leadership that Ms. Portia Fields-Anderson continues to display in Pontiac through various philanthropic endeavors, community organizations, and advocacy efforts to strengthen our parks and recreation; and further

Resolved, the City Council considers Ms. Portia Fields-Anderson a Pontiac Citizen of Great Distinction.

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

No: None

Resolution Passed

Motion to vote on items #5 through items #8 as one resolution. Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Motion Carried

22-62a Resolution Acknowledging the Oak Hill Cemetery Preservation Efforts of Nancy Calendine. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas Pontiac, Michigan has many residents and advocates who have voluntarily given of their time, resources, and talents to make improvements in our community;

Whereas the historic Oak Hill Cemetery, which is owned by the City of Pontiac, has for generations been a hallowed site of particular significance, though has many challenges due to the advanced age and vulnerability of the grounds, structures, headstones, fences, and more;

Whereas there has been a sustained grassroots movement of Pontiac residents and advocates who have volunteered to make crucial improvements, research the stories of those buried in the cemetery, repair crumbling mausoleums, fix broken headstones, clean up the grounds, clear fallen trees, clean gravestones, restore wrought iron fencing, raise funds for repairs, and more;

Whereas Ms. Nancy Calendine has been a proactive leader in that grassroots effort to preserve, protect, and promote Pontiac's Oak Hill Cemetery and has been personally involved in many past, present, and upcoming projects to make the cemetery a better place for our community;

Whereas she has selflessly put in countless hours, labor, and personal resources to address Oak Hill Cemetery's needs and has facilitated the Oak Hill Cemetery Walk for many years in order to raise private funds to make multiple recent improvements possible; now

Therefore, Be It Resolved, the Pontiac City Council hereby acknowledges Pontiac resident Nancy Calendine for her successful efforts to preserve, protect, and promote Pontiac's historic Oak Hill Cemetery; and further

Resolved, on behalf of the entire City of Pontiac and all its residents, the City Council formally expresses our gratitude to Ms. Calendine for her hard work, sacrifice, and commitment to the cause of improving Oak Hill Cemetery; and further

Resolved, the City Council commits to partnering with Ms. Calendine and other advocates of Oak Hill Cemetery to better care for the cemetery and those laid to rest there and working to ensure that our municipal operations are strengthened for streamlined, collaborative future efforts.

22-62b Resolution Acknowledging the Oak Hill Cemetery Preservation Efforts of Don Calendine. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas Pontiac, Michigan has many residents and advocates who have voluntarily given of their time, resources, and talents to make improvements in our community;

Whereas the historic Oak Hill Cemetery, which is owned by the City of Pontiac, has for generations been a hallowed site of particular significance, though has many challenges due to the advanced age and vulnerability of the grounds, structures, headstones, fences, and more;

Whereas there has been a sustained grassroots movement of Pontiac residents and advocates who have volunteered to make crucial improvements, research the stories of those buried in the cemetery, repair crumbling mausoleums, fix broken headstones, clean up the grounds, clear fallen trees, clean gravestones, restore wrought iron fencing, raise funds for repairs, and more;

Whereas Mr. Don Calendine has been an active part of that grassroots effort to preserve, protect, and promote Pontiac's Oak Hill Cemetery and has been personally involved in many past, present, and upcoming projects to make the cemetery a better place for our community;

Whereas he has selflessly put in countless hours, labor, and personal resources to address Oak Hill Cemetery's needs and has supported the Oak Hill Cemetery Walk for many years in order to raise private funds to make multiple recent improvements possible; now

Therefore, Be It Resolved, the Pontiac City Council hereby acknowledges Pontiac resident Don Calendine for his successful efforts to preserve, protect, and promote Pontiac's historic Oak Hill Cemetery; and further

Resolved, on behalf of the entire City of Pontiac and all its residents, the City Council formally expresses our thanks to Mr. Calendine for his hard work, sacrifice, and commitment to the cause of improving Oak Hill Cemetery; and further

Resolved, the City Council commits to partnering with Mr. Calendine and other advocates of Oak Hill Cemetery to better care for the cemetery and those laid to rest there and working to ensure that our municipal operations are strengthened for more streamlined, collaborative future efforts.

22-62c Resolution Acknowledging the Oak Hill Cemetery Preservation Efforts of Larry Keehn. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas Pontiac, Michigan has many residents and advocates who have voluntarily given of their time, resources, and talents to make improvements in our community;

Whereas the historic Oak Hill Cemetery, which is owned by the City of Pontiac, has for generations been a hallowed site of particular significance, though has many challenges due to the advanced age and vulnerability of the grounds, structures, headstones, fences, and more;

Whereas there has been a sustained grassroots movement of Pontiac residents and advocates who have volunteered to make crucial improvements, research the stories of those buried in the cemetery, repair crumbling mausoleums, fix broken headstones, clean up the grounds, clear fallen trees, clean gravestones, restore wrought iron fencing, raise funds for repairs, and more;

Whereas Mr. Larry Keehn has been a proactive leader in that grassroots effort to preserve, protect, and promote Pontiac's Oak Hill Cemetery and has been personally involved in many past, present, and upcoming projects to make the cemetery a better place for our community;

Whereas he has selflessly put in countless hours, labor, and personal resources to address Oak Hill Cemetery's needs and has gone above and beyond the call of duty to facilitate the participation of many volunteer crews who have made repairs and cleaned up the grounds; now

Therefore, Be It Resolved, the Pontiac City Council hereby acknowledges Mr. Larry Keehn for his successful efforts to preserve, protect, and promote Pontiac's historic Oak Hill Cemetery in recent decades; and further

Resolved, on behalf of the entire City of Pontiac and all its residents, the City Council formally expresses our gratitude to Mr. Keehn for his hard work, sacrifice, and commitment to the cause of improving Oak Hill Cemetery; and further

Resolved, the City Council commits to partnering with Mr. Keehn and other advocates of Oak Hill Cemetery to better care for the cemetery and those laid to rest there and working to ensure that our municipal operations are strengthened for more streamlined, collaborative future efforts.

22-62d Resolution Acknowledging the Oak Hill Cemetery Preservation Efforts of Lori Miller. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas Pontiac, Michigan has many residents and advocates who have voluntarily given of their time, resources, and talents to make improvements in our community;

Whereas the historic Oak Hill Cemetery, which is owned by the City of Pontiac, has for generations been a hallowed site of particular significance, though has many challenges due to the advanced age and vulnerability of the grounds, structures, headstones, fences, and more;

Whereas there has been a sustained grassroots movement of Pontiac residents and advocates who have volunteered to make crucial improvements, research the stories of those buried in the cemetery, repair

crumbling mausoleums, fix broken headstones, clean up the grounds, clear fallen trees, clean gravestones, restore wrought iron fencing, raise funds for repairs, and more;

Whereas Ms. Lori Miller has been a proactive leader in that grassroots effort to preserve, protect, and promote Pontiac's Oak Hill Cemetery and has been personally involved in many past, present, and upcoming projects to make the cemetery a better place for our community;

Whereas she has selflessly put in countless hours, labor, and personal resources to address Oak Hill Cemetery's needs and has helped facilitate the Oak Hill Cemetery Walk for many years in order to raise private funds to make multiple recent improvements possible; now

Therefore, Be It Resolved, the Pontiac City Council hereby acknowledges Pontiac resident Lori Miller for her successful efforts to preserve, protect, and promote Pontiac's historic Oak Hill Cemetery; and further Resolved, on behalf of the entire City of Pontiac and all its residents, the City Council formally expresses our gratitude to Ms. Miller for her hard work, sacrifice, and commitment to the cause of improving Oak Hill Cemetery; and further

Resolved, the City Council commits to partnering with Ms. Miller and other advocates of Oak Hill Cemetery to better care for the cemetery and those laid to rest there and working to ensure that our municipal operations are strengthened for streamlined, collaborative future efforts.

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

No: None

Resolutions Passed

Cable

22-63

Resolution to Approve Upgrades to City of Pontiac's Cable System in the amount of \$210,274.25 and authorize the City to enter into an agreement with Filmtools for \$182,709.80 and Sound Planning Communications for \$27,564.45. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City of Pontiac's Cable System is provides and produces services to two channels, Government and Public Access and;

Whereas, the current Analog system is over 20 years old, produces low quality broadcasts and the existing hardware and software cannot be updated; and

Whereas, the current cable system is coaxial wire and creates slower broadcasts and uploads, which attributes to the poor video/audio quality and presents a challenge with troubleshooting problems; and

Whereas, the cable department recommends replacement of the server/playback, encoder, broadcast components, audio system and monitoring hardware and software; and

Whereas, the cable department believes the implementation of the recommended updates would be in the best interest for the city in providing quality broadcasting of meeting to the public and;

Whereas, the funding for the recommend updates would come from the Capital Improvement Fund-Cable, GL account 445-291-976.001;

NOW THEREFORE BE IT RESOLVED, that Pontiac City Council hereby approves the upgrades to the city's cable system in the amount of \$210, 274.25, taken out of the Capital Improvement Fund-Cable, GL account 445-291-976.001 and authorizes the Mayor to enter into an agreement with Filmtools in the amount of \$182, 709.80 and Sound Planning Communications in the amount of \$27,564.45 to complete said upgrades.

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

No: None

Resolution Passed

Department of Public Works (DPW)

22-64

Resolution to Authorize the Mayor to enter into a contract with Pamar Enterprises,

Inc. for \$1,622,250.70 for the Mill St Reconstruction Project and Authorize the Mayor to Enter into an Agreement with the Oakland County Water Resource Commission (OCWRC) to Reimburse the City for the costs on the Mill St Reconstruction Project associated with improvements to OCWRC's Water Infrastructure. Moved by Councilperson Rutherford and second by Councilperson Goodman. Discussion.

Motion to postpone Resolution to Authorize the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,622,250.70 for the Mill St Reconstruction Project and Authorize the Mayor to Enter into an Agreement with the Oakland County Water Resource Commission (OCWRC) to Reimburse the City for the costs on the Mill St Reconstruction Project associated with improvements to OCWRC's Water Infrastructure for one week. Moved by Councilperson Nicholson and second by Councilperson Goodman.

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

No: None

Motion Carried

Mayors Office

22-65

Resolution to Approve Mayor's Reappointments of Ashley Fegley, Christopher Northcross, Mona Parlove, and Lucy Payne and the Appointments of Vernita Duvall, Mike McGuinness and Tim Shepard to the Pontiac Planning Commission. Moved by Councilperson Rutherford and second by Councilperson Goodman. Discussion.

Motion to postpone Resolution to Approve Mayor's Reappointments of Ashley Fegley, Christopher Northcross, Mona Parlove, and Lucy Payne and the Appointments of Vernita Duvall, Mike McGuinness and Tim Shepard to the Pontiac Planning Commission for one week. Moved by Councilperson Parker and second by Councilperson Rutherford.

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

No: None

Motion Carried

Public Comment

Fifteen (15) individuals addressed the body during public comment.

1. Chuck Johnson
2. Quincy Stewart
3. Kenny Anderson
4. Robert Bass
5. Kathi McNally
6. Marcus Bowman
7. Shayla Ray
8. Kathy Dessureau
9. Rolando Ybarra
10. Jose Ybarra
11. Laura Kenny
12. Linda Watson
13. Portia Fields-Anderson
14. Carol Jukowski
15. Larry Jasper

Mayor, Clerk and Council Closing Comments

February 22, 2022 Draft

Mayor Greimel, Clerk Doyle, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James and Council President McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 9:58 p.m.

Garland S. Doyle
City Clerk

ORDINANCE NO. 2390

The City of Pontiac ordains:

ARTICLE VII. REHABILITATION AGREEMENTS

42-239 Purpose.

The purpose of this article is to develop a method to allow for the lawful rehabilitation of condemned buildings that have been ordered demolished by the Pontiac Board of Appeals. Further, this article is intended to discourage property speculators from acquiring condemned properties for the express purpose of creating substandard dwellings for human occupancy or other use.

42-240 Condemned buildings ineligible for permits.

Any property with a registered demolition order as recorded by the Oakland County Register of Deeds is not eligible to receive a building, mechanical, plumbing, electrical or occupancy permit or a certificate of compliance unless the property owner enters into a rehabilitation agreement with the City prior to the issuance of any permit.

42-241 Rehabilitation agreements.

The Building Official~~Community Development Director~~, or any duly appointed designee, may enter into a rehabilitation agreement with a property owner to rehabilitate condemned buildings. A rehabilitation agreement must include the following:

(1) *Property maintenance inspection required.* The property owner(s) shall apply to obtain a property maintenance inspection of the premises/structure(s) from the City of Pontiac Building Department~~Department of Community Development~~ prior to the execution of the rehabilitation agreement, which will result in the issuance of a property maintenance inspection report that will specify all of the improvements and/or repairs required to bring the premises/structure(s) into compliance with the applicable building code(s) and municipal ordinances, the report which shall be incorporated into the rehabilitation agreement. The property owner shall pay the appropriate fee for the property maintenance inspection.

(2) *Payment of demolition bond.*

a. The property owner must post a cash bond in the amount equal to the cost of the demolition as determined by the Building Official~~Community Development Director~~, which will be based on

the average square foot demolition cost for the most recent demolition bid received and awarded by the City.

~~b. For structures requiring a bond of more than \$15,000.00, a cash bond shall be secured for \$15,000.00 and a cash or surety bond approved by the City for the remainder shall be secured by the property owner and submitted to the City.~~

eb. The bond is fully refunded to the owner, without interest, upon the issuance of a certificate of compliance for the subject property.

ec. If the property owner fails to adhere to the terms of the rehabilitation agreement, the City ~~shall~~ may retain the ~~cash portion of the demolition~~ bond to pay for demolition costs and/or cover associated legal costs ~~required to effect compliance with the terms of the surety bond.~~

~~e. A demolition bond shall not be required for a single family home or duplex of no more than two units, one of which shall be 100 percent homestead by the property owner, if the property owner has never taken advantage of this subsection and has been a resident of the City of Pontiac for the last five years and:~~

~~i. Pays a nonrefundable \$100.00 application fee;~~

~~ii. Agrees in writing to have all improvements completed within 180 days of signing the rehabilitation agreement;~~

~~iii. Agrees to occupy the house upon the issuance of a certificate of compliance for a period of one year and applies for, receives, and maintains the property with a principal residence exemption certificate;~~

~~iv. Signs a provision in the rehabilitation agreement that places a lien on the property in the amount of the calculated demolition bond that will expire one year after the certificate of compliance is issued if the property owner complies with subsection (1)(e)(ii) of this section, and the amount of such lien will immediately be forfeited to the City upon sale if the property is used for rental purposes during the first year;~~

~~v. Does not have an existing property rehabilitation agreement;~~

- ~~vi. Pays all outstanding property taxes on the parcel that are due to the Oakland County Treasurer and the City of Pontiac or that are in the process of being returned to the Oakland County Treasurer as delinquent;~~
 - ~~vii. Is fully compliant with all provisions of the City's income tax ordinance;~~
 - ~~viii. Agrees as a provision of the rehabilitation agreement that all open construction permits can be revoked by the City if the certificate of compliance has not been issued within the 180 days or posts a bond in the amount required by the ordinance at the time of the revocation or cost to complete repairs;~~
 - ~~ix. Demonstrates that the property owner has the financial resources to pay for the estimated costs of renovation at the time that the agreement is signed. Evidence of financial resources may include paystubs, bank statements, or written evidence of other financing sources demonstrating the assets are available to complete the estimated cost of repairs;~~
 - ~~x. Shows proof of residency for the last five years;~~
 - ~~xi. The house remains unoccupied until such time that the certificate of compliance is issued;~~
 - ~~xii. The City shall not have incurred any demolition-related costs on the property.~~
-

(3) *Permit application.* Property owner(s) shall make application to the City for all required building permits within seven days after execution of the rehabilitation agreement and all other necessary permits within 30 days.

(4) *Schedule of rehabilitation.* Property owner(s) shall rehabilitate and/or repair said structure(s) in a lawful manner in compliance with the rehabilitation agreement during ~~the a~~ 180-day period after making proper application and obtaining the requisite permits from the City. **An additional 90-day period shall be allowed for properties located within the Historic District.**

(5) *Inspections.*

- a. Property owner(s) shall allow the City to conduct any and all necessary inspections at a mutually agreed-upon time between the parties.

b. Property owner shall be responsible for calling the Building Safety Division to schedule all necessary inspections.

(6) *Property maintenance.*

a. The exterior of the premises shall be kept free of all debris and trash.

b. Lawn and grass must be maintained in conformance with chapter 122, article III.

c. Sidewalks adjacent to the property shall be kept free of all snow and ice in accordance with the Code of Ordinances.

(7) *Other terms.*

a. Recognition by the property owner that the owner will adhere to the provisions of this article.

b. By execution of a rehabilitation agreement the property owner waives all ~~his~~ rights to appeal.

c. Such other information that the Building Official ~~Director of Community Development~~ determines is required to be included.

(8) *Demolition expenses.* No property shall be eligible for a rehabilitation agreement if the City has incurred any demolition-related costs on the property unless a service fee is added to the costs of the rehabilitation agreement in an amount equivalent to the demolition-related costs previously incurred on the property.

42-242 Termination of rehabilitation agreement.

(a) At the expiration of the 180-day period, if the building subject to the terms of the rehabilitation agreement has not been rehabilitated or repaired as required by section 42-240, with a certificate of occupancy or compliance having been issued for the structure(s), the City may immediately proceed with demolition and use the demolition bond to pay for the demolition as well as other associated costs. After all ~~demolition~~ costs have been paid, and if there is any balance, such balance shall be returned to the property owner without interest. ~~There shall not be a~~ Any extensions of this rehabilitation agreement ~~permitted.~~ shall be at the sole discretion of the Building Official and upon their finding that such an extension is in the best interests of the City of Pontiac.

(b) If a rehabilitation agreement has been fulfilled by the property owner, and a certificate of occupancy or compliance has been issued, the **Building Official**~~Director of Community Development~~ shall request the Board of Appeals to lift the decision and order of demolition and remove such decision and order from the record of the Oakland County Register of Deeds.



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a Regular meeting of the City of Pontiac
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by President Mike McGuinness on 2/22/2022
DATE

at 6:00 p.m. a.m./p.m. the following resolution was offered:
TIME

Moved by Councilwoman Rutherford and supported by Councilman Goodman

that the request from Foxhole of Pontiac,
NAME OF ORGANIZATION CITY

county of Oakland, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval.
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: 6

Nays: 0

Absent: 1

DISAPPROVAL

Yeas:

Nays:

Absent:

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the City of Pontiac Council at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on 2/22/2022.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

Garland S. Doyle - Interim City Clerk

PRINTED NAME AND TITLE

47450 Woodward Ave., Pontiac Michigan 48342

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)

CONSENT AGENDA B

FINANCE & PERSONNEL SUBCOMMITTEE MEETING MINUTES

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the City Council
Conference Room

February 10, 2022 Meeting

Start: 2:00 p.m.

In attendance:

Council members: Chair Brett Nicholson, Kathalee James and William Parker, Jr.

Mayor: Tim Greimel

Deputy Mayor: Khalfani Stephens

Finance Director: Darin Carrington

Finance

1. Audit Update

The status of the RFP Process

Has an audit committee been selected?

Council committee involvement

Next steps

2. Financials

Orientation items and a brief explanation of each item

Staffing and roles of each department

Annual budget process

Financial cycles for statements

The role of the State, County and Pontiac

ARP update and future plans

Standing Monthly Agenda Items

1. Human Resources

A. Personnel

- a. Org Chart
- b. Current openings
- c. Recruitment Efforts- including advertising and responses

B. Employee Benefits

- a. The City's broker
- b. What is offered and the premiums
- c. Enrollment/utilization
- d. Retirement plan overview

C. Payroll

Current payroll provider

Payroll figures by department

Public Comment: No requests for Public Comment at the meeting.

Adjourned: 3:45 p.m.

SPECIAL PRESENTATION A

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER****MEMORANDUM**

TO: Honorable Mayor, Council President, and City Council Members
FROM: Water Resources Commissioner Jim Nash
SUBJECT: Drinking Water Asset Management Grant
DATE: February 23, 2022

The State of Michigan has awarded a \$456,600 grant for the Pontiac water system. The funds will be used to complete required work in the water system to ensure safe and reliable drinking water for Pontiac residents. The grant funds will help the system maintain compliance with the state's Lead & Copper Rule. Most of the grant funding will be used to complete a verified "field inventory" of water service lines. There are about 19,400 service lines in the City, and we estimate about 41% or some 8,000 of those have a portion that is made of lead.

Of the approximately 300 miles of watermain in the City, more than half were built before 1950. These watermains are either at, or near the end of their useful life expectancy. These older watermains are likely to have lead service lines. That's why my office is using a comprehensive approach to replace these lines as part of planned watermain replacement projects. Replacement of watermains and lead service lines will result in fewer watermain breaks, fewer service disruptions, and better overall water quality. While this grant cannot be used for construction, the verification of service lines will aid in future project planning.

The updated Lead & Copper Rule requires water systems to complete an inventory by January 1, 2025. To meet this requirement, we are required to "field verify" 377 water service lines to meet the criteria established by the Michigan Department of Environment, Great Lakes, and Energy. The data from these verifications will be used to improve our inferred data for the remainder of the lead service lines in the City. This will help us prioritize future watermain and associated service line replacements. We will be contacting residents to help us complete the inventory. Customers who receive the letter are asked to schedule a visit so we can document the water piping material. The visit should only take about 30 minutes.

Each home where the service line material is verified will receive a lead education packet which includes flushing instructions. If the service line is found to contain lead, the customer will be mailed appropriate educational materials each year until the service line is replaced.

I'm pleased to report that our sampling of drinking water continues to show no, or very low levels of lead. Our most recent sampling was completed in 2021 and showed result ranges from below detectable levels to 3 parts per billion (ppb). The action level for lead is 15 ppb.

A portion of the grant funding will also be used to refine the methods to update long-term improvement plans for the City. To that end, my office has existing asset management software that makes recommendations based on risk and can predict costs.

My staff and I look forward to continuing to work with you to operate and improve your City's drinking water system.

Water Resources Commissioner Update Drinking Water Grant

- Goal to replace water mains and water services
- Michigan Environment, Great Lakes, and Energy grant of \$456,600
- 377 service line verifications required by Michigan Lead & Copper rule
- Water customers will receive letter requesting access to water service line
- Lead information packets provided to customers
- Water sampling in 2021 ranged from below detection to 3 ppb – below 15 ppb limit
- Drinking water asset management for long-term recommendations

SPECIAL PRESENTATION C



In partnership with



SCAN ME

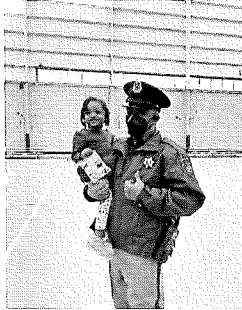
UWM
UNITED WHOLESALERE MORTGAGE



*Building character
through sports and
recreation.*

*All programs are free
of charge, co-ed and
open to any
experience level.*

*Expect to have fun,
make friends and
learn new skills!*



Athletics Schedule Session I, Spring 2022

REGISTRATION March 6 – March 20, 2022

PROGRAMMING March 21 – April 30, 2022

| ACTIVITY | AGE | DAY(S) | TIME | CITY OF PONTIAC LOCATION |
|---|----------|--------------------|----------------------|---|
| Junior Basketball Academy | 6-8 | Monday | 4:30 - 5:30 pm | Woodside Bible Church, 830 Auburn Avenue |
| Basketball Academy | 9-11 | Monday | 5:30 - 6:30pm | Woodside Bible Church, 830 Auburn Avenue |
| Basketball Academy (Middle School) | 12-14 | Tuesday | 5:00 - 6:15pm | Woodside Bible Church, 830 Auburn Avenue |
| Indoor Soccer/Futsal *Saturday League Game | 5-8 | Monday Saturday | 4:15 - 5:00pm TBD | UWM Sports Complex, 867 South Blvd. E |
| Indoor Soccer/Futsal +Saturday League Game | 9-12 | Monday Saturday | 5:15 - 6:00pm TBD | UWM Sports Complex, 867 South Blvd. E |
| Track and Conditioning | 6-12 | Tues / Thurs | 4:00 - 4:45pm | UWM Sports Complex, 867 South Blvd. E |
| Track and Conditioning (Middle School) | 13-17 | Tues / Thurs | 4:45 - 5:30pm | UWM Sports Complex, 867 South Blvd. E |
| Family Fitness Boot Camp | All Ages | Tues / Thurs | 5:40 - 6:30pm | UWM Sports Complex, 867 South Blvd. E |
| Cheer/Dance/Tumbling | 6 - 14 | Wednesday | 5:30 - 6:30pm | Welcome Missionary Church, 143 Oneldo St. |
| Mentoring | 8-18 | Wednesday | 4:30 - 6:30pm | UWM Sports Complex, 867 South Blvd. E |

CONTACT PAL

www.sheriffpal.com

jhickson@sheriffpal.com

© f @sheriffpal

#1

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Recognizing March as Women's History Month in the City of Pontiac

Whereas the month of March is National Women's History Month, which recognizes and spreads awareness of the importance of women in the history of the United States;

Whereas women in the United States were once considered property or chattel of their husbands and were subjected to second-class citizenship;

Whereas through tireless determination and opposition to that adversity, women nevertheless persisted and gained greater rights and independence;

Whereas, throughout the history of the United States, whether in the home, the workplace, schools, the courts, in peace or in wartime, women have fought for themselves, for their families, and for all people of our country;

Whereas women led efforts to secure suffrage and equal opportunity for women and also served in the abolitionist movement, emancipation movement, labor movements, Civil Rights movement, and other causes to create a more fair and just society for all;

Whereas suffragists wrote, marched, organized, faced arrests, and ultimately succeeded in achieving the enactment of the 19th Amendment to the Constitution of the United States, section one of which provides that "the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any state on account of sex," and with the later Voting Rights Act of 1965, protections were extended for the right to vote for women of color and women who speak languages other than English;

Whereas women have continued to be leaders in the forefront of social change and have made transformational impacts in the establishment of charitable, philanthropic, social, economic, political, and cultural institutions, and in the City of Pontiac women have helped shape the civic, cultural, social, and educational experiences of all residents;

Whereas women had once been barred from attending medical schools in this country, but now make up most enrollments in medical schools, and there are many women in the Pontiac community who are thriving in the medical profession;

Whereas women were previously turned away from law school, but now represent approximately half of law students in the United States, and there are many women in the Pontiac community who are thriving in the legal profession;

Whereas women have served in the United States Armed Forces since the American Revolution and the American Civil War, noting one woman in particular, Harriet Tubman, who was enslaved but took her freedom, brought others to freedom, and served as a spy and a commander in the Civil War;

Whereas women serve in volunteer and enlisted military positions, with more than 200,000 active-duty servicewomen and 2,00,000 veterans representing every branch of service;

Whereas there are now over 10,000,000 women-owned businesses in the United States;

Whereas the first woman to be elected to the United States House of Representatives was in 1916, the first woman elected to the United States Senate was in 1932, and, 106 years after the Emancipation Proclamation was issued Shirley Chisholm was the first Black woman to serve in Congress in 1969 and, today, there are over 100 women serving in Congress including Pontiac's current Representative Brenda Lawrence;

Whereas the Honorable Judge Cynthia Thomas Walker was the first woman elected to Pontiac's 50th District Court, and went on to break barriers as the Chief Judge as well;

Whereas the Dr. Deirdre Waterman was the first woman elected to serve as Mayor of the City of Pontiac, in 2013;

Whereas nine women have served on the Pontiac City Council in our history;

Whereas Linda L. Ferrens was the first woman elected to the Pontiac City Council in 1981, and the first woman to serve as Council President Pro-Tem;

Whereas Catherine Kinnard was the first Black woman elected to the Pontiac City Council, which took place in 1993;

Whereas Patrice Waterman, first elected to the Pontiac City Council in 2009, was the first woman to serve as Pontiac City Council President, leading from 2014 to 2018;

Therefore, Be It Resolved, the Pontiac City Council declares March 2022 as Women's History Month in the City of Pontiac, Michigan; and further

Resolved, the City Council honors the contributions of all women in their fight for racial, gender, and social justice and the impact they have made to our city, state, and nation's cultural, spiritual, economic, and political development; and further

Resolved, the City Council recognizes that, despite the substantial advancements of women in the United States, much remains to be done to ensure that women, particularly women of color, realize their full potential as equal members of society; and further

Resolved, the City Council welcomes additional opportunities for us as a community to better acknowledge, celebrate, and preserve the phenomenal women who have shaped the City of Pontiac's history.

PONTIAC CITY COUNCIL • Pontiac, Michigan • February 1, 2022

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*

#2

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Calling for Community Development Block Grant Funding In-House Administration

WHEREAS, during emergency management, the City of Pontiac desired to remain a Metropolitan City pursuant to the U.S. Department of Housing and Urban Development (HUD) guidelines in order to receive Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) allocations; and,

WHEREAS, Oakland County receives a formula allocation from the U.S. Department of Housing and Urban Development (HUD) as an Urban County; and,

WHEREAS, despite Pontiac's financial distress, both the City of Pontiac and the County wanted to continue to provide services to the Citizens of Pontiac; and,

WHEREAS, CPD Notice 11-02 (VII) (A), issued April 28, 2011 allows for a joint agreement between a Metropolitan City and an Urban County; and,

WHEREAS, on March 8, 2012 a joint agreement between the City of Pontiac and Oakland County regarding the administration of the Community Development Block Grant (CDBG) Program was entered into and included Program Years 2012-2014; and,

WHEREAS, the program is to remain through automatic renewals in successive three-year qualification periods until such time that it is in the best interest of the City to terminate the joint agreement; and,

WHEREAS, on June 2, 2020, the Pontiac City Council passed a resolution agreeing to continue participating in the Urban Community Development Block Grant (CDBG) program and opted into the Oakland County Urban County program for program years 2021-2023; and,

WHEREAS, under the terms of the agreement, it is the County's responsibility to monitor and report to HUD the use of any such program income, thereby requiring appropriate record keeping and reporting by the City as may be needed for this purpose; and,

WHEREAS, the City of Pontiac is a sub recipient to Oakland County for CDBG Administration and submission to HUD and as such, Oakland County charges the City of Pontiac an administrative fee of 20 percent of awarded funds; and,

WHEREAS, currently, the City of Pontiac has a solid financial foundation that supports returning Federal Grant Administration back in house; and,

WHEREAS, the City of Pontiac's current Executive Administration has already begun the process of researching what needs to be done to bring the CDBG program back in-house; now,

THEREFORE, BE IT RESOLVED, the Pontiac City Council strongly believes that it is in the best interest of the City of Pontiac to terminate the joint agreement; and further

RESOLVED, the City Council believes that to return the Federal Grant Administration back to the City of Pontiac would be a tremendous cost savings to the city which ultimately would allow for enhanced services to the Citizens of Pontiac; and further

RESOLVED, the Pontiac City Council will continue to work with the City of Pontiac Executive Administration to expedite conducting the appropriate feasibility studies and preparations; and further

RESOLVED, the Pontiac City Council requests that the Executive Administration conduct a thorough feasibility study of whether to return the City's Federal Grant Administration back within the City's management; and further

RESOLVED, the City Council is requesting that the feasibility study be completed and presented to the Council by April 30, 2022, to assist Council with the strategic planning of the upcoming budget and to allow guidance as to whether the city should opt-in or opt-out of the 2023-2025 Oakland County Urban County Program.

PONTIAC CITY COUNCIL ● *Pontiac, Michigan* ● *March 1, 2022*

Mike McGuinness, *Council President*

William A. Carrington, *President Pro Tem*

Mikal Goodman, *Councilmember*

Kathalee James, *Councilmember*

Brett Nicholson, *Councilmember*

William Parker, Jr., *Councilmember*

Melanie Rutherford, *Councilmember*



#3

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Abdul H. Siddiqui, City Engineer

DATE: February 22, 2022

RE: Mill St Reconstruction Project – Pamar Enterprises, Inc.

The City of Pontiac received and publicly opened bids for the referenced improvement project on Monday, February 7, 2022. The project is the full reconstruction of Mill St in downtown from Water to Huron. The project includes the road pavement, sidewalks, driveways, and a partnership with the Oakland County Water Resource Commission (OCWRC) to upgrade the water mains and related appurtenances along Mill St.

A total of five (5) bids were received for the project in the amounts as follows:

| | |
|-----------------------------|----------------|
| 1. Pamar Enterprises | \$1,622,250.70 |
| 2. Great Lakes Contracting | \$1,699,896.46 |
| 3. Mark Anthony Contracting | \$1,728,187.40 |
| 4. FDM Contracting | \$1,738,547.06 |
| 5. Major Contracting Group | \$1,740,788.58 |

The Engineering Division has reviewed the proposals and references submitted by all contractors and based on the attached is recommending the award to the low bidder, Pamar Enterprises.

Construction is anticipated to start in mid-March with anticipated completion within one hundred and twenty (120) days.

Funding for the project has been identified in the 21-22 Major Street Fund. \$483,422.90 of the low bid is for work associated with OCWRC's water infrastructure improvements. The City will enter into an agreement with OCWRC to reimburse the City for that cost.

Based upon the above information, it is the recommendation of the Department of Public Works that the Mill St Reconstruction Project be awarded to Pamar Enterprises, in the amount of \$1,622,250.70.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the Mill St Reconstruction Project on February 7, 2022, and publically opened bids; and

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

WHEREAS, the City identified the low bidder as Pamar Enterprises, Inc., and references of the low bidder checked and found acceptable, and;

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,622,250.70 for the Mill St Reconstruction Project.

BE IT FURTHER
RESOLVED,

The Pontiac City Council authorizes the Mayor to enter into an agreement with the Oakland County Water Resource Commission (OCWRC) to reimburse the City for the costs on the Mill St Reconstruction Project associated with improvements to OCWRC's water infrastructure.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and **Pamar Enterprises, Inc.**, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

Mill Street Reconstruction Project

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same within **120 calendar days**, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

\$ 1,622,250.70

unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. AGREEMENT
- B. BID BOND
- C. PERFORMANCE BOND
- D. LABOR AND MATERIAL BOND

E. MAINTENANCE BOND

F. CHANGE ORDER (Pursuant to General Conditions, Section 9)

G. ADDENDA:

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

H. ADVERTISEMENT

I. INSTRUCTIONS TO BIDDERS

J. BIDDER'S PROPOSAL

K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

M. PLANS (As listed in Schedule of Drawings)

N. NOTICE OF AWARD

O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original, on the date first above written.

**CONTRACT AGREEMENT BETWEEN THE CITY OF PONTIAC
AND CONTRACTOR**

MILL STREET RECONSTRUCTION PROJECT

CONTRACTOR: _____

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By: _____
Date

2) _____ Its: _____

CITY OF PONTIAC

WITNESSES:

DEPARTMENT OF PUBLIC WORKS

1) _____ By: _____
Date

2) _____ Its: DPW Administrator

WITNESSES:

DEPARTMENT OF FINANCE

1) _____ By: _____
Date

2) _____ Its: Director

WITNESSES:

OFFICE OF THE MAYOR

1) _____ By: _____
Date

2) _____ Its: Mayor

Approved as to form:

By: _____
_____, City Attorney



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Abdul H. Siddiqui, City Engineer

DATE: February 22, 2022

RE: Mill St Reconstruction Project Alternate – Pamar Enterprises, Inc.

The City of Pontiac received and publicly opened bids for the referenced improvement project on Monday, February 7, 2022. The project is the full reconstruction of Mill St in downtown from Water to Huron. The project includes the road pavement, sidewalks, driveways, and a partnership with the Oakland County Water Resource Commission (OCWRC) to upgrade the water mains and related appurtenances along Mill St.

The bid documents included an alternate bid for paving with Roller Compacted Concrete (RCC), which is an innovative paving material and technique that will allow vehicles to utilize the new pavement within 48 hours, as opposed to 7 days with traditional concrete. A total of four (4) alternate bids were received for the project in the amounts as follows:

| | |
|-----------------------------|----------------|
| 1. Pamar Enterprises | \$1,650,144.35 |
| 2. Mark Anthony Contracting | \$1,740,292.13 |
| 3. Great Lakes Contracting | \$1,740,903.46 |
| 4. Major Contracting Group | \$1,805,477.08 |

The Engineering Division has reviewed the proposals and references submitted by all contractors and based on the attached is recommending the award to the low bidder, Pamar Enterprises.

Construction is anticipated to start in mid-March with anticipated completion within one hundred and twenty (120) days.

Funding for the project has been identified in the 21-22 Major Street Fund. \$483,422.90 of the low bid is for work associated with OCWRC's water infrastructure improvements. The City will enter into an agreement with OCWRC to reimburse the City for that cost.

Based upon the above information, it is the recommendation of the Department of Public Works that the Mill St Reconstruction Project be awarded to Pamar Enterprises, in the amount of \$1,650,144.35 for the alternate bid.

WHEREAS, the City of Pontiac has advertised and received responses to a Request For Proposal for the Mill St Reconstruction Project on February 7, 2022, and publically opened bids; and

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

WHEREAS, the City identified the low bidder for the alternate bid as Pamar Enterprises, Inc., and references of the low bidder checked and found acceptable, and;

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to enter into a contract with Pamar Enterprises, Inc. for \$1,650,144.35 for the Mill St Reconstruction Project, utilizing the alternate bid.

BE IT FURTHER
RESOLVED,

The Pontiac City Council authorizes the Mayor to enter into an agreement with the Oakland County Water Resource Commission (OCWRC) to reimburse the City for the costs on the Mill St Reconstruction Project associated with improvements to OCWRC's water infrastructure.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and **Pamar Enterprises, Inc.**, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

Mill Street Reconstruction Project

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the same within **120 calendar days**, unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the contract price of:

\$ 1,650,144.35

unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. AGREEMENT
- B. BID BOND
- C. PERFORMANCE BOND
- D. LABOR AND MATERIAL BOND

E. MAINTENANCE BOND

F. CHANGE ORDER (Pursuant to General Conditions, Section 9)

G. ADDENDA:

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

No. _____, dated _____, 20____.

H. ADVERTISEMENT

I. INSTRUCTIONS TO BIDDERS

J. BIDDER'S PROPOSAL

K. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

L. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

M. PLANS (As listed in Schedule of Drawings)

N. NOTICE OF AWARD

O. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original, on the date first above written.

**CONTRACT AGREEMENT BETWEEN THE CITY OF PONTIAC
AND CONTRACTOR**

MILL STREET RECONSTRUCTION PROJECT

CONTRACTOR: _____

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By: _____ Date _____
2) _____ Its: _____

CITY OF PONTIAC

WITNESSES:

DEPARTMENT OF PUBLIC WORKS

1) _____ By: _____ Date _____
2) _____ Its: DPW Administrator

WITNESSES:

DEPARTMENT OF FINANCE

1) _____ By: _____ Date _____
2) _____ Its: Director

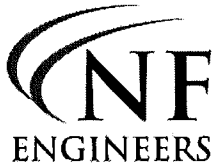
WITNESSES:

OFFICE OF THE MAYOR

1) _____ By: _____ Date _____
2) _____ Its: Mayor

Approved as to form:

By: _____
_____, City Attorney



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

February 15, 2022

Abdul Siddiqui, P.E., City Engineer
Department of Public Works
CITY OF PONTIAC
47450 Woodward Avenue
Pontiac, Michigan 48342

Project Name: Mill Street Reconstruction Project
City of Pontiac Project No.: R2201

Mr. Siddiqui,

We have completed our review of the bids submitted on February 7, 2022 for the above referenced project and have found them to be in order. There were five (5) bids received and the low bidder was Pamar Enterprises, Inc. of New Haven, Michigan. The project consists of the reconstruction of Mill Street between Water Street and Huron Street (M-59) in the City of Pontiac, Michigan, including removal of existing pavement and placement of 9-inch nonreinforced concrete pavement with integral curb, placement of 12-inch diameter water main, construction of new storm drains and drainage structures, sidewalks, drive approaches, street lighting, permanent signage, and pavement markings. This bid also included a bid alternate to substitute the nonreinforced concrete pavement with roller compacted concrete. Please see below for the list of final amounts for the base and alternate bids received from each bidder along with the engineer's opinion of probable cost. The City of Pontiac reserves the right to accept or reject any proposal, and to waive defects in proposals.

Bid Summary

1. Pamar Enterprises – Base Bid: \$1,622,250.70 – Bid with Alternate: \$1,650,144.35
 2. Great Lakes Contracting – Base Bid: \$1,699,896.46 – Bid with Alternate: \$1,740,903.46
 3. Mark Anthony Contracting – Base Bid: \$1,728,187.40 – Bid with Alternate: \$1,740,292.13
 4. F.D.M. Contracting – Base Bid: \$1,738,547.06 – No Bid Alternate Submitted
 5. Major Contracting Group – \$1,740,788.58 – Bid with Alternate: \$1,805,477.08
- Engineer's Opinion of Probable Cost – Base: \$1,394,157.25 – Base with Alternate: \$1,504,002.25

All five base bids received were higher than the opinion of probable cost but were within at least 7.31% of the low bidder.

The low bidder, Pamar, has completed work in recent years for the City of Pontiac of a similar nature, most notably the "2019 Local Street Improvement Project" which had a total contract value of \$2,264,119.38.

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

Abdul Siddiqui, PE, City Engineer
Mill Street Reconstruction Project
February 15, 2022
Page 2 of 2

Based on our past experience with this contractor, we feel that Pamar Enterprises, Inc. is the lowest responsive bidder and recommend that the City award the Mill Street Reconstruction Project to Pamar Enterprises as the prime contractor.

The bid alternate item included in this project is to utilize roller compacted concrete in lieu of nonreinforced concrete pavement with integral curb. Roller compacted concrete has the advantage of having a reduced cure time compared to traditional concrete paving methods; reducing the time required to open the paved surface to vehicular traffic down to 24 hours for emergency vehicles. For this project, limiting the impact to McLaren Hospital emergency access will have potential benefits to the health and safety of the community.

Should the City of Pontiac find that all documents included in the bid proposal are in order, Nowak and Fraus Engineers fully supports the award of the alternate bid scope (roller compacted concrete) for the Mill Street Reconstruction Project to Pamar Enterprises, Inc. of New Haven, Michigan in the amount of \$1,650,144.35 subject to all necessary bonds and insurances required by the contract are submitted to the City. Please note that \$483,422.90 in work related to the installation of water main will be the responsibility of the Oakland County Water Resources Commissioner.

If there are any questions regarding this review letter or if you would like to meet, please contact me at your convenience.

Respectfully,

Chad Findley, PE, PS
Managing Partner

Encl: Tabulation of Bids

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.
PONTIAC, MI 48342-5032

WWW.NOWAKFRAUS.COM

VOICE: 248.332.7931
FAX: 248.332.8257

TABULATION OF BIDS
Project No. R2201 - MillStreet Reconstruction Project
Client: City of Pontiac, Michigan

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48236

Project Name: R2201 - Mill Street Improvement Project
Bid Opening: February 7, 2022, 9:30 am

Engineer's Opinion of Cost:

Nowak & Fraus Engineers
46777 Woodward Ave.
Pontiac, MI 48236
Ph: 248-332-7931
Fax: 248-332-8257

Low Bidder:

Pamar Enterprises, Inc.
31604 Pamar Court
New Haven, MI 48048
Ph: 586-749-8593

| ITEM | QUANTITY | UNIT PRICE | AMOUNT |
|---------------|----------|--|----------------------------------|
| Part A | | | |
| 1100001 | 1 | Mobilization, Max. 10% | 1 LSUM \$135,000.00 \$135,000.00 |
| 2050030 | 2 | Machine Grading | 11.5 STA \$2,500.00 \$28,750.00 |
| 2040050 | 3 | Pavt, Rem | 3,751 SY \$7.00 \$26,257.00 |
| 5010005 | 4 | HMA Surface, Rem | 3,489 SY \$6.00 \$20,934.00 |
| 2040055 | 5 | Sidewalk, Rem | 1,486 SY \$12.00 \$17,832.00 |
| 2030011 | 6 | Dr Structure, Rem | 27 EA \$350.00 \$9,450.00 |
| 2030015 | 7 | Sewer, Rem, Less Than 24 Inch | 974 FT \$11.50 \$11,201.00 |
| 2050016 | 8 | Excavation, Earth | 1,000 CYD \$7.00 \$7,000.00 |
| 8100403 | 9 | Sign, Rem | 27 EA \$15.00 \$405.00 |
| 8030051 | 10 | Sidewalk, Clay Brick Paver, Rem | 488 SF \$5.00 \$2,440.00 |
| 2057021 | 11 | Subgrade Undercutting, Type IV | 500 CYD \$35.00 \$17,500.00 |
| 3060020 | 12 | Maintenance Gravel | 1,000 TON \$30.00 \$30,000.00 |
| 8187001 | 13 | Conduit, Rem, Modified | 2,200 FT \$1.00 \$2,200.00 |
| 8187002 | 14 | Cable, Rem, Modified | 2,200 FT \$1.00 \$2,200.00 |
| 3020020 | 15 | Aggregate Base, 8 Inch | 3,103 SY \$16.00 \$49,648.00 |
| 3020016 | 16 | Aggregate Base, 6 Inch | 203 SY \$12.50 \$2,537.50 |
| 2050023 | 17 | Granular Material, CI II | 346 CYD \$12.00 \$4,152.00 |
| 6020166 | 18 | Conc Pavt With Integral Curb, Nonreinf, 9 Inch | 3,103 SY \$60.00 \$186,180.00 |
| 8030044 | 19 | Sidewalk, Conc, 4 Inch | 11,703 SF \$5.50 \$64,366.50 |
| 8032002 | 20 | Curb Ramp, Conc, 6 Inch | 1,402 SF \$10.00 \$14,020.00 |
| 8010007 | 21 | Driveway, Nonreinf Conc, 8 Inch | 193 SY \$60.00 \$11,580.00 |
| 8020037 | 22 | Curb and Gutter, Conc, Det F3 | 64 FT \$25.00 \$1,600.00 |
| 8030010 | 23 | Detectable Warning Surface | 74 FT \$35.00 \$2,590.00 |
| 8030030 | 24 | Curb Ramp Opening, Conc | 74 FT \$30.00 \$2,220.00 |
| 4040073 | 25 | Underdrain, Subgrade, 6 Inch | 2,065 FT \$10.00 \$20,650.00 |
| 4030200 | 26 | Dr Structure, 24 Inch dia | 2 EA \$1,300.00 \$2,600.00 |
| 4030210 | 27 | Dr Structure, 48 Inch dia | 12 EA \$2,200.00 \$26,400.00 |
| 4030250 | 28 | Dr Structure, Add Depth of 48 Inch dia, 8 foot to 15 foot | 9 FT \$120.00 \$1,080.00 |
| 4030005 | 29 | Dr Structure Cover, Adj, Case 1 | 9 EA \$200.00 \$1,800.00 |
| 4030280 | 30 | Dr Structure Cover, Adj, Add Depth | 18 FT \$230.00 \$4,140.00 |
| 4030010 | 31 | Dr Structure Cover, Type B | 11 EA \$500.00 \$5,500.00 |
| 4030025 | 32 | Dr Structure Cover, Type D | 1 EA \$500.00 \$500.00 |
| 4030050 | 33 | Dr Structure Cover, Type K | 11 EA \$500.00 \$5,500.00 |
| 4027001 | 34 | Sewer, CI E, 10 Inch, Tr Det B | 27 FT \$35.00 \$945.00 |
| 4020600 | 35 | Sewer, CI E, 12 Inch, Tr Det B | 291 FT \$40.00 \$11,640.00 |
| 5010025 | 36 | Hand Patching | 61 TON \$110.00 \$6,710.00 |
| 6020207 | 37 | Joint, Expansion, E2 | 52 FT \$18.50 \$962.00 |
| 6020208 | 38 | Joint, Expansion, E3 | 197 FT \$20.00 \$3,940.00 |
| 6020200 | 39 | Joint, Contraction, Cp | 1,765 FT \$14.00 \$24,710.00 |
| 6020310 | 40 | Joint, Plane-of-Weakness W, Intersection | 115 FT \$3.00 \$345.00 |
| 6020250 | 41 | Joint, Contraction Cp, Intersection | 130 FT \$14.00 \$1,820.00 |
| 6030030 | 42 | Lane Tie, Epoxy Anchored | 1,000 EA \$2.00 \$2,000.00 |
| 2080020 | 43 | Erosion Control, Inlet Protection, Fabric Drop | 16 EA \$120.00 \$1,920.00 |
| 7107010 | 44 | Vault Roof Waterproofing | 550 SF \$25.00 \$13,750.00 |
| 7077010 | 45 | Vault Roof Decking System | 550 SF \$55.00 \$30,250.00 |
| 2067021 | 46 | Vault Abandon | 25 CYD \$100.00 \$2,500.00 |
| 8187003 | 47 | Conduit, DB, 1, 2 Inch | 2,070 FT \$8.00 \$16,560.00 |
| 8187004 | 48 | Conduit, DB, 2, 2 Inch | 2,070 FT \$8.00 \$16,560.00 |
| 8187005 | 49 | Conduit, DB, 3, 2 Inch | 40 FT \$8.00 \$320.00 |
| 8187006 | 50 | Conduit, Directional Bore, 2 Inch | 90 FT \$35.00 \$3,150.00 |
| 8182288 | 51 | Cable, Equipment Grounding Wire, 1/C#2 | 2,115 FT \$2.00 \$4,230.00 |
| 8182309 | 52 | Hh, Polymer Conc | 10 EA \$700.00 \$7,000.00 |
| 8187007 | 53 | Cable, St Ltg, 600V, 1, 1/C#6 & 1, #2 Neutral, Modified | 2,115 FT \$4.00 \$8,460.00 |
| 8190280 | 54 | Light Std Fdn, Rem | 3 EA \$275.00 \$825.00 |
| 8190279 | 55 | Light Std Fdn | 3 EA \$2,000.00 \$6,000.00 |
| 8190278 | 56 | Light Std Arm, Rem and Salv | 3 EA \$150.00 \$450.00 |
| 8190276 | 57 | Light Std Arm, Install Salv | 3 EA \$250.00 \$750.00 |
| 8190306 | 58 | Light Std Shaft, Rem and Salv | 3 EA \$150.00 \$450.00 |
| 8190301 | 59 | Light Std Shaft, Install Salv | 3 EA \$250.00 \$750.00 |
| 8190365 | 60 | Luminaire, Rem and Salv | 3 EA \$150.00 \$450.00 |
| 8190350 | 61 | Luminaire, Install Salv | 3 EA \$250.00 \$750.00 |
| 8120350 | 62 | Sign, Type B, Temp, Prismatic, Furn | 668 SF \$55.00 \$36,726.25 |
| 8120351 | 63 | Sign, Type B, Temp, Prismatic, Oper | 668 SF \$1.00 \$667.75 |
| 8120310 | 64 | Sign Cover | 2 EA \$25.00 \$50.00 |
| 8120130 | 65 | Lighted Arrow, Type B, Furn | 2 EA \$500.00 \$1,000.00 |
| 8120131 | 66 | Lighted Arrow, Type B, Oper | 2 EA \$1.00 \$2.00 |
| 8120252 | 67 | Plastic Drum, Fluorescent, Furn | 100 EA \$20.00 \$2,000.00 |
| 8120253 | 68 | Plastic Drum, Fluorescent, Oper | 100 EA \$1.00 \$100.00 |
| 8120012 | 69 | Barricade, Type III, High Intensity, Double Sided, Lighted, Furn | 20 EA \$95.00 \$1,900.00 |

| UNIT PRICE | AMOUNT |
|--------------|--------------|
| \$162,000.00 | \$162,000.00 |
| \$5,600.00 | \$64,400.00 |
| \$5.00 | \$18,755.00 |
| \$4.00 | \$13,956.00 |
| \$2.50 | \$3,715.00 |
| \$100.00 | \$2,700.00 |
| \$5.00 | \$4,870.00 |
| \$34.00 | \$34,000.00 |
| \$10.00 | \$270.00 |
| \$0.99 | \$483.12 |
| \$50.00 | \$25,000.00 |
| \$10.00 | \$10,000.00 |
| \$4.50 | \$9,900.00 |
| \$1.50 | \$3,300.00 |
| \$18.00 | \$55,854.00 |
| \$17.50 | \$3,552.50 |
| \$35.00 | \$12,110.00 |
| \$63.00 | \$195,489.00 |
| \$7.00 | \$81,921.00 |
| \$8.00 | \$11,216.00 |
| \$60.00 | \$11,580.00 |
| \$55.00 | \$3,520.00 |
| \$50.00 | \$3,700.00 |
| \$30.00 | \$2,220.00 |
| \$12.00 | \$24,780.00 |
| \$3,500.00 | \$7,000.00 |
| \$4,500.00 | \$54,000.00 |
| \$50.00 | \$450.00 |
| \$650.00 | \$5,850.00 |
| \$350.00 | \$6,300.00 |
| \$500.00 | \$5,500.00 |
| \$550.00 | \$550.00 |
| \$650.00 | \$7,150.00 |
| \$155.00 | \$4,185.00 |
| \$160.00 | \$46,560.00 |
| \$220.00 | \$13,420.00 |
| \$25.00 | \$1,300.00 |
| \$15.00 | \$2,955.00 |
| \$12.10 | \$21,356.50 |
| \$1.00 | \$115.00 |
| \$12.10 | \$1,573.00 |
| \$8.50 | \$8,500.00 |
| \$55.00 | \$880.00 |
| \$10.00 | \$5,500.00 |
| \$10.00 | \$2,500.00 |
| \$4.50 | \$9,315.00 |
| \$1.50 | \$3,105.00 |
| \$18.50 | \$740.00 |
| \$27.00 | \$2,430.00 |
| \$35.00 | \$74,025.00 |
| \$80.00 | \$800.00 |
| \$5.00 | \$10,575.00 |
| \$1,250.00 | \$3,750.00 |
| \$7.00 | \$21.00 |
| \$250.00 | \$750.00 |
| \$2,500.00 | \$7,500.00 |
| \$125.00 | \$375.00 |
| \$250.00 | \$750.00 |
| \$250.00 | \$750.00 |
| \$500.00 | \$1,500.00 |
| \$4.00 | \$2,672.00 |
| \$0.01 | \$6.68 |
| \$25.00 | \$50.00 |
| \$400.00 | \$800.00 |
| \$0.01 | \$0.02 |
| \$18.00 | \$1,800.00 |
| \$0.01 | \$1.00 |
| \$65.00 | \$1,300.00 |

| | | | | | | |
|------------------|----|--|--------|------|--------------|-------------|
| 8120013 | 70 | Barricade, Type III, High Intensity, Double Sided, Lighted, Oper | 20 | EA | \$1.00 | \$20.00 |
| 8120330 | 71 | Sign, Portable, Changeable Message, Furn | 3 | EA | \$2,000.00 | \$6,000.00 |
| 8120331 | 72 | Sign, Portable, Changeable Message, Oper | 3 | EA | \$1.00 | \$3.00 |
| 8100410 | 73 | Sign, Type IVA | 79 | SF | \$20.00 | \$1,580.00 |
| 8100411 | 74 | Sign, Type IVB | 108.25 | SF | \$20.00 | \$2,165.00 |
| 8100425 | 75 | Sign, Type VB | 6.75 | SF | \$25.00 | \$168.75 |
| 8100371 | 76 | Post, Steel, 3 LB | 217 | FT | \$7.00 | \$1,519.00 |
| 8100340 | 77 | Post Hole Through Conc for Steel Post | 14 | EA | \$7.00 | \$98.00 |
| 8120246 | 78 | Pavt Mrkg, Wet Reflective, Type R, Tape, 4 Inch, Yellow, Temp | 1,100 | FT | \$1.50 | \$1,650.00 |
| 8110307 | 79 | Rem Curing Compound, for Longit Mrkg, 4 Inch | 250 | FT | \$1.00 | \$250.00 |
| 8110321 | 80 | Rem Curing Compound, for Spec Mrkg | 610 | SF | \$2.00 | \$1,220.00 |
| 8110091 | 81 | Pavt Mrkg, Polyurea, 4 Inch White | 250 | FT | \$1.00 | \$250.00 |
| 8110092 | 82 | Pavt Mrkg, Polyurea, 4 Inch Yellow | 250 | FT | \$1.00 | \$250.00 |
| 8110110 | 83 | Pavt Mrkg, Polyurea, 12 Inch, Crosswalk | 414 | FT | \$5.50 | \$2,277.00 |
| 8110114 | 84 | Pavt Mrkg, Polyurea, 24 Inch, Stop Bar | 112 | FT | \$12.00 | \$1,344.00 |
| 8110412 | 85 | Pavt Mrkg, Polyurea, Rt Turn Arrow | 2 | EA | \$175.00 | \$350.00 |
| 8110405 | 86 | Pavt Mrkg, Polyurea, Lt Turn Arrow | 1 | EA | \$175.00 | \$175.00 |
| 8110343 | 87 | Rem Spec Mrkg | 85 | SF | \$2.00 | \$170.00 |
| 8120370 | 88 | Traf Regulator Control | 1 | LSUM | \$15,000.00 | \$15,000.00 |
| 8120170 | 89 | Minor Traf Devices | 1 | LSUM | \$15,000.00 | \$15,000.00 |
| 8167051 | 90 | Restoration | 1 | LSUM | \$7,500.00 | \$7,500.00 |
| Subtotal Part A: | | | | | \$985,865.75 | |

| | |
|------------------|----------------|
| \$0.01 | \$0.20 |
| \$3,000.00 | \$9,000.00 |
| \$0.01 | \$0.03 |
| \$18.00 | \$1,422.00 |
| \$18.00 | \$1,948.50 |
| \$18.00 | \$121.50 |
| \$8.00 | \$1,736.00 |
| \$50.00 | \$700.00 |
| \$2.05 | \$2,255.00 |
| \$0.65 | \$162.50 |
| \$2.55 | \$1,555.50 |
| \$2.50 | \$625.00 |
| \$2.50 | \$625.00 |
| \$5.50 | \$2,277.00 |
| \$10.50 | \$1,176.00 |
| \$185.00 | \$370.00 |
| \$185.00 | \$185.00 |
| \$2.55 | \$216.75 |
| \$15,000.00 | \$15,000.00 |
| \$15,000.00 | \$15,000.00 |
| \$1,000.00 | \$1,000.00 |
| Subtotal Part A: | \$1,138,827.80 |

| ITEM | | | QUANTITY | | UNIT PRICE | AMOUNT |
|------------------|-----|--------------------------------------|----------|-----|-------------|--------------|
| Part B | | | | | | |
| 8230134 | 91 | Water Main, 12 Inch, Cut and Plug | 3 | EA | \$800.00 | \$2,400.00 |
| 8230131 | 92 | Water Main, 6 Inch, Cut and Plug | 2 | EA | \$800.00 | \$1,600.00 |
| 8230091 | 93 | Hydrant, Rem | 2 | EA | \$750.00 | \$1,500.00 |
| 8237051 | 94 | Gate Well, Rem | 3 | EA | \$750.00 | \$2,250.00 |
| 8237052 | 95 | Water Service, Cut and Plug | 2 | EA | \$750.00 | \$1,500.00 |
| 8237001 | 96 | Water Main, Rem | 184 | FT | \$100.00 | \$18,400.00 |
| 8230166 | 97 | Water Main, DI, 12 Inch, Tr Det G | 1,208 | FT | \$200.00 | \$241,600.00 |
| 8230156 | 98 | Water Main, DI, 8 Inch, Tr Det G | 5 | FT | \$150.00 | \$750.00 |
| 8230151 | 99 | Water Main, DI, 6 Inch, Tr Det G | 112 | FT | \$125.00 | \$14,000.00 |
| 8230440 | 100 | Polyethylene Encasement | 1,473 | FT | \$2.00 | \$2,946.00 |
| 8230040 | 101 | Fire Hydrant | 3 | EA | \$2,500.00 | \$7,500.00 |
| 8237052 | 102 | Water Main Connection | 4 | EA | \$1,500.00 | \$6,000.00 |
| 8230240 | 103 | Water Serv | 4 | EA | \$1,000.00 | \$4,000.00 |
| 8230054 | 104 | Gate Valve and Box, 12 Inch | 5 | EA | \$2,500.00 | \$12,500.00 |
| 8230052 | 105 | Gate Valve and Box, 8 Inch | 1 | EA | \$2,000.00 | \$2,000.00 |
| 8230051 | 106 | Gate Valve and Box, 6 Inch | 3 | EA | \$1,500.00 | \$4,500.00 |
| 8237050 | 107 | Insertion Valve and Box, 12 Inch | 4 | EA | \$12,500.00 | \$50,000.00 |
| 5010005 | 108 | HMA Surface, Rem | 321 | SY | \$6.00 | \$1,926.00 |
| 2040050 | 109 | Pavt, Rem | 321 | SY | \$7.00 | \$2,247.00 |
| 3020016 | 110 | Aggregate Base, 6 Inch | 321 | SY | \$12.50 | \$4,012.50 |
| 6020106 | 111 | Conc Pavt, Nonreinf, 9 Inch | 321 | SY | \$60.00 | \$19,260.00 |
| 5010025 | 112 | Hand Patching | 40 | TON | \$110.00 | \$4,400.00 |
| 8120190 | 113 | Part Width Intersection Construction | 2 | EA | \$1,500.00 | \$3,000.00 |
| Subtotal Part B: | | | | | | \$408,291.50 |

| | |
|------------------|--------------|
| \$1,900.00 | \$5,700.00 |
| \$1,100.00 | \$2,200.00 |
| \$550.00 | \$1,100.00 |
| \$650.00 | \$1,950.00 |
| \$550.00 | \$1,100.00 |
| \$20.00 | \$3,680.00 |
| \$201.00 | \$242,808.00 |
| \$170.00 | \$850.00 |
| \$160.00 | \$17,920.00 |
| \$0.80 | \$1,178.40 |
| \$6,500.00 | \$19,500.00 |
| \$4,500.00 | \$18,000.00 |
| \$2,500.00 | \$10,000.00 |
| \$3,000.00 | \$15,000.00 |
| \$1,900.00 | \$1,900.00 |
| \$1,500.00 | \$4,500.00 |
| \$17,500.00 | \$70,000.00 |
| \$4.00 | \$1,284.00 |
| \$5.00 | \$1,605.00 |
| \$17.50 | \$5,617.50 |
| \$130.00 | \$41,730.00 |
| \$220.00 | \$8,800.00 |
| \$3,500.00 | \$7,000.00 |
| Subtotal Part B: | \$483,422.90 |

| BID ALTERNATE ITEMS (OPTIONAL) | | | QUANTITY | | UNIT PRICE | | AMOUNT | |
|--------------------------------|-----|-------------------------------------|----------|----|--------------|--------------|--------|--|
| 6027011 | 114 | Compacted Concrete Pavement, 9 Inch | 2,752 | SY | \$100.00 | \$275,200.00 | | |
| 8020038 | 115 | Curb and Gutter, Conc, Det F4 | 2,227 | FT | \$25.00 | \$55,675.00 | | |
| 6020200 | 116 | Joint, Contraction, Cp | 1,765 | FT | \$14.00 | \$24,710.00 | | |
| 6020211 | 117 | Joint, Plane-of-Weakness, W | 3,165 | FT | \$3.00 | \$9,495.00 | | |
| 6020208 | 118 | Joint, Expansion, E3 | 197 | FT | \$20.00 | \$3,940.00 | | |
| Subtotal Bid-Alternate: | | | | | \$369,020.00 | | | |

| | | |
|-------------------------|---------|-----------------------|
| Base Bid Total: | | <u>\$1,622,250.70</u> |
| | | |
| | \$67.00 | \$184,384.00 |
| | \$25.00 | \$55,675.00 |
| | \$0.01 | \$17.65 |
| | \$1.50 | \$4,747.50 |
| | \$15.00 | \$2,955.00 |
| Subtotal Bid-Alternate: | | \$247,779.15 |

Note: Items in red have been corrected by the engineer.

Great Lakes Contracting Solutions
2300 Edinburgh Rd.
Waterford, MI 48328
Ph: 313-962-0400

Mark Anthony Contracting, Inc.
4844 Old Plank Rd.
Milford, MI 48381
Ph: 248-606-7727

| ITEM | | | | QUANTITY | | UNIT PRICE | | AMOUNT | | UNIT PRICE | | AMOUNT | |
|---------|----|--|--|----------|------|------------|--------------|--------------|--|-------------|--------------|--------|--|
| Part A | | | | | | | | | | | | | |
| 1100001 | 1 | Mobilization, Max. 10% | | 1 | LSUM | | \$115,000.00 | \$115,000.00 | | \$64,447.35 | \$64,447.35 | | |
| 2050030 | 2 | Machine Grading | | 11.5 | STA | | \$3,340.00 | \$38,410.00 | | \$2,866.16 | \$32,960.84 | | |
| 2040050 | 3 | Pavt, Rem | | 3,751 | SY | | \$8.90 | \$33,383.90 | | \$13.27 | \$49,775.77 | | |
| 5010005 | 4 | HMA Surface, Rem | | 3,489 | SY | | \$5.00 | \$17,445.00 | | \$4.47 | \$15,595.83 | | |
| 2040055 | 5 | Sidewalk, Rem | | 1,486 | 5Y | | \$9.00 | \$13,374.00 | | \$9.34 | \$13,879.24 | | |
| 2030011 | 6 | Dr Structure, Rem | | 27 | EA | | \$775.00 | \$20,925.00 | | \$10.65 | \$287.55 | | |
| 2030015 | 7 | Sewer, Rem, Less Than 24 Inch | | 974 | FT | | \$15.00 | \$14,610.00 | | \$12.85 | \$12,515.90 | | |
| 2050016 | 8 | Excavation, Earth | | 1,000 | CYD | | \$27.60 | \$27,600.00 | | \$29.19 | \$29,190.00 | | |
| 8100403 | 9 | Sign, Rem | | 27 | EA | | \$11.00 | \$297.00 | | \$10.65 | \$287.55 | | |
| 8030051 | 10 | Sidewalk, Clay Brick Paver, Rem | | 488 | SF | | \$2.75 | \$1,342.00 | | \$3.06 | \$1,493.28 | | |
| 2057021 | 11 | Subgrade Undercutting, Type IV | | 500 | CYD | | \$40.00 | \$20,000.00 | | \$62.16 | \$31,080.00 | | |
| 3060020 | 12 | Maintenance Gravel | | 1,000 | TON | | \$31.20 | \$31,200.00 | | \$33.40 | \$33,400.00 | | |
| 8187001 | 13 | Conduit, Rem, Modified | | 2,200 | FT | | \$3.81 | \$8,382.00 | | \$4.79 | \$10,538.00 | | |
| 8187002 | 14 | Cable, Rem, Modified | | 2,200 | FT | | \$2.03 | \$4,466.00 | | \$1.60 | \$3,520.00 | | |
| 3020020 | 15 | Aggregate Base, 8 Inch | | 3,103 | SY | | \$13.00 | \$40,339.00 | | \$11.43 | \$35,467.29 | | |
| 3020016 | 16 | Aggregate Base, 6 Inch | | 203 | SY | | \$9.95 | \$2,019.85 | | \$10.95 | \$2,222.85 | | |
| 2050023 | 17 | Granular Material, CI II | | 346 | CYD | | \$47.25 | \$16,348.50 | | \$46.34 | \$16,033.64 | | |
| 6020166 | 18 | Conc Pavt With Integral Curb, Nonreinf, 9 Inch | | 3,103 | SY | | \$69.00 | \$214,107.00 | | \$67.46 | \$209,328.38 | | |
| 8030044 | 19 | Sidewalk, Conc, 4 Inch | | 11,703 | SF | | \$5.65 | \$66,121.95 | | \$6.16 | \$72,090.48 | | |
| 8032002 | 20 | Curb Ramp, Conc, 6 Inch | | 1,402 | SF | | \$8.90 | \$12,477.80 | | \$6.60 | \$9,253.20 | | |
| 8010007 | 21 | Driveway, Nonreinf Conc, 8 Inch | | 193 | SY | | \$62.10 | \$11,985.30 | | \$69.14 | \$13,344.02 | | |
| 8020037 | 22 | Curb and Gutter, Conc, Det F3 | | 64 | FT | | \$23.00 | \$1,472.00 | | \$36.23 | \$2,318.72 | | |
| 8030010 | 23 | Detectable Warning Surface | | 74 | FT | | \$40.00 | \$2,960.00 | | \$30.55 | \$2,260.70 | | |
| 8030030 | 24 | Curb Ramp Opening, Conc | | 74 | FT | | \$23.00 | \$1,702.00 | | \$18.85 | \$1,394.90 | | |
| 4040073 | 25 | Underdrain, Subgrade, 6 Inch | | 2,065 | FT | | \$11.50 | \$23,747.50 | | \$18.69 | \$38,594.85 | | |
| 4030200 | 26 | Dr Structure, 24 Inch dia | | 2 | EA | | \$1,500.00 | \$3,000.00 | | \$1,833.32 | \$3,666.64 | | |
| 4030210 | 27 | Dr Structure, 48 Inch dia | | 12 | EA | | \$3,500.00 | \$42,000.00 | | \$2,862.05 | \$34,344.60 | | |
| 4030250 | 28 | Dr Structure, Add Depth of 48 Inch dia, 8 foot to 15 foot | | 9 | FT | | \$350.00 | \$3,150.00 | | \$2,763.48 | \$24,871.32 | | |
| 4030005 | 29 | Dr Structure Cover, Adj, Case 1 | | 9 | EA | | \$475.00 | \$4,275.00 | | \$237.52 | \$2,137.68 | | |
| 4030280 | 30 | Dr Structure Cover, Adj, Add Depth | | 18 | FT | | \$250.00 | \$4,500.00 | | \$185.36 | \$3,336.48 | | |
| 4030010 | 31 | Dr Structure Cover, Type B | | 11 | EA | | \$500.00 | \$5,500.00 | | \$589.23 | \$6,481.53 | | |
| 4030025 | 32 | Dr Structure Cover, Type D | | 1 | EA | | \$675.00 | \$675.00 | | \$769.73 | \$769.73 | | |
| 4030050 | 33 | Dr Structure Cover, Type K | | 11 | EA | | \$775.00 | \$8,525.00 | | \$863.30 | \$9,496.30 | | |
| 4027001 | 34 | Sewer, CI E, 10 Inch, Tr Det B | | 27 | FT | | \$75.70 | \$2,043.90 | | \$136.00 | \$3,672.00 | | |
| 4020600 | 35 | Sewer, CI E, 12 Inch, Tr Det B | | 291 | FT | | \$117.30 | \$34,134.30 | | \$135.45 | \$39,415.95 | | |
| 5010025 | 36 | Hand Patching | | 61 | TON | | \$223.30 | \$13,621.30 | | \$439.85 | \$26,830.85 | | |
| 6020207 | 37 | Joint, Expansion, E2 | | 52 | FT | | \$24.00 | \$1,248.00 | | \$26.52 | \$1,379.04 | | |
| 6020208 | 38 | Joint, Expansion, E3 | | 197 | FT | | \$7.50 | \$1,477.50 | | \$9.29 | \$1,830.13 | | |
| 6020200 | 39 | Joint, Contraction, Cp | | 1,765 | FT | | \$13.50 | \$23,827.50 | | \$12.98 | \$22,909.70 | | |
| 6020310 | 40 | Joint, Plane-of-Weakness W, Intersection | | 115 | FT | | \$2.25 | \$258.75 | | \$1.10 | \$126.50 | | |
| 6020250 | 41 | Joint, Contraction Cp, Intersection | | 130 | FT | | \$12.70 | \$1,651.00 | | \$14.32 | \$1,861.60 | | |
| 6030030 | 42 | Lane Tie, Epoxy Anchored | | 1,000 | EA | | \$6.50 | \$6,500.00 | | \$10.07 | \$10,070.00 | | |
| 2080020 | 43 | Erosion Control, Inlet Protection, Fabric Drop | | 16 | EA | | \$150.00 | \$2,400.00 | | \$75.95 | \$1,215.20 | | |
| 7107010 | 44 | Vault Roof Waterproofing | | 550 | SF | | \$20.00 | \$11,000.00 | | \$31.42 | \$17,281.00 | | |
| 7077010 | 45 | Vault Roof Decking System | | 550 | SF | | \$40.00 | \$22,000.00 | | \$6.28 | \$3,454.00 | | |
| 2067021 | 46 | Vault Abandon | | 25 | CYD | | \$675.00 | \$16,875.00 | | \$439.85 | \$10,996.25 | | |
| 8187003 | 47 | Conduit, DB, 1, 2 Inch | | 2,070 | FT | | \$20.30 | \$42,021.00 | | \$19.70 | \$40,779.00 | | |
| 8187004 | 48 | Conduit, DB, 2, 2 Inch | | 2,070 | FT | | \$35.55 | \$73,588.50 | | \$28.76 | \$59,533.20 | | |
| 8187005 | 49 | Conduit, DB, 3, 2 Inch | | 40 | FT | | \$50.75 | \$2,030.00 | | \$37.28 | \$1,491.20 | | |
| 8187006 | 50 | Conduit, Directional Bore, 2 Inch | | 90 | FT | | \$30.45 | \$2,740.50 | | \$85.20 | \$7,668.00 | | |
| 8182288 | 51 | Cable, Equipment Grounding Wire, 1/CH2 | | 2,115 | FT | | \$3.05 | \$6,450.75 | | \$5.33 | \$11,272.95 | | |
| 8182309 | 52 | Hh, Polymer Conc | | 10 | EA | | \$913.50 | \$9,135.00 | | \$1,331.25 | \$13,312.50 | | |
| 8187007 | 53 | Cable, St Ltg, 600V, 1, 1/CH6 & 1, #2 Neutral, Modified | | 2,115 | FT | | \$5.08 | \$10,744.20 | | \$7.46 | \$15,777.90 | | |
| 8190280 | 54 | Light Std Fdn, Rem | | 3 | EA | | \$203.00 | \$609.00 | | \$266.25 | \$798.75 | | |
| 8190279 | 55 | Light Std Fdn | | 3 | EA | | \$2,030.00 | \$6,090.00 | | \$2,662.50 | \$7,987.50 | | |
| 8190278 | 56 | Light Std Arm, Rem and Salv | | 3 | EA | | \$81.20 | \$243.60 | | \$133.13 | \$399.39 | | |
| 8190276 | 57 | Light Std Arm, Install Salv | | 3 | EA | | \$101.50 | \$304.50 | | \$266.25 | \$798.75 | | |
| 8190306 | 58 | Light Std Shaft, Rem and Salv | | 3 | EA | | \$121.80 | \$365.40 | | \$266.25 | \$798.75 | | |
| 8190301 | 59 | Light Std Shaft, Install Salv | | 3 | EA | | \$812.00 | \$2,436.00 | | \$532.50 | \$1,597.50 | | |
| 8190365 | 60 | Luminaire, Rem and Salv | | 3 | EA | | \$40.60 | \$121.80 | | \$53.25 | \$159.75 | | |
| 8190350 | 61 | Luminaire, Install Salv | | 3 | EA | | \$610.00 | \$1,830.00 | | \$133.13 | \$399.39 | | |
| 8120350 | 62 | Sign, Type B, Temp, Prismatic, Furn | | 668 | SF | | \$4.10 | \$2,738.80 | | \$4.26 | \$2,845.68 | | |
| 8120351 | 63 | Sign, Type B, Temp, Prismatic, Oper | | 668 | SF | | \$0.01 | \$6.68 | | \$0.01 | \$6.68 | | |
| 8120310 | 64 | Sign Cover | | 2 | EA | | \$25.40 | \$50.80 | | \$26.63 | \$53.26 | | |
| 8120130 | 65 | Lighted Arrow, Type B, Furn | | 2 | EA | | \$406.00 | \$812.00 | | \$426.00 | \$852.00 | | |
| 8120131 | 66 | Lighted Arrow, Type B, Oper | | 2 | EA | | \$0.01 | \$0.02 | | \$0.01 | \$0.02 | | |
| 8120252 | 67 | Plastic Drum, Fluorescent, Furn | | 100 | EA | | \$18.30 | \$1,830.00 | | \$19.17 | \$1,917.00 | | |
| 8120253 | 68 | Plastic Drum, Fluorescent, Oper | | 100 | EA | | \$0.01 | \$1.00 | | \$0.01 | \$1.00 | | |
| 8120012 | 69 | Barricade, Type III, High Intensity, Double Sided, Lighted, Furn | | 20 | EA | | \$66.00 | \$1,320.00 | | \$69.23 | \$1,384.60 | | |
| 8120013 | 70 | Barricade, Type III, High Intensity, Double Sided, Lighted, Oper | | 20 | EA | | \$0.01 | \$0.20 | | \$0.01 | \$0.20 | | |
| 8120330 | 71 | Sign, Portable, Changeable Message, Furn | | 3 | EA | | \$3,045.00 | \$9,135.00 | | \$3,195.00 | \$9,585.00 | | |
| 8120331 | 72 | Sign, Portable, Changeable Message, Oper | | 3 | EA | | \$0.01 | \$0.03 | | \$0.01 | \$0.03 | | |

| | | | | | | | | |
|---------------------------------------|-----|---|--------|------|-------------------------|----------------|-------------------------|----------------|
| 8100410 | 73 | Sign, Type IVA | 79 | SF | \$18.27 | \$1,443.33 | \$19.17 | \$1,514.43 |
| 8100411 | 74 | Sign, Type IVB | 108.25 | SF | \$18.27 | \$1,977.73 | \$19.17 | \$2,075.15 |
| 8100425 | 75 | Sign, Type VB | 6.75 | SF | \$18.27 | \$123.32 | \$19.17 | \$129.40 |
| 8100371 | 76 | Post, Steel, 3 LB | 217 | FT | \$8.20 | \$1,779.40 | \$8.52 | \$1,848.84 |
| 8100340 | 77 | Post Hole Through Conc for Steel Post | 14 | EA | \$50.75 | \$710.50 | \$53.25 | \$745.50 |
| 8120246 | 78 | Pavt Mrkg, Wet Reflective, Type R, Tape, 4 Inch, Yellow, Temp | 1,100 | FT | \$2.08 | \$2,288.00 | \$2.18 | \$2,398.00 |
| 8110307 | 79 | Rem Curling Compound, for Longit Mrkg, 4 Inch | 250 | FT | \$0.66 | \$165.00 | \$0.69 | \$172.50 |
| 8110321 | 80 | Rem Curling Compound, for Spec Mrkg | 610 | SF | \$2.60 | \$1,586.00 | \$2.72 | \$1,659.20 |
| 8110091 | 81 | Pavt Mrkg, Polyurea, 4 Inch White | 250 | FT | \$2.55 | \$637.50 | \$2.66 | \$665.00 |
| 8110092 | 82 | Pavt Mrkg, Polyurea, 4 Inch Yellow | 250 | FT | \$2.55 | \$637.50 | \$2.66 | \$665.00 |
| 8110110 | 83 | Pavt Mrkg, Polyurea, 12 Inch, Crosswalk | 414 | FT | \$5.60 | \$2,318.40 | \$5.86 | \$2,426.04 |
| 8110114 | 84 | Pavt Mrkg, Polyurea, 24 Inch, Stop Bar | 112 | FT | \$10.70 | \$1,198.40 | \$11.18 | \$1,252.16 |
| 8110412 | 85 | Pavt Mrkg, Polyurea, Rt Turn Arrow | 2 | EA | \$187.80 | \$375.60 | \$197.03 | \$394.06 |
| 8110405 | 86 | Pavt Mrkg, Polyurea, Lt Turn Arrow | 1 | EA | \$187.80 | \$187.80 | \$197.03 | \$197.03 |
| 8110343 | 87 | Rem Spec Mrkg | 85 | SF | \$2.60 | \$221.00 | \$2.72 | \$231.20 |
| 8120370 | 88 | Traf Regulator Control | 1 | LSUM | \$10,000.00 | \$10,000.00 | \$18,018.56 | \$18,018.56 |
| 8120170 | 89 | Minor Traf Devices | 1 | LSUM | \$18,000.00 | \$18,000.00 | \$15,743.94 | \$15,743.94 |
| 8167051 | 90 | Restoration | 1 | LSUM | \$7,500.00 | \$7,500.00 | \$9,425.25 | \$9,425.25 |
| | | | | | Subtotal Part A: | \$1,174,132.31 | Subtotal Part A: | \$1,166,408.10 |
| ITEM | | | | | QUANTITY | | | |
| Part B | | | | | | | | |
| 8230134 | 91 | Water Main, 12 Inch, Cut and Plug | 3 | EA | \$2,030.00 | \$6,090.00 | \$2,130.00 | \$6,390.00 |
| 8230131 | 92 | Water Main, 6 Inch, Cut and Plug | 2 | EA | \$1,015.00 | \$2,030.00 | \$1,065.00 | \$2,130.00 |
| 8230091 | 93 | Hydrant, Rem | 2 | EA | \$812.00 | \$1,624.00 | \$852.00 | \$1,704.00 |
| 8237051 | 94 | Gate Well, Rem | 3 | EA | \$812.00 | \$2,436.00 | \$852.00 | \$2,556.00 |
| 8237052 | 95 | Water Service, Cut and Plug | 2 | EA | \$812.00 | \$1,624.00 | \$852.00 | \$1,704.00 |
| 8237001 | 96 | Water Main, Rem | 184 | FT | \$30.45 | \$5,602.80 | \$31.95 | \$5,878.80 |
| 8230166 | 97 | Water Main, DI, 12 Inch, Tr Det G | 1,208 | FT | \$201.00 | \$242,808.00 | \$210.87 | \$254,730.96 |
| 8230156 | 98 | Water Main, DI, 8 Inch, Tr Det G | 5 | FT | \$190.85 | \$954.25 | \$200.22 | \$1,001.10 |
| 8230151 | 99 | Water Main, DI, 6 Inch, Tr Det G | 112 | FT | \$170.55 | \$19,101.60 | \$178.92 | \$20,039.04 |
| 8230440 | 100 | Polyethylene Encasement | 1,473 | FT | \$2.05 | \$3,019.65 | \$2.13 | \$3,137.49 |
| 8230040 | 101 | Fire Hydrant | 3 | EA | \$7,714.00 | \$23,142.00 | \$8,094.00 | \$24,282.00 |
| 8237052 | 102 | Water Main Connection | 4 | EA | \$12,687.50 | \$50,750.00 | \$13,312.50 | \$53,250.00 |
| 8230240 | 103 | Water Serv | 4 | EA | \$6,597.50 | \$26,390.00 | \$6,922.50 | \$27,690.00 |
| 8230054 | 104 | Gate Valve and Box, 12 Inch | 5 | EA | \$4,567.50 | \$22,837.50 | \$4,792.50 | \$23,962.50 |
| 8230052 | 105 | Gate Valve and Box, 8 Inch | 1 | EA | \$2,842.00 | \$2,842.00 | \$2,982.00 | \$2,982.00 |
| 8230051 | 106 | Gate Valve and Box, 6 Inch | 3 | EA | \$1,928.50 | \$5,785.50 | \$2,023.50 | \$6,070.50 |
| 8237050 | 107 | Insertion Valve and Box, 12 Inch | 4 | EA | \$16,747.50 | \$66,990.00 | \$17,572.50 | \$70,290.00 |
| 5010005 | 108 | HMA Surface, Rem | 321 | SY | \$5.00 | \$1,605.00 | \$4.47 | \$1,434.87 |
| 2040050 | 109 | Pavt, Rem | 321 | SY | \$8.90 | \$2,856.90 | \$13.27 | \$4,259.67 |
| 3020016 | 110 | Aggregate Base, 6 Inch | 321 | SY | \$9.95 | \$3,193.95 | \$10.98 | \$3,524.58 |
| 6020106 | 111 | Conc Pavt, Nonreinf, 9 Inch | 321 | SY | \$69.00 | \$22,149.00 | \$72.89 | \$23,397.69 |
| 5010025 | 112 | Hand Patching | 40 | TON | \$223.30 | \$8,932.00 | \$439.85 | \$17,594.00 |
| 8120190 | 113 | Part Width Intersection Construction | 2 | EA | \$1,500.00 | \$3,000.00 | \$1,885.05 | \$3,770.10 |
| | | | | | Subtotal Part B: | \$525,764.15 | Subtotal Part B: | \$561,779.30 |
| | | | | | Base Bid Total: | \$1,699,896.46 | Base Bid Total: | \$1,728,187.40 |
| BID ALTERNATE ITEMS (OPTIONAL) | | | | | QUANTITY | | | |
| 6027011 | 114 | Compacted Concrete Pavement, 9 Inch | 2,752 | SY | \$72.00 | \$198,144.00 | \$59.60 | \$164,019.20 |
| 8020038 | 115 | Curb and Gutter, Conc, Det F4 | 2,227 | FT | \$22.50 | \$50,107.50 | \$33.93 | \$75,562.11 |
| 6020200 | 116 | Joint, Contraction, Cp | 1,765 | FT | \$13.50 | \$23,827.50 | \$0.01 | \$17.65 |
| 6020211 | 117 | Joint, Plane-of-Weakness, W | 3,165 | FT | \$2.25 | \$7,121.25 | \$1.10 | \$3,481.50 |
| 6020208 | 118 | Joint, Expansion, E3 | 197 | FT | \$7.50 | \$1,477.50 | \$16.34 | \$3,218.98 |
| | | | | | Subtotal Bid-Alternate: | \$280,677.75 | Subtotal Bid-Alternate: | \$246,299.44 |

Note: Items in red have been corrected by the engineer.

F.D.M. Contracting, Inc.
49156 Van Dyke
Shelby Township, MI 48317
Ph: 586-786-9220

Major Contracting Group, Inc.
12222 Greenfield Rd.
Detroit, MI 48227
Ph: 313-220-6560

| ITEM | | | | QUANTITY | | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
|---------|----|--|--|----------|------|--------------|--------------|--------------|--------------|
| Part A | | | | | | | | | |
| 1100001 | 1 | Mobilization, Max. 10% | | 1 | LSUM | \$140,000.00 | \$140,000.00 | \$150,000.00 | \$150,000.00 |
| 2050030 | 2 | Machine Grading | | 11.5 | STA | \$4,600.00 | \$52,900.00 | \$2,000.00 | \$23,000.00 |
| 2040050 | 3 | Pavt, Rem | | 3,751 | SY | \$10.00 | \$37,510.00 | \$14.00 | \$52,514.00 |
| 5010005 | 4 | HMA Surface, Rem | | 3,489 | SY | \$4.00 | \$13,956.00 | \$4.34 | \$15,142.26 |
| 2040055 | 5 | Sidewalk, Rem | | 1,486 | SY | \$8.00 | \$11,888.00 | \$14.00 | \$20,804.00 |
| 2030011 | 6 | Dr Structure, Rem | | 27 | EA | \$300.00 | \$8,100.00 | \$600.00 | \$16,200.00 |
| 2030015 | 7 | Sewer, Rem, Less Than 24 Inch | | 974 | FT | \$25.00 | \$24,350.00 | \$42.00 | \$40,908.00 |
| 2050016 | 8 | Excavation, Earth | | 1,000 | CYD | \$35.00 | \$35,000.00 | \$16.00 | \$16,000.00 |
| 8100403 | 9 | Sign, Rem | | 27 | EA | \$50.00 | \$1,350.00 | \$10.00 | \$270.00 |
| 8030051 | 10 | Sidewalk, Clay Brick Paver, Rem | | 488 | SF | \$4.00 | \$1,952.00 | \$6.00 | \$2,928.00 |
| 2057021 | 11 | Subgrade Undercutting, Type IV | | 500 | CYD | \$35.00 | \$17,500.00 | \$42.00 | \$21,000.00 |
| 3060020 | 12 | Maintenance Gravel | | 1,000 | TON | \$30.00 | \$30,000.00 | \$21.00 | \$21,000.00 |
| 8187001 | 13 | Conduit, Rem, Modified | | 2,200 | FT | \$3.75 | \$8,250.00 | \$4.50 | \$9,900.00 |
| 8187002 | 14 | Cable, Rem, Modified | | 2,200 | FT | \$2.00 | \$4,400.00 | \$1.50 | \$3,300.00 |
| 3020020 | 15 | Aggregate Base, 8 Inch | | 3,103 | SY | \$13.50 | \$41,890.50 | \$14.00 | \$43,442.00 |
| 3020016 | 16 | Aggregate Base, 6 Inch | | 203 | SY | \$14.50 | \$2,943.50 | \$12.00 | \$2,436.00 |
| 2050023 | 17 | Granular Material, Cl II | | 346 | CYD | \$19.50 | \$6,747.00 | \$42.00 | \$14,532.00 |
| 6020166 | 18 | Conc Pavt With Integral Curb, Nonreinf, 9 Inch | | 3,103 | SY | \$59.00 | \$183,077.00 | \$80.00 | \$248,240.00 |
| 8030044 | 19 | Sidewalk, Conc, 4 Inch | | 11,703 | SF | \$3.90 | \$45,641.70 | \$6.00 | \$70,218.00 |
| 8032002 | 20 | Curb Ramp, Conc, 6 Inch | | 1,402 | SF | \$4.60 | \$6,449.20 | \$12.00 | \$16,824.00 |
| 8010007 | 21 | Driveway, Nonreinf Conc, 8 Inch | | 193 | SY | \$60.00 | \$11,580.00 | \$74.00 | \$14,282.00 |
| 8020037 | 22 | Curb and Gutter, Conc, Det F3 | | 64 | FT | \$26.00 | \$1,664.00 | \$40.00 | \$2,560.00 |
| 8030010 | 23 | Detectable Warning Surface | | 74 | FT | \$30.00 | \$2,220.00 | \$40.00 | \$2,960.00 |
| 8030030 | 24 | Curb Ramp Opening, Conc | | 74 | FT | \$26.00 | \$1,924.00 | \$42.00 | \$3,108.00 |
| 4040073 | 25 | Underdrain, Subgrade, 6 Inch | | 2,065 | FT | \$15.00 | \$30,975.00 | \$14.00 | \$28,910.00 |
| 4030200 | 26 | Dr Structure, 24 Inch dia | | 2 | EA | \$2,900.00 | \$5,800.00 | \$3,400.00 | \$6,800.00 |
| 4030210 | 27 | Dr Structure, 48 Inch dia | | 12 | EA | \$6,800.00 | \$81,600.00 | \$4,000.00 | \$48,000.00 |
| 4030250 | 28 | Dr Structure, Add Depth of 48 Inch dia, 8 foot to 15 foot | | 9 | FT | \$400.00 | \$3,600.00 | \$600.00 | \$5,400.00 |
| 4030005 | 29 | Dr Structure Cover, Adj, Case 1 | | 9 | EA | \$700.00 | \$6,300.00 | \$500.00 | \$4,500.00 |
| 4030280 | 30 | Dr Structure Cover, Adj, Add Depth | | 18 | FT | \$400.00 | \$7,200.00 | \$350.00 | \$6,300.00 |
| 4030010 | 31 | Dr Structure Cover, Type B | | 11 | EA | \$700.00 | \$7,700.00 | \$500.00 | \$5,500.00 |
| 4030025 | 32 | Dr Structure Cover, Type D | | 1 | EA | \$750.00 | \$750.00 | \$650.00 | \$650.00 |
| 4030050 | 33 | Dr Structure Cover, Type K | | 11 | EA | \$850.00 | \$9,350.00 | \$700.00 | \$7,700.00 |
| 4027001 | 34 | Sewer, Cl E, 10 Inch, Tr Det B | | 27 | FT | \$95.00 | \$2,565.00 | \$150.00 | \$4,050.00 |
| 4020600 | 35 | Sewer, Cl E, 12 Inch, Tr Det B | | 291 | FT | \$95.00 | \$27,645.00 | \$160.00 | \$46,560.00 |
| 5010025 | 36 | Hand Patching | | 61 | TON | \$350.00 | \$21,350.00 | \$250.00 | \$15,250.00 |
| 6020207 | 37 | Joint, Expansion, E2 | | 52 | FT | \$15.00 | \$780.00 | \$21.00 | \$1,092.00 |
| 6020208 | 38 | Joint, Expansion, E3 | | 197 | FT | \$15.00 | \$2,955.00 | \$12.00 | \$2,364.00 |
| 6020200 | 39 | Joint, Contraction, Cp | | 1,765 | FT | \$1.00 | \$1,765.00 | \$14.00 | \$24,710.00 |
| 6020310 | 40 | Joint, Plane-of-Weakness W, Intersection | | 115 | FT | \$1.00 | \$115.00 | \$2.50 | \$287.50 |
| 6020250 | 41 | Joint, Contraction Cp, Intersection | | 130 | FT | \$1.00 | \$130.00 | \$14.00 | \$1,820.00 |
| 6030030 | 42 | Lane Tie, Epoxy Anchored | | 1,000 | EA | \$5.00 | \$5,000.00 | \$8.00 | \$8,000.00 |
| 2080020 | 43 | Erosion Control, Inlet Protection, Fabric Drop | | 16 | EA | \$125.00 | \$2,000.00 | \$114.00 | \$1,824.00 |
| 7107010 | 44 | Vault Roof Waterproofing | | 550 | SF | \$35.00 | \$19,250.00 | \$12.00 | \$6,600.00 |
| 7077010 | 45 | Vault Roof Decking System | | 550 | SF | \$35.00 | \$19,250.00 | \$17.00 | \$9,350.00 |
| 2067021 | 46 | Vault Abandon | | 25 | CYD | \$350.00 | \$8,750.00 | \$1,000.00 | \$25,000.00 |
| 8187003 | 47 | Conduit, DB, 1, 2 Inch | | 2,070 | FT | \$20.00 | \$41,400.00 | \$18.50 | \$38,295.00 |
| 8187004 | 48 | Conduit, DB, 2, 2 Inch | | 2,070 | FT | \$35.00 | \$72,450.00 | \$27.00 | \$55,890.00 |
| 8187005 | 49 | Conduit, DB, 3, 2 Inch | | 40 | FT | \$50.00 | \$2,000.00 | \$35.00 | \$1,400.00 |
| 8187006 | 50 | Conduit, Directional Bore, 2 Inch | | 90 | FT | \$30.00 | \$2,700.00 | \$80.00 | \$7,200.00 |
| 8182288 | 51 | Cable, Equipment Grounding Wire, 1/CH2 | | 2,115 | FT | \$3.00 | \$6,345.00 | \$5.00 | \$10,575.00 |
| 8182309 | 52 | Hh, Polymer Conc | | 10 | EA | \$900.00 | \$9,000.00 | \$1,250.00 | \$12,500.00 |
| 8187007 | 53 | Cable, St Ltg, 600V, 1, 1/CH6 & 1, #2 Neutral, Modified | | 2,115 | FT | \$5.00 | \$10,575.00 | \$7.00 | \$14,805.00 |
| 8190280 | 54 | Light Std Fdn, Rem | | 3 | EA | \$200.00 | \$600.00 | \$250.00 | \$750.00 |
| 8190279 | 55 | Light Std Fdn | | 3 | EA | \$2,000.00 | \$6,000.00 | \$2,500.00 | \$7,500.00 |
| 8190278 | 56 | Light Std Arm, Rem and Salv | | 3 | EA | \$100.00 | \$300.00 | \$125.00 | \$375.00 |
| 8190276 | 57 | Light Std Arm, Install Salv | | 3 | EA | \$100.00 | \$300.00 | \$250.00 | \$750.00 |
| 8190306 | 58 | Light Std Shaft, Rem and Salv | | 3 | EA | \$120.00 | \$360.00 | \$250.00 | \$750.00 |
| 8190301 | 59 | Light Std Shaft, Install Salv | | 3 | EA | \$800.00 | \$2,400.00 | \$500.00 | \$1,500.00 |
| 8190365 | 60 | Luminaire, Rem and Salv | | 3 | EA | \$40.00 | \$120.00 | \$50.00 | \$150.00 |
| 8190350 | 61 | Luminaire, Install Salv | | 3 | EA | \$600.00 | \$1,800.00 | \$125.00 | \$375.00 |
| 8120350 | 62 | Sign, Type B, Temp, Prismatic, Furn | | 668 | SF | \$4.00 | \$2,672.00 | \$4.00 | \$2,672.00 |
| 8120351 | 63 | Sign, Type B, Temp, Prismatic, Oper | | 668 | SF | \$0.01 | \$6.68 | \$0.01 | \$6.68 |
| 8120310 | 64 | Sign Cover | | 2 | EA | \$25.00 | \$50.00 | \$25.00 | \$50.00 |
| 8120130 | 65 | Lighted Arrow, Type B, Furn | | 2 | EA | \$400.00 | \$800.00 | \$400.00 | \$800.00 |
| 8120131 | 66 | Lighted Arrow, Type B, Oper | | 2 | EA | \$1.00 | \$2.00 | \$0.01 | \$0.02 |
| 8120252 | 67 | Plastic Drum, Fluorescent, Furn | | 100 | EA | \$18.00 | \$1,800.00 | \$18.00 | \$1,800.00 |
| 8120253 | 68 | Plastic Drum, Fluorescent, Oper | | 100 | EA | \$1.00 | \$100.00 | \$0.01 | \$1.00 |
| 8120012 | 69 | Barricade, Type III, High Intensity, Double Sided, Lighted, Furn | | 20 | EA | \$65.00 | \$1,300.00 | \$65.00 | \$1,300.00 |
| 8120013 | 70 | Barricade, Type III, High Intensity, Double Sided, Lighted, Oper | | 20 | EA | \$0.01 | \$0.20 | \$0.01 | \$0.20 |
| 8120330 | 71 | Sign, Portable, Changeable Message, Furn | | 3 | EA | \$3,000.00 | \$9,000.00 | \$3,000.00 | \$9,000.00 |
| 8120331 | 72 | Sign, Portable, Changeable Message, Oper | | 3 | EA | \$0.01 | \$0.03 | \$0.01 | \$0.03 |

| | | | | | | | | |
|---------------------------------------|-----|---|--------|------|-------------------------|----------------|-------------------------|----------------|
| 8100410 | 73 | Sign, Type IVA | 79 | SF | \$18.00 | \$1,422.00 | \$18.00 | \$1,422.00 |
| 8100411 | 74 | Sign, Type IVB | 108.25 | SF | \$18.00 | \$1,948.50 | \$18.00 | \$1,948.50 |
| 8100425 | 75 | Sign, Type VB | 6.75 | SF | \$18.00 | \$121.50 | \$18.00 | \$121.50 |
| 8100371 | 76 | Post, Steel, 3 LB | 217 | FT | \$8.00 | \$1,736.00 | \$8.00 | \$1,736.00 |
| 8100340 | 77 | Post Hole Through Conc for Steel Post | 14 | EA | \$50.00 | \$700.00 | \$50.00 | \$700.00 |
| 8120246 | 78 | Pavt Mrkg, Wet Reflective, Type R, Tape, 4 Inch, Yellow, Temp | 1,100 | FT | \$2.05 | \$2,255.00 | \$2.05 | \$2,255.00 |
| 8110307 | 79 | Rem Curing Compound, for Longit Mrkg, 4 Inch | 250 | FT | \$0.65 | \$162.50 | \$0.65 | \$162.50 |
| 8110321 | 80 | Rem Curing Compound, for Spec Mrkg | 610 | SF | \$2.55 | \$1,555.50 | \$2.55 | \$1,555.50 |
| 8110091 | 81 | Pavt Mrkg, Polyurea, 4 Inch White | 250 | FT | \$2.50 | \$625.00 | \$2.50 | \$625.00 |
| 8110092 | 82 | Pavt Mrkg, Polyurea, 4 Inch Yellow | 250 | FT | \$2.50 | \$625.00 | \$2.50 | \$625.00 |
| 8110110 | 83 | Pavt Mrkg, Polyurea, 12 Inch, Crosswalk | 414 | FT | \$5.50 | \$2,277.00 | \$5.50 | \$2,277.00 |
| 8110114 | 84 | Pavt Mrkg, Polyurea, 24 Inch, Stop Bar | 112 | FT | \$10.50 | \$1,176.00 | \$10.50 | \$1,176.00 |
| 8110412 | 85 | Pavt Mrkg, Polyurea, Rt Turn Arrow | 2 | EA | \$185.00 | \$370.00 | \$185.00 | \$370.00 |
| 8110405 | 86 | Pavt Mrkg, Polyurea, Lt Turn Arrow | 1 | EA | \$185.00 | \$185.00 | \$185.00 | \$185.00 |
| 8110343 | 87 | Rem Spec Mrkg | 85 | SF | \$2.55 | \$216.75 | \$2.55 | \$216.75 |
| 8120370 | 88 | Traf Regulator Control | 1 | LSUM | \$15,000.00 | \$15,000.00 | \$4,000.00 | \$4,000.00 |
| 8120170 | 89 | Minor Traf Devices | 1 | LSUM | \$25,000.00 | \$25,000.00 | \$30,000.00 | \$30,000.00 |
| 8167051 | 90 | Restoration | 1 | LSUM | \$35,000.00 | \$35,000.00 | \$6,000.00 | \$6,000.00 |
| | | | | | Subtotal Part A: | \$1,218,579.56 | Subtotal Part A: | \$1,296,056.44 |
| ITEM | | | | | QUANTITY | | | |
| Part B | | | | | | | | |
| 8230134 | 91 | Water Main, 12 Inch, Cut and Plug | 3 | EA | \$2,000.00 | \$6,000.00 | \$2,000.00 | \$6,000.00 |
| 8230131 | 92 | Water Main, 6 Inch, Cut and Plug | 2 | EA | \$1,000.00 | \$2,000.00 | \$1,200.00 | \$2,400.00 |
| 8230091 | 93 | Hydrant, Rem | 2 | EA | \$800.00 | \$1,600.00 | \$600.00 | \$1,200.00 |
| 8237051 | 94 | Gate Well, Rem | 3 | EA | \$800.00 | \$2,400.00 | \$600.00 | \$1,800.00 |
| 8237052 | 95 | Water Service, Cut and Plug | 2 | EA | \$800.00 | \$1,600.00 | \$1,200.00 | \$2,400.00 |
| 8237001 | 96 | Water Main, Rem | 184 | FT | \$30.00 | \$5,520.00 | \$40.00 | \$7,360.00 |
| 8230166 | 97 | Water Main, DI, 12 Inch, Tr Det G | 1,208 | FT | \$198.00 | \$239,184.00 | \$200.00 | \$241,600.00 |
| 8230156 | 98 | Water Main, DI, 8 Inch, Tr Det G | 5 | FT | \$188.00 | \$940.00 | \$200.00 | \$1,000.00 |
| 8230151 | 99 | Water Main, DI, 6 Inch, Tr Det G | 112 | FT | \$168.00 | \$18,816.00 | \$180.00 | \$20,160.00 |
| 8230440 | 100 | Polyethylene Encasement | 1,473 | FT | \$2.00 | \$2,946.00 | \$1.00 | \$1,473.00 |
| 8230040 | 101 | Fire Hydrant | 3 | EA | \$7,600.00 | \$22,800.00 | \$6,000.00 | \$18,000.00 |
| 8237052 | 102 | Water Main Connection | 4 | EA | \$12,500.00 | \$50,000.00 | \$10,000.00 | \$40,000.00 |
| 8230240 | 103 | Water Serv | 4 | EA | \$6,500.00 | \$26,000.00 | \$6,000.00 | \$24,000.00 |
| 8230054 | 104 | Gate Valve and Box, 12 Inch | 5 | EA | \$4,500.00 | \$22,500.00 | \$3,400.00 | \$17,000.00 |
| 8230052 | 105 | Gate Valve and Box, 8 Inch | 1 | EA | \$2,800.00 | \$2,800.00 | \$2,000.00 | \$2,000.00 |
| 8230051 | 106 | Gate Valve and Box, 6 Inch | 3 | EA | \$1,900.00 | \$5,700.00 | \$1,600.00 | \$4,800.00 |
| 8237050 | 107 | Insertion Valve and Box, 12 Inch | 4 | EA | \$16,500.00 | \$66,000.00 | \$530.00 | \$2,120.00 |
| 5010005 | 108 | HMA Surface, Rem | 321 | SY | \$4.00 | \$1,284.00 | \$4.34 | \$1,393.14 |
| 2040050 | 109 | Pavt, Rem | 321 | SY | \$10.00 | \$3,210.00 | \$14.00 | \$4,494.00 |
| 3020016 | 110 | Aggregate Base, 6 Inch | 321 | SY | \$8.50 | \$2,728.50 | \$12.00 | \$3,852.00 |
| 6020106 | 111 | Conc Pavt, Nonreinf, 9 Inch | 321 | SY | \$59.00 | \$18,939.00 | \$80.00 | \$25,680.00 |
| 5010025 | 112 | Hand Patching | 40 | TON | \$400.00 | \$16,000.00 | \$250.00 | \$10,000.00 |
| 8120190 | 113 | Part Width Intersection Construction | 2 | EA | \$500.00 | \$1,000.00 | \$3,000.00 | \$6,000.00 |
| | | | | | Subtotal Part B: | \$519,967.50 | Subtotal Part B: | \$444,732.14 |
| | | | | | Base Bid Total: | \$1,738,547.06 | Base Bid Total: | \$1,740,788.58 |
| BID ALTERNATE ITEMS (OPTIONAL) | | | | | QUANTITY | | | |
| 6027011 | 114 | Compacted Concrete Pavement, 9 Inch | 2,752 | SY | - | - | \$84.00 | \$231,168.00 |
| 8020038 | 115 | Curb and Gutter, Conc, Det F4 | 2,227 | FT | - | - | \$34.00 | \$75,718.00 |
| 6020200 | 116 | Joint, Contraction, Cp | 1,765 | FT | - | - | \$14.00 | \$24,710.00 |
| 6020211 | 117 | Joint, Plane-of-Weakness, W | 3,165 | FT | - | - | \$2.00 | \$6,330.00 |
| 6020208 | 118 | Joint, Expansion, E3 | 197 | FT | - | - | \$12.00 | \$2,364.00 |
| | | | | | Subtotal Bid-Alternate: | - | Subtotal Bid-Alternate: | \$340,290.00 |

Note: Items in red have been corrected by the engineer.

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48236

Nowak & Fraus Engineers
46777 Woodward Ave.
Pontiac, MI 48236
Ph: 248-332-7931
Fax: 248-332-8257

Pamar Enterprises, Inc.
31604 Pamar Court
New Haven, MI 48048
Ph: 586-749-8593

| ITEM | | | QUANTITY | | UNIT PRICE | AMOUNT |
|---------|-----|---|----------|------|--------------|--------------|
| Part A | | | | | | |
| 1100001 | 1 | Mobilization, Max. 10% | 1 | LSUM | \$135,000.00 | \$135,000.00 |
| 2050030 | 2 | Machine Grading | 11.5 | STA | \$2,500.00 | \$28,750.00 |
| 2040050 | 3 | Pavt, Rem | 3,751 | SV | \$7.00 | \$26,257.00 |
| 5010005 | 4 | HMA Surface, Rem | 3,489 | SY | \$6.00 | \$20,934.00 |
| 2040055 | 5 | Sidewalk, Rem | 1,486 | SY | \$12.00 | \$17,832.00 |
| 2030011 | 6 | Dr Structure, Rem | 27 | EA | \$350.00 | \$9,450.00 |
| 2030015 | 7 | Sewer, Rem, Less Than 24 Inch | 974 | FT | \$11.50 | \$11,201.00 |
| 2050016 | 8 | Excavation, Earth | 1,000 | CYD | \$7.00 | \$7,000.00 |
| 8100403 | 9 | Sign, Rem | 27 | EA | \$15.00 | \$405.00 |
| 8030051 | 10 | Sidewalk, Clay Brick Paver, Rem | 488 | SF | \$5.00 | \$2,440.00 |
| 2057021 | 11 | Subgrade Undercutting, Type IV | 500 | CYD | \$35.00 | \$17,500.00 |
| 3060020 | 12 | Maintenance Gravel | 1,000 | TON | \$30.00 | \$30,000.00 |
| 8187001 | 13 | Conduit, Rem, Modified | 2,200 | FT | \$1.00 | \$2,200.00 |
| 8187002 | 14 | Cable, Rem, Modified | 2,200 | FT | \$1.00 | \$2,200.00 |
| 3020020 | 15 | Aggregate Base, 8 Inch | 3,103 | SY | \$16.00 | \$49,648.00 |
| 3020016 | 16 | Aggregate Base, 6 Inch | 203 | SY | \$12.50 | \$2,537.50 |
| 2050023 | 17 | Granular Material, Cl II | 346 | CYD | \$12.00 | \$4,152.00 |
| 6027011 | 114 | Compacted Concrete Pavement, 9 Inch | 2,752 | SY | \$100.00 | \$275,200.00 |
| 8030044 | 19 | Sidewalk, Conc, 4 Inch | 11,703 | SF | \$5.50 | \$64,366.50 |
| 8032002 | 20 | Curb Ramp, Conc, 6 Inch | 1,402 | SF | \$10.00 | \$14,020.00 |
| 8010007 | 21 | Driveway, Nonreinf Conc, 8 Inch | 193 | SY | \$60.00 | \$11,580.00 |
| 8020037 | 22 | Curb and Gutter, Conc, Det F3 | 64 | FT | \$25.00 | \$1,600.00 |
| 8030010 | 23 | Detectable Warning Surface | 74 | FT | \$35.00 | \$2,590.00 |
| 8030030 | 24 | Curb Ramp Opening, Conc | 74 | FT | \$30.00 | \$2,220.00 |
| 4040073 | 25 | Underdrain, Subgrade, 6 Inch | 2,065 | FT | \$10.00 | \$20,650.00 |
| 4030200 | 26 | Dr Structure, 24 inch dia | 2 | EA | \$1,300.00 | \$2,600.00 |
| 4030210 | 27 | Dr Structure, 48 Inch dia | 12 | EA | \$2,200.00 | \$26,400.00 |
| 4030250 | 28 | Dr Structure, Add Depth of 48 inch dia, 8 foot to 15 foot | 9 | FT | \$120.00 | \$1,080.00 |
| 4030005 | 29 | Dr Structure Cover, Adj, Case 1 | 9 | EA | \$200.00 | \$1,800.00 |
| 4030280 | 30 | Dr Structure Cover, Adj, Add Depth | 18 | FT | \$230.00 | \$4,140.00 |
| 4030010 | 31 | Dr Structure Cover, Type B | 11 | EA | \$500.00 | \$5,500.00 |
| 4030025 | 32 | Dr Structure Cover, Type D | 1 | EA | \$500.00 | \$500.00 |
| 4030050 | 33 | Dr Structure Cover, Type K | 11 | EA | \$500.00 | \$5,500.00 |
| 4027001 | 34 | Sewer, Cl E, 10 Inch, Tr Det B | 27 | FT | \$35.00 | \$945.00 |
| 4020600 | 35 | Sewer, Cl E, 12 Inch, Tr Det B | 291 | FT | \$40.00 | \$11,640.00 |
| 5010025 | 36 | Hand Patching | 61 | TON | \$110.00 | \$6,710.00 |
| 6020207 | 37 | Joint, Expansion, E2 | 52 | FT | \$18.50 | \$962.00 |
| 6020208 | 118 | Joint, Expansion, E3 | 197 | FT | \$20.00 | \$3,940.00 |
| 6020200 | 116 | Joint, Contraction, Cp | 1,765 | FT | \$14.00 | \$24,710.00 |
| 6020211 | 117 | Joint, Plane-of-Weakness, W | 3,165 | FT | \$3.00 | \$9,495.00 |
| 6020250 | 41 | Joint, Contraction Cp, Intersection | 130 | FT | \$14.00 | \$1,820.00 |
| 6030030 | 42 | Lane Tie, Epoxy Anchored | 1,000 | EA | \$2.00 | \$2,000.00 |
| 2080020 | 43 | Erosion Control, Inlet Protection, Fabric Drop | 16 | EA | \$120.00 | \$1,920.00 |
| 7107010 | 44 | Vault Roof Waterproofing | 550 | SF | \$25.00 | \$13,750.00 |
| 7077010 | 45 | Vault Roof Decking System | 550 | SF | \$55.00 | \$30,250.00 |
| 2067021 | 46 | Vault Abandon | 25 | CYD | \$100.00 | \$2,500.00 |
| 8187003 | 47 | Conduit, DB, 1, 2 Inch | 2,070 | FT | \$8.00 | \$16,560.00 |
| 8187004 | 48 | Conduit, DB, 2, 2 Inch | 2,070 | FT | \$8.00 | \$16,560.00 |
| 8187005 | 49 | Conduit, DB, 3, 2 Inch | 40 | FT | \$8.00 | \$320.00 |
| 8187006 | 50 | Conduit, Directional Bore, 2 Inch | 90 | FT | \$35.00 | \$3,150.00 |
| 8182288 | 51 | Cable, Equipment Grounding Wire, 1/C#2 | 2,115 | FT | \$2.00 | \$4,230.00 |
| 8182309 | 52 | Hh, Polymer Conc | 10 | EA | \$700.00 | \$7,000.00 |
| 8187007 | 53 | Cable, St Ltg, 600V, 1, 1/C#6 & 1, #2 Neutral, Modified | 2,115 | FT | \$4.00 | \$8,460.00 |
| 8190280 | 54 | Light Std Fdn, Rem | 3 | EA | \$275.00 | \$825.00 |
| 8190279 | 55 | Light Std Fdn | 3 | EA | \$2,000.00 | \$6,000.00 |
| | | | | | | |

| UNIT PRICE | AMOUNT |
|--------------|--------------|
| \$162,000.00 | \$162,000.00 |
| \$5,600.00 | \$64,400.00 |
| \$5.00 | \$18,755.00 |
| \$4.00 | \$13,956.00 |
| \$2.50 | \$3,715.00 |
| \$100.00 | \$2,700.00 |
| \$5.00 | \$4,870.00 |
| \$34.00 | \$34,000.00 |
| \$10.00 | \$270.00 |
| \$0.99 | \$483.12 |
| \$50.00 | \$25,000.00 |
| \$10.00 | \$10,000.00 |
| \$4.50 | \$9,900.00 |
| \$1.50 | \$3,300.00 |
| \$18.00 | \$55,854.00 |
| \$17.50 | \$3,552.50 |
| \$35.00 | \$12,110.00 |
| \$67.00 | \$184,384.00 |
| \$7.00 | \$81,921.00 |
| \$8.00 | \$11,216.00 |
| \$60.00 | \$11,580.00 |
| \$55.00 | \$3,520.00 |
| \$50.00 | \$3,700.00 |
| \$30.00 | \$2,220.00 |
| \$12.00 | \$24,780.00 |
| \$3,500.00 | \$7,000.00 |
| \$4,500.00 | \$54,000.00 |
| \$50.00 | \$450.00 |
| \$650.00 | \$5,850.00 |
| \$350.00 | \$6,300.00 |
| \$500.00 | \$5,500.00 |
| \$550.00 | \$550.00 |
| \$650.00 | \$7,150.00 |
| \$155.00 | \$4,185.00 |
| \$180.00 | \$46,560.00 |
| \$220.00 | \$13,420.00 |
| \$25.00 | \$1,300.00 |
| \$15.00 | \$2,955.00 |
| \$0.01 | \$17.65 |
| \$1.50 | \$4,747.50 |
| \$12.10 | \$1,573.00 |
| \$8.50 | \$8,500.00 |
| \$55.00 | \$880.00 |
| \$10.00 | \$5,500.00 |
| \$10.00 | \$5,500.00 |
| \$100.00 | \$2,500.00 |
| \$4.50 | \$9,315.00 |
| \$1.50 | \$3,105.00 |
| \$18.50 | \$740.00 |
| \$27.00 | \$2,430.00 |
| \$35.00 | \$74,025.00 |
| \$80.00 | \$800.00 |
| \$5.00 | \$10,575.00 |
| \$1,250.00 | \$3,750.00 |
| \$7.00 | \$21.00 |
| \$250.00 | \$750.00 |
| \$2,500.00 | \$7,500.00 |
| \$125.00 | \$375.00 |
| \$250.00 | \$750.00 |
| \$250.00 | \$750.00 |
| \$500.00 | \$1,500.00 |
| \$4.00 | \$2,672.00 |
| \$0.01 | \$6.68 |
| \$25.00 | \$50.00 |
| \$400.00 | \$800.00 |
| \$0.01 | \$0.02 |
| \$18.00 | \$1,800.00 |
| \$0.01 | \$1.00 |
| \$65.00 | \$1,300.00 |
| \$0.01 | \$0.20 |

| | | | | | | |
|------------------|----|---|--------|------|----------------|-------------|
| 8120330 | 71 | Sign, Portable, Changeable Message, Furn | 3 | EA | \$2,000.00 | \$6,000.00 |
| 8120331 | 72 | Sign, Portable, Changeable Message, Oper | 3 | EA | \$1.00 | \$3.00 |
| 8100410 | 73 | Sign, Type IVA | 79 | SF | \$20.00 | \$1,580.00 |
| 8100411 | 74 | Sign, Type IVB | 108.25 | SF | \$20.00 | \$2,165.00 |
| 8100425 | 75 | Sign, Type VB | 6.75 | SF | \$25.00 | \$168.75 |
| 8100371 | 76 | Post, Steel, 3 LB | 217 | FT | \$7.00 | \$1,519.00 |
| 8100340 | 77 | Post Hole Through Conc for Steel Post | 14 | EA | \$7.00 | \$98.00 |
| 8120246 | 78 | Pavt Mrkg, Wet Reflective, Type R, Tape, 4 Inch, Yellow, Temp | 1,100 | FT | \$1.50 | \$1,650.00 |
| 8110307 | 79 | Rem Curing Compound, for Longlt Mrkg, 4 Inch | 250 | FT | \$1.00 | \$250.00 |
| 8110321 | 80 | Rem Curing Compound, for Spec Mrkg | 610 | SF | \$2.00 | \$1,220.00 |
| 8110091 | 81 | Pavt Mrkg, Polyurea, 4 Inch White | 250 | FT | \$1.00 | \$250.00 |
| 8110092 | 82 | Pavt Mrkg, Polyurea, 4 Inch Yellow | 250 | FT | \$1.00 | \$250.00 |
| 8110110 | 83 | Pavt Mrkg, Polyurea, 12 Inch, Crosswalk | 414 | FT | \$5.50 | \$2,277.00 |
| 8110114 | 84 | Pavt Mrkg, Polyurea, 24 Inch, Stop Bar | 112 | FT | \$12.00 | \$1,344.00 |
| 8110412 | 85 | Pavt Mrkg, Polyurea, Rt Turn Arrow | 2 | EA | \$175.00 | \$350.00 |
| 8110405 | 86 | Pavt Mrkg, Polyurea, Lt Turn Arrow | 1 | EA | \$175.00 | \$175.00 |
| 8110343 | 87 | Rem Spec Mrkg | 85 | SF | \$2.00 | \$170.00 |
| 8120370 | 88 | Traf Regulator Control | 1 | LSUM | \$15,000.00 | \$15,000.00 |
| 8120170 | 89 | Minor Traf Devices | 1 | LSUM | \$15,000.00 | \$15,000.00 |
| 8167051 | 90 | Restoration | 1 | LSUM | \$7,500.00 | \$7,500.00 |
| 8020038 | 91 | Curb and Gutter, Conc, Det F4 | 2,227 | FT | \$25.00 | \$55,675.00 |
| Subtotal Part A: | | | | | \$1,139,710.75 | |

| | | |
|------------------|-------------|----------------|
| | \$3,000.00 | \$9,000.00 |
| | \$0.01 | \$0.03 |
| | \$18.00 | \$1,422.00 |
| | \$18.00 | \$1,948.50 |
| | \$18.00 | \$121.50 |
| | \$8.00 | \$1,736.00 |
| | \$50.00 | \$700.00 |
| | \$2.05 | \$2,255.00 |
| | \$0.65 | \$162.50 |
| | \$2.55 | \$1,555.50 |
| | \$2.50 | \$625.00 |
| | \$2.50 | \$625.00 |
| | \$5.50 | \$2,277.00 |
| | \$10.50 | \$1,176.00 |
| | \$185.00 | \$370.00 |
| | \$185.00 | \$185.00 |
| | \$2.55 | \$216.75 |
| | \$15,000.00 | \$15,000.00 |
| | \$15,000.00 | \$15,000.00 |
| | \$1,000.00 | \$1,000.00 |
| | \$25.00 | \$55,675.00 |
| Subtotal Part A: | | \$1,166,691.45 |

| ITEM | | | | QUANTITY | UNIT PRICE | AMOUNT |
|------------------|-----|--------------------------------------|-------|----------|------------|--------------|
| Part B | | | | | | |
| 8230134 | 91 | Water Main, 12 Inch, Cut and Plug | 3 | EA | \$800.00 | \$2,400.00 |
| 8230131 | 92 | Water Main, 6 Inch, Cut and Plug | 2 | EA | \$800.00 | \$1,600.00 |
| 8230091 | 93 | Hydrant, Rem | 2 | EA | \$750.00 | \$1,500.00 |
| 8237051 | 94 | Gate Well, Rem | 3 | EA | \$750.00 | \$2,250.00 |
| 8237052 | 95 | Water Service, Cut and Plug | 2 | EA | \$750.00 | \$1,500.00 |
| 8237001 | 96 | Water Main, Rem | 184 | FT | \$100.00 | \$18,400.00 |
| 8230166 | 97 | Water Main, DI, 12 Inch, Tr Det G | 1,208 | FT | \$200.00 | \$241,600.00 |
| 8230156 | 98 | Water Main, DI, 8 Inch, Tr Det G | 5 | FT | \$150.00 | \$750.00 |
| 8230151 | 99 | Water Main, DI, 6 Inch, Tr Det G | 112 | FT | \$125.00 | \$14,000.00 |
| 8230440 | 100 | Polyethylene Encasement | 1,473 | FT | \$2.00 | \$2,946.00 |
| 8230040 | 101 | Fire Hydrant | 3 | EA | \$2,500.00 | \$7,500.00 |
| 8237052 | 102 | Water Main Connection | 4 | EA | \$1,500.00 | \$6,000.00 |
| 8230240 | 103 | Water Serv | 4 | EA | \$1,000.00 | \$4,000.00 |
| 8230054 | 104 | Gate Valve and Box, 12 Inch | 5 | EA | \$2,500.00 | \$12,500.00 |
| 8230052 | 105 | Gate Valve and Box, 8 Inch | 1 | EA | \$2,000.00 | \$2,000.00 |
| 8230051 | 106 | Gate Valve and Box, 6 Inch | 3 | EA | \$1,500.00 | \$4,500.00 |
| 8237050 | 107 | Insertion Valve and Box, 12 Inch | 4 | EA | \$1,500.00 | \$6,000.00 |
| 5010005 | 108 | HMA Surface, Rem | 321 | SY | \$6.00 | \$1,926.00 |
| 2040050 | 109 | Pavt, Rem | 321 | SY | \$7.00 | \$2,247.00 |
| 3020016 | 110 | Aggregate Base, 6 Inch | 321 | SY | \$12.50 | \$4,012.50 |
| 6020106 | 111 | Conc Pavt, Nonreinf, 9 Inch | 321 | SY | \$60.00 | \$19,260.00 |
| 5010025 | 112 | Hand Patching | 40 | TON | \$110.00 | \$4,400.00 |
| 8120190 | 113 | Part Width Intersection Construction | 2 | EA | \$1,500.00 | \$3,000.00 |
| Subtotal Part B: | | | | | | \$364,291.50 |

| | | |
|------------------|-------------|--------------|
| | \$1,900.00 | \$5,700.00 |
| | \$1,100.00 | \$2,200.00 |
| | \$550.00 | \$1,100.00 |
| | \$650.00 | \$1,950.00 |
| | \$550.00 | \$1,100.00 |
| | \$20.00 | \$3,680.00 |
| | \$201.00 | \$242,808.00 |
| | \$170.00 | \$850.00 |
| | \$160.00 | \$17,920.00 |
| | \$0.80 | \$1,178.40 |
| | \$6,500.00 | \$19,500.00 |
| | \$4,500.00 | \$18,000.00 |
| | \$2,500.00 | \$10,000.00 |
| | \$3,000.00 | \$15,000.00 |
| | \$1,900.00 | \$1,900.00 |
| | \$1,500.00 | \$4,500.00 |
| | \$17,500.00 | \$70,000.00 |
| | \$4.00 | \$1,284.00 |
| | \$5.00 | \$1,605.00 |
| | \$17.50 | \$5,617.50 |
| | \$130.00 | \$41,730.00 |
| | \$220.00 | \$8,800.00 |
| | \$3,500.00 | \$7,000.00 |
| Subtotal Part B: | | \$483,422.90 |

Base Bid Total: \$1,504,002.25

Base Bid Total: \$1,650,114.35

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: March 1, 2022

RE: **SEMCOG Planning Assistance Program Grant Agreement – Auburn Avenue Traffic Study**

The City of Pontiac Department of Public Works, Engineering Division, applied for and was awarded a grant to conduct a traffic study along Auburn Avenue through the Southeast Michigan Council of Governments (SEMCOG) Planning Assistance Program.

The traffic study will be conducted in preparation for upcoming projects on Auburn Avenue, including a safety improvements and traffic signals modernization project in 2023 and a resurfacing project in 2025/26. The study is critical for determining signal timings, locations of enhanced pedestrian crossings, and the need for widening or narrowing of Auburn Avenue.

The grant award is in the amount of \$36,000, of which the City's match is \$6,534. The matching contribution will be paid from the Engineering Services account of the Major Street Fund (202-463-806.000).

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached SEMCOG agreement for Planning Assistance Program Grant for a traffic study on Auburn Avenue:

WHEREAS, The City of Pontiac has received the Planning Assistance Grant agreement from the Southeast Michigan Council of Governments (SEMCOG), and;

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

WHEREAS, The City's match of \$6,534 towards the total grant amount of \$36,000 will be paid through Engineering Services account 202-463-806.000,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the SEMCOG agreement for Planning Assistance Program Grant for a traffic study on Auburn Avenue.

AHS

attachments

Planning Assistance Program Award Notice: City of Pontiac

Congratulations! SEMCOG's Regional Review Committee has approved your Planning Assistance Program funding for Transportation Equity and Sustainable Infrastructure for FY2022:

City of Pontiac — Auburn Avenue Traffic Study

Grant Award: \$36,000

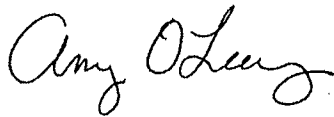
Federal Funding: \$29,466

Local Match: \$6,534

SEMCOG staff will be contacting you in the coming weeks with additional information, including grant agreement, reimbursement process, reporting, etc.

If you have any questions regarding the award, please contact Kevin Vettraino at (313) 324-3357 or vettraino@semcog.org.

Thank you and congratulations.

A handwritten signature in black ink that reads "Amy O'Leary". The signature is written in a cursive, flowing style.

Amy O'Leary
Executive Director

PASS THROUGH AGREEMENT BETWEEN
CITY OF PONTIAC AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this ____ day of February 2022 by and between CITY OF PONTIAC (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2021-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2021-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. SCOPE OF WORK: GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. MODIFICATIONS: Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. METRICS and DELIVERABLES: GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to the

allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
 - iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.

- v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
- vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

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

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

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

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or

MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTS.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low income populations.

- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will,

solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTS under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTS, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such

termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 10/01/21 through 9/30/22 for an amount not to exceed \$36,000 as budgeted in the 2021-2022 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

| | Total Funds | Federal Funds | Local Match |
|-----------------------------------|-------------|---------------|-------------|
| FHWA PL 112 Funds CFDA #20.205 | \$36,000 | \$29,466 | \$6,534 |

Federal Award: October 1, 2021

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG22)

SEMCOG Project: Local & Public Capacity Billing (22314)

This agreement hereby certifies and guarantees that the local match of **\$6,534** for the Transportation Equity and Sustainable Infrastructure Grant award of **\$36,000** from the SEMCOG Planning Assistance Program, which is funded in the 2021-2022 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **CITY OF PONTIAC**.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter-named authority in accordance with the 2021-2022 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Grant Recipient: **City of Pontiac**

Project Name: **Auburn Avenue Traffic Study**

Narrative

Under this project, the City of Pontiac will conduct a traffic study to determine the necessity and feasibility of reconfiguring Auburn Avenue in the City of Pontiac. The primary goal of this study is to determine if there is a need to reconfigure Auburn Avenue in order to improve safety and accessibility for all road users, including non-motorized users. Through a consultant, the traffic study will include a kick-off meeting and a findings meeting will be used to review crash data and develop recommendations. Field visits will be performed as part of the study based on project need.

Budget

| | |
|---|-----------------|
| Traffic Study – Auburn Ave and Woodward Ave | \$6,000 |
| Traffic Study – Auburn Ave and Hill St | \$6,000 |
| Traffic Study – Auburn Ave and Paddock St | \$6,000 |
| Traffic Study – Auburn Ave and Sanford St | \$6,000 |
| Traffic Study – Auburn Ave and Dr. Martin Luther King Jr. Blvd. | \$6,000 |
| Traffic Study – Auburn Ave and Opdyke Rd | \$6,000 |
| TOTAL | \$36,000 |

28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Executive Director

CITY OF PONTIAC

By: _____
Title: _____
Entity Identifier (DUNS#) _____

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

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

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

Revised March 2010

(Revised October 1, 2005)

APPENDIX C

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

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

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

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

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

Michigan Department
Of Transportation
0165 (07/10)

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

| PRIME CONSULTANT | | <input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED | | AUTHORIZATION NO. | | | CONTRACT NO. | |
|--|-------------------------|--|---|-------------------|-------------------------------------|---|---|------|
| BILLING PERIOD: | | Check if Final Payment <input type="checkbox"/> | | JOB NO. | | | | |
| CERTIFIED DBE SUBCONSUL TANT | SERVICES WORK PERFORMED | TOTAL CONTRA CT AMOUN T | CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED | DEDUCTI ONS | ACTUAL AMOUNT PAID TO DATE | ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD | DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only) | DATE |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate | | | | | | | | |
| PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature) | | | | TITLE | | DATE/MDO | | |
| | | | | | | | | |

COMMENTS:

SPECIAL NOTE: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989

#5

RESOLUTION



CITY OF PONTIAC FINANCE DEPARTMENT

TO: City Council President Mike McGuinness and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel; Deputy Mayor Khalfani Stephens; Attorney Anthony Chubb

DATE: February 10, 2022

RE: **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$100,000 for Sick Time Payouts**

The City has been involved in litigation with several former City employees involving the payment of unused sick time. During the time that the City was under an Emergency Manager, these employees were denied payments for unused sick time. The court has recently found in favor of these former employees and the City has been ordered to make settlement payments to a number of former employees for their unused sick time. There are currently a number of other former employees who are entitled to these same payouts based on the court's recent findings in these earlier cases.

In order to make these payments, as well as other expected during this fiscal year, the Administration is hereby requesting that the General Fund budget be amended. This amendment would allocate \$100,000 to the General Fund account 101-266-959.003. To help offset these costs, the Administration plans to request withdrawal from the City's Self Insurance Retention Fund. This withdrawal from the Retention Fund would offset in part or in whole the costs for the requested budget amendment.

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac approved the 2021-22 budget on June 24, 2021 and;

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current fiscal year 2021-2022 for payments in the amount of \$100,000 to account 101-266-959.003-Settlement Payments; and

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

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the fiscal year 2021-2022 as requested by the Administration for account 101-266-959.003-Settlement Payments in the amount of \$100,000_.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#6

RESOLUTION



CITY

Finance Department

TO: City Council President Mike McGuinness and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: February 11, 2022

RE: **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$72,000 to the General Fund account 101-774-745.003 – City Events.**

During the first half of this current fiscal year, there were expenditures that exceeded the Council approved budgeted appropriations for GL Account 101-774-745.003 – City Events. The FY 2021-22 Budget allocated \$30,000 in funds for this account. Through December 31, 2021, there were a number of expenditures that were made out of this GL Account and the total estimated expenses were approximately \$102,000.

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;

Whereas, the City Council approved the appropriation for GL Account 101-774-745.003 – City Events in the amount of \$30,000; and

Whereas, from July 1, 2021 through December 31, 2021 expenses from GL Account 101-774-745.003 were approximately \$102,000 and thus exceeded the amount that had been duly appropriated by City Council; and

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current year FY 2021-2022 in the amount of \$72,000 to the General Fund GL Account 101-774-745.003 – City Events; and

Whereas, to fund this additional appropriation, \$72,000 is transferred out of the General Fund Balance GL account 101-000-390.000 and \$72,000 is transferred to the General Fund GL Account 101-774-745.003 – City Events;

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$72,000 out of the General Fund Balance GL account 101-000-390.000 and \$72,000 is transferred into General Fund GL Account 101-774-745.003 – City Events.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Finance Department

TO: City Council President Mike McGuinness and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: February 11, 2022

RE: Resolution to approve a budget amendment for Legal Services for FY 2021-22

City Council, as part of the FY 2021-22 budget process, approved a number of appropriations for several GL accounts that are used to cover the costs of the City's legal services. In a number of these appropriations, the amount budgeted is below the reasonable expectation for expenses that will be incurred during this fiscal year. While we are mindful of the need to monitor the costs associated with our legal services, and the new Administration has taken steps to manage these costs more efficiently, there are several instances where expenses have exceeded the budgeted amount or are reasonably projected to exceed the budgeted amounts.

The accounts that we have identified as needing to be revised by a budget amendment are detailed in the attached document.

In order to appropriately budget for the projected costs for Legal Services for the remainder of the fiscal year we are requesting a budget amendment to the following accounts and in the amounts listed:

| <u>GL Account</u> | <u>Amendment</u> |
|--|------------------|
| 101-266-804.000 – Legal Services | \$25,000 |
| 101-266-804.018 – Legal Services GMH | \$110,000 |
| 101-266-804.022 – Legal Services Prosecutions | \$120,000 |
| 101-266-804.022 – Legal Services MI Tax Tribunal | \$45,000 |
| 101-266-804.023 – Legal Services Code Enforcem | \$8,000 |

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;

Whereas, the City Council approved the appropriation for Legal Services in the following GL Accounts and budgeted amounts:

| <u>GL Account</u> | <u>Budgeted</u> |
|--|-----------------|
| 101-266-804.000 – Legal Services | \$25,000 |
| 101-266-804.018 – Legal Services GMH | \$50,000 |
| 101-266-804.022 – Legal Services Prosecutions | \$250,000 |
| 101-266-804.022 – Legal Services MI Tax Tribunal | \$10,000 |
| 101-266-804.023 – Legal Services Code Enforcem | \$6,500 |

Whereas, these amounts budgeted are below the projected costs expected to be incurred in FY 2021-22; and

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current year FY 2021-2022 to the GL Accounts and the amounts listed as follows:

| <u>GL Account</u> | <u>Amendment</u> |
|--|------------------|
| 101-266-804.000 – Legal Services | \$25,000 |
| 101-266-804.018 – Legal Services GMH | \$110,000 |
| 101-266-804.022 – Legal Services Prosecutions | \$120,000 |
| 101-266-804.022 – Legal Services MI Tax Tribunal | \$45,000 |
| 101-266-804.023 – Legal Services Code Enforcem | \$8,000 |

Whereas, to fund this additional appropriation, \$308,000 is transferred out of the General Fund Balance GL account 101-000-390.000 and a total of \$308,000 is transferred to the General Fund GL Accounts and the amounts listed above;

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$308,000 out of the General Fund Balance GL account 101-000-390.000 and \$308,000 is transferred into General Fund GL Accounts for Legal Services as detailed above.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

Legal Services - Proposed Budget Amendment - February 2022

| GL Account | DESCRIPTION | FY 2021 Actual | FY 2022 Budgeted | Paid YTD | FY 2022 Projected | Amendment |
|-------------------|----------------------------------|---------------------------|-----------------------------|-----------------|------------------------------|------------------|
| 101-266-804.000 | Legal Services | 65,250.13 | 25,000.00 | 49,580.56 | 49,580.56 | 25,000.00 |
| 101-266-804.018 | Legal Services-Giarmarco Mullins | 196,762.34 | 50,000.00 | 75,322.88 | 160,000.00 | 110,000.00 |
| 101-266-804.021 | LEGAL SERVICES PROSECUTIONS | 362,125.93 | 250,000.00 | 155,295.00 | 370,000.00 | 120,000.00 |
| 101-266-804.022 | LEGAL SERVICES MTT | 42,770.51 | 10,000.00 | 39,317.00 | 55,000.00 | 45,000.00 |
| 101-266-804.023 | LEGAL SERVICES CODE ENF | 12,627.40 | 6,500.00 | 10,185.00 | 14,500.00 | 8,000.00 |

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Finance Department

TO: City Council President Mike McGuinness and City Council Members

FROM: Darin Carrington, Finance Director

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: February 11, 2022

RE: **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$182,000 to the Youth Recreation Fund GL account 208-756-941.000 – Services – Building & Land Rental.**

For the FY 2021-22 budget, there were no appropriations made for the Youth Recreation Fund GL Account 208-756-941.000 – Services – Building & Land Rental. However, during the first half of this current fiscal year, monthly expenditures were made in the amount of \$26,000 per month for the rental of the recreation center located at 825 Golf Drive. The amount of these payments made from July 1, 2021 through January 2022 were a total of \$182,000.

Due to there being no duly appropriated funds for this GL account, these expenditures exceeded the Council approved budgeted appropriations by \$182,000. In order to ensure the Fund's budgeted appropriations are in compliance a budget amendment in the amount of \$182,000 is being requested.

It is hereby requested that the City Council approve this proposed budget amendment.

As such, the following resolution is recommended for your consideration:

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;

Whereas, the City Council did not provide for any appropriation for GL Account 208-756-941.000 – Services – Building & Land Rental; and

Whereas, from July 1, 2021 through January 2022 expenses from GL Account 208-756-941.000 – Services – Building & Land Rental were approximately \$182,000 and thus exceeded the amount that had been duly appropriated by City Council; and

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the Youth Recreation Fund; and

Whereas, the Administration is proposing to the City Council to increase the appropriations for the current year FY 2021-2022 in the amount of 182,000 to the GL Account 208-756-941.000 – Services – Building & Land Rental; and

Whereas, to fund this additional appropriation, \$182,000 is transferred out of the Youth Recreation Fund Balance GL account 208-000-390.000 and \$182,000 is transferred to Youth Recreation Fund GL Account 208-756-941.000 – Services – Building & Land Rental;

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration transferring \$182,000 out of Youth Recreation Fund Balance GL Account 208-000-390.000 and \$182,000 is transferred into Youth Recreation Fund GL Account 208-756-941.000 – Services – Building & Land Rental.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Finance Department

TO: City Council President Mike McGuinness and City Council Members

FROM: Tim Greimel, Mayor

CC: Darin Carrington, Finance Director and Deputy Mayor Khalfani Stephens

DATE: March 1, 2022

RE: **Resolution to approve a budget amendment for Fiscal Year 2021-22 to allocate a total of \$35,000 to the General Fund – Mayor's Department to fund new staff positions**

As the Administration is continuing transition efforts, I would like to request to make changes to the positions in the Executive Office. Currently, two positions from the Economic Development Department are serving as administrative support for the Executive Office. This is both unsustainable and inefficient. In order to better serve the citizens of Pontiac, I would like to add the following positions to the Executive Office org chart – *Executive Office Coordinator* at an annual salary of \$55,000 and *Constituent Services Manager* at an annual salary of \$45,000.

Once both positions are created, they also need to be funded. I therefore submit the following resolution for your consideration:

Whereas, the City of Pontiac timely approved the FY 2021-22 budget on June 24, 2021 and;

Whereas, the City Council approved the creation of new positions; and

Whereas, the positions of Executive Office Coordinator and Constituent Services Manager were not included in the original budget; and

Whereas, in order to ensure that the budgeted appropriations remain in compliance with the City's Charter, the Budget Ordinance and state law, the Administration is proposing a budget amendment for the General Fund; and

Whereas, the Administration is proposing to the City Council to add the positions of Executive Office Coordinator at an annual salary of \$55,000 and Constituent Services Manager at an annual salary of \$45,000 and, in order to fund these positions, to increase the appropriations for the current year FY 2021-2022 in the amount of \$33,000 to the General Fund–Mayor's Department Salaries & Wages GL Account 101-171-702.000 and \$2,000 to GL Account 101-171-715.000-FICA City Contributions and \$2,000 to GL Account 101-171-716.000-Medical Insurance; and

Whereas, to fund this additional appropriation, \$37,000 is transferred out of the General Fund-Fund Balance GL account 101-000-390.000 and \$33,000 is transferred to the General Fund–Mayor's Department GL Account 101-171-702.000 Salaries & Wages and \$2,000 is transferred to GL Account 101-171-715.000 and \$2,000 to GL Account 101-171-716.000-Medical Insurance;

NOW THEREFORE be resolved that the City Council hereby approves the amendment for the Fiscal Year 2021-22 Budget as requested by the Administration

transferring \$37,000 out of the General Fund-Fund Balance GL Account 101-000-390.000 and \$33,000 is transferred into General Fund-Mayor's Department Salaries & Wages GL Account 101-171-702.000 and \$2,000 is transferred to GL Account 101-171-715.000 and \$2,000 to GL Account 101-171-716.000-Medical Insurance.

This item cannot be approved until after the resolution to authorize the City Clerk to publish the notice of the budget amendment has been approved and one week after the publication of the notice. It takes 5 votes to approve a budget amendment.

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Mayor Tim Greimel

DATE: February 22, 2021

RE: **Resolution to Consider Planning Commission Appointments**

Honorable Council President and Members of the City Council:

As the Administration is continuing transition efforts, review of the Pontiac Boards and Commissions is underway. As you are aware many of the appointed seats within the various Boards and Commissions have expired.

The Administration along with the Transition Team are working hard to review each board and/or Commission to ensure those that are appointed to a particular board/commission are qualified individuals and are able to serve their appointed seat with the City of Pontiac's best interest in mind.

Article V. Section 2-372 of the Municipal Code, states the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee. Additionally, according to State Law and the Pontiac City Ordinance, the Mayor shall appoint the commissioners subject to approval by a majority of the City Council.

As such, it is requested that the Pontiac City Council confirm the following Mayoral appointments/reappointments to the Pontiac Planning Commission to a serve a three (3) year term beginning on the date council confirms the appointment.

- | | |
|-------------------------------|---|
| 1. Ashley Fegley | Reappointment |
| 2. Lucy Payne | Reappointment |
| 3. Christopher Van Northcross | Reappointment |
| 4. Mona Parlove | Reappointment |
| 5. Vernita Duvall | New Appointment |
| 6. Tim Shephard | New Appointment |
| 7. Mike McGuinness | New Appointment (Ex-Officio designated) |

Attachments



Resolution to Consider Planning Commission Appointments

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and the Pontiac City Ordinance, the Mayor shall appoint the commissioners subject to approval by a majority of the City Council; and

NOW THEREFORE BE IT RESOLVED, that Pontiac City Council hereby confirms the Mayoral reappointments to the Planning Commission of; Ashley Fegley, Lucy Payne, Christopher Van Northcross, Mona Parlove; and

BE IT FURTHER RESOLVED, that Pontiac City Council hereby confirms the Mayoral appointments to the Planning Commission of; Vernita Duvall, Tim Shephard, and Mike McGuinness to a three (3) year term commencing on the date Council confirms the appointment.

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Mayor Tim Greimel

DATE: March 1, 2022

RE: **Resolution to add new positions to City of Pontiac**

Honorable Council President and Members of the City Council:

As the Administration is continuing transition efforts, I would like to request to make changes to the positions in the Executive office. Currently, two positions from the Economic Development Department are serving as administrative support for the Executive office. This is both unsustainable and inefficient. In order to better serve the citizens of Pontiac, I would like to add the following positions to the Executive office org chart – Executive Office Coordinator and Constituent Services Manager.

The Executive Office Coordinator would serve as an office manager and front desk support. This individual would be the front line person with whom the public interacts. They would answer the phones and greet individuals who come to the executive office. Additionally, they would be responsible for managing supplies and light secretarial duties. Finally, they would serve as back-up to the Executive Assistants in the event that they are out of the office.

The Constituent Services Manager would serve to extend access to City government by being present in the community. This position would be responsible for attending meetings and communicating with the public. This position is meant to be a link between the City and residents who are not always able to attend City Council meetings or make it to City Hall during working hours.

Attachments



Resolution to add new positions to City of Pontiac

Whereas, The City of Pontiac Executive Office does not currently have sufficient staff to properly service constituents, and

Whereas, The City is currently meeting needs by using workers from other departments which is an inefficient and unsustainable, and

Whereas, the Mayor has requested that new positions be add to the City,

NOW THEREFORE BE IT RESOLVED, that Pontiac City Council hereby approves the creation of the following positions – Executive Office Coordinator, and Constituent Services Manager.

BE IT FURTHER RESOLVED, that Pontiac City Council will approved a budget amendment to facilitate filling both positions in the current fiscal year.