

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

48th Session of the 11th Council
August 30, 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

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

August 23, 2022 City Council Meeting Minutes

Special Presentations

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

1. Resolution Stating Disapproval of Conduct at August 23, 2022 City Council Meeting

Department of Public Works (DPW)

2. Resolution to Authorize the Mayor and DPW to enter into a Contract with Quadrate Construction Inc. for Senior Centers Improvements. The Improvements are funded by Community Development Block Grant (CDBG) funds

Finance

3. Resolution to Approve a Budget Amendment for Fiscal Year 2022-23 to Transfer \$5,870 from General Fund Balance GL Account 101-000-390-000 to the General Fund GL Account 101-690-702-0000 – Salaries and Wages, Redevelopment and Housing

Grants

4. Resolution to Approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Pontiac Storm and Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project in the Amount of \$500,000
5. Resolution to Authorize the City Clerk to Publish the Notice of a Proposed Budget Amendment for Fiscal Year 2022-23 to Increase Budgeted Revenues in the Amount of \$500,000 to the General Fund in Account 101-000-513.000, and Appropriation in the Amount of \$250,000 to Account 101-699-818.000 Other Professional Services, and \$250,000 to Account 101-699-959.001 Contribution to WRC

Human Resources (HR)

6. Resolution to Approve the Mayor to Sign and Enter into a Contract with ADP to replace the City's HR and Payroll Software System

Mayor's Office

7. Resolution to Receive Oakland County Appropriating American Rescue Plan Act – Local Fiscal Recovery Funds to Address Safety Concerns in the School District of the City of Pontiac – Funding Source for Police School Liaison Officer Program Agreement
8. Resolution to Approve the Police School Liaison Officer Program Agreement between the School District of the City of Pontiac and the City of Pontiac and to Authorize the Mayor to Sign the Agreement

Public Comment (Three Minutes Time Limit)

Discussion

9. Youth Recreation – Update Regarding Youth Recreation Center and Location

Communications

City Council

10. Canvas Pontiac Art Competition Submission Deadline is August 31, 2022; contact Main Street Pontiac or visit www.canvaspontiac.org for more information
11. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
12. Power Company Kids Club Fall Semester Begins September 10th, Pontiac residents can text (248) 253-1522 with their interest
13. Congresswoman Brenda Lawrence Coffee Hour, September 10, 2022 from 12:00 to 1:30 pm, held at Pontiac City Hall in the Council Chambers, 47450 Woodward Avenue, Pontiac 48342
14. Spotlighting the History of the Constitutional Amendment Granting Women the Right to Vote, September 14, 2022 at 6:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
15. Blood Drive, September 14, 2022 from 10:00 am to 4:00 pm, held at the Bowens Center, 52 Bagley Street Pontiac, MI 48341
16. Pontiac Farmers Market, September 18, 2022 from 1:00 to 4:00 pm, held at Hidden River Plaza, 11 N. Saginaw Street Pontiac, MI 48342
17. Oak Hill Cemetery Walk, September 18, 2022, Walking Tours at 2:00, 3:00, and 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342

18. Flu Shot Clinic, September 27, 2022 from 10:00 am to 1:00 pm, held at Bowens Center, 52 Bagley Street Pontiac, MI 48341
19. 2022 General Election is held on Tuesday, November 8, 2022 and polling locations are open from 7:00 am to 8:00 pm

Mayor's Office

20. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
21. MDOT Town Hall (Woodward Loop Conversation) September 7, 2022 at Bowen Center, 52 Bagley St. Pontiac, MI 48341
22. Lawn Chair Concert Series, September 8, 2022 at 6:00 pm, held at Charlie Harrison Park, 537 University Drive Pontiac, MI 48342, featuring Gwen Foxx
23. MDOT Town Hall (Woodward Loop Conversation) September 9, 2022 at Prospect Baptist Church, 351 Prospect St. Pontiac, MI 48341
24. Brunch + Community Conversations with Mayor Greimel, September 10, 2022 from 11:00 am to 1:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48340
25. Lawn Chair Concert Series, September 15, 2022 at 6:00 pm, held at Rotary Park in Pontiac
26. 2022 State of the City Address – 6:00 pm, September 29, 2022 at: The Crofoot, 1 S. Saginaw St. Pontiac, MI 48342
27. Brunch + Community Conversations with Mayor Greimel, October 8, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

**Official Proceedings
Pontiac City Council
47th 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, August 23, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Debbie Burgess, Calvary Missionary Church, Pontiac Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Greimel was absent.
Deputy Mayor Stephens was present.
A quorum was announced.

Amendments to and Approval of the Agenda

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

Motion to add-on a resolution to the agenda calling for Investigation of Nevada Street. Moved by Councilperson Goodman and second by Councilperson Nicholson.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman
No: None
Motion Carried

Motion to add-on a special presentation to the agenda from Oakland County Sheriff Use of Force. Moved by Councilperson Carrington and second by Councilperson Goodman.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James
No: None
Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Consent Agenda

22-225 **Resolution to approve the consent agenda for August 23, 2022.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the City Council has reviewed the consent agenda for August 23, 2022.

Now, Therefore, Be It Resolved that the City Council approves the consent agenda for August 23, 2022 including August 16, 2022 City Council Meeting Minutes and August 20, 2022 City Council Special Meeting Minutes.

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

No: None

Resolution Passed

Special Presentation

Oakland County Sheriff Use of Force – Agenda Add-on

Presentation Presenter: Captain Andre Ewing

Oakland80 Initiative by Oakland County

Pontiac School District Recent Developments, Millage Restoration Passage

Presentation Presenter: Pontiac School Board President Gill Garrett

Recognition of Elected Officials – Oakland County Commissioner Angela Powell and School Board President Gill Garrett

Agenda Address

1. Bishop Antonio Gibson addressed item #1
2. Gloria Miller addressed item #1
3. Jason Mitchell
4. Diressee Stephens addressed item #1
5. Kadijash Stephens addressed item #1
6. Larry Jasper addressed item #1

Agenda Items

Resolutions

City Council

~~22-226~~ **Resolution Calling for Investigation of Nevada Street Incident Involving Sheriff Department. (Agenda add-on)** Moved by Councilperson Rutherford and second by Councilperson Goodman. Discussion.

Motion to strike Nevada Street and change to Montana Street for the Resolution Calling for Investigation of Montana Street Incident Involving Sheriff Department. Moved by Councilperson Goodman and second by Councilperson Carrington.

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

No: None

Motion Carried

~~22-226~~ **Resolution Calling for Investigation of Montana Street Incident Involving Sheriff Department. (Agenda add-on)** Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, on August 19, 2022 Oakland County Sheriff Deputies responded to a call near the intersection of Franklin Road and Montana Street in Pontiac; and,

Whereas, a female resident with a history of mental health challenges was causing disruption in the street and deputies ultimately proceeded to restrain her, a physical engagement between the resident and multiple deputies ensued, and multiple closed fist punches were delivered to the resident by deputies; and, Whereas, footage from nearby residents, family members, and the Sheriff Department dashboard cameras were able to obtain some of the incident on film, though no body-worn cameras are yet in use for the Oakland County Sheriff Department so no film from that vantage point is available; and

Whereas, Oakland County Sheriff Department leadership and Oakland County Prosecuting Attorney's Office have provided initial information to the City of Pontiac on their assessment of the situation, including that use of force protocols were followed and appropriate in order to protect the physical safety of the deputies; now,

Therefore, Be It Resolved, the Pontiac City Council hereby calls for a thorough and fair investigation of the incident in question, to ensure the rights and physical safety of the Pontiac resident and Sheriff

Deputies were not infringed upon beyond what was both necessary and within protocols; and further Resolved, the City Council reiterates our firm advocacy and strong call for body-worn cameras for all Oakland County Sheriff Deputies assigned to Pontiac; and further

Resolved, The City Council requests from the Oakland County Sheriff Department further information on their department's use of force protocols and their citizen complaint procedures.

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

No: None

Resolution Passed

22-227 **Resolution Recognizing September 2022 as Sickle Cell Awareness Month in Pontiac.**
Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, sickle cell anemia and sickle cell disease, used interchangeably, refer to a group of inherited disorders that affect the red blood cells; and

Whereas, sickle cell disease is a disease in which a person's body produces abnormally shaped red blood cells that resemble a crescent or sickle, and that do not last as long as normal round red blood cells, which leads to anemia; and

Whereas, the sickle cells also get stuck in blood vessels and block blood flow, resulting in vaso-occlusive crises which can cause pain and organ damage; and

Whereas, sickle cell disease is a genetic disorder where individuals with the disease are born with two sickle cell genes, each inherited from one parent; and

Whereas, sickle cell disease is a chronic condition that can affect any organ, including the kidneys, lungs, and spleen, and research indicates that patients experience many severe complications, including stroke, infections, and pulmonary embolism, and have a shorter life expectancy than the general population; and

Whereas, Vaso-occlusive crises are a common painful complication of sickle cell disease in adolescents and adults which may occur several times a year, and these recurrent episodes induce severe pain; decrease quality of life; can cause life-threatening complications, including stroke; are the primary cause of hospitalizations in sickle cell disease; and are associated with increase mortality; and

Whereas, Vaso-occlusive crises are the leading cause of hospitalizations that last several days; and

Whereas, sickle cell disease can be a life-threatening condition leading to a 25 to 30-year reduction in life expectancy, and access to comprehensive care can be limited by social, economic, cultural, and geographic barriers; and

Whereas, an individual with only one sickle cell gene has a "sickle cell trait," which occurs in one out of every 13 African Americans and in one out of every 100 Latinos in the United States; and

Whereas individuals who have sickle cell trait have a 50-percent chance of passing on the abnormal sickle cell gene to future offspring and a 25-percent chance of having future children with sickle cell disease if both parents have the trait; and

Whereas, in 2010, the total number of babies born with sickle cell trait was estimated to have exceeded 60,000, and the total United States incidence estimate was 15.5 cases per 1,000 births; and

Whereas, the United States Centers for Disease Control and Prevention estimate that sickle cell disease affects approximately 100,000 Americans, and occurs among about 1 in every 365 Black or African-American births and 1 out of every 16,300 Hispanic-American births; and

Whereas more than 3,000,000 people in the United States have the sickle cell trait, and many are unaware of their status; and

Whereas, individuals living with sickle cell disease encounters barriers to obtaining quality care and improving their quality of life, these barriers include limitations in geographic access to comprehensive care, the varied use of effective treatments, the high reliance on emergency care and on public health programs, and the limited number of health care providers with knowledge and experience to manage and treat sickle cell disease; now,

Therefore, Be It Resolved that the Pontiac City Council recognizes and supports the goals and ideals of "Sickle Cell Disease Awareness Month"; and

Further Resolved, that we encourage the people of Pontiac and the greater community to hold appropriate programs, events, and activities during Sickle Cell Disease Awareness Month to raise public awareness of the sickle cell trait, preventative care programs, treatments, and other patient services for those suffering from sickle cell disease.

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

No: None

Resolution Passed

Grants

22-228 Resolution to authorize the City Clerk to publish the notice of a proposed Budget Amendment for Fiscal Year 2022-2023 to increase budgeted revenues in the amount of \$80,000 to General Fund in account 101-000-674-000 – Contribution from Public and \$70,000 to the General Fund in account 101-000-674-000 Contribution from Public, and appropriations in the amount of \$12,500 to account 101-228-702-000 Salaries and Wages, \$37,500 to account 101-228-818-000 – Other Professional Services, \$30,000 to account 101-228-731-000 – Computer Supplies, and \$70,000 to account 101-733-818-000 – Other Professional Services. Moved by Councilperson Parker and second by Councilperson Rutherford.

WHEREAS, the City of Pontiac timely approved the FY 2022-23 budget on June 22, 2022 and;

WHEREAS, the City of Pontiac was awarded an \$80,000 grant from the Community Foundation for Southeast Michigan for the purpose of upgrading the City of Pontiac's data management system and digital workspace to Office 365; and

WHEREAS, the City of Pontiac was awarded a \$70,000 grant from the Community Foundation for Southeast Michigan for purpose of conducting an evaluation of current processes and procedures, development of standard operating procedures and workflows, development of training materials, development of organizational chart and job descriptions, and a compilation of all of the aforementioned to support a Process Improvement Plan for the City of Pontiac Code Enforcement Division; and

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$150,000 for grant income, and increase the appropriations in the amount of \$150,000, representing grant expenditures; 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;

NOW, THEREFORE, BE RESOLVED, that the City Council hereby authorizes the City Clerk to publish the notice of a proposed budget amendment for Fiscal Year 2022-2023 amendment to increase budgeted revenues in the amount of \$80,000 to the General Fund in account 101-000-674-000-Contribution from

Public and \$70,000 to the General Fund in account 101-000-674-000 Contribution from Public, and appropriations in the amount of \$12,500 to account 101-228-702-000 Salaries and Wages, \$37,500 to account 101-228-818-000 Other Professional Services, \$30,000 to account 101-228-731-001 Computer Supplies, and \$70,000 to account 101-733-818-000 Other Professional Services.

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

No: None

Resolution Passed

Council Pro-Tem William Carrington excused himself from the meeting

Public Comment

1. Charles Renfrow
2. Quincy Stewart
3. Darryl Fowlkes
4. Robert Bass
5. Renee Beckley
6. H. Bill Maxey
7. Larry Jasper
8. Gloria Miller
9. Andrea Manns
10. Lavonte Travis
11. Lynn Travis

Discussions

Spotted Lanternfly Invasive Species in Pontiac

Great Lakes Water Authority Requests for 23 Communities, Including Pontiac, to Limit Outdoor watering

Oakland County Public Transportation Millage Proposal Added to 2022 General Election Ballot

Oakland County Land Bank Formally Enacted by County Commission, County Executive

Scam Alert: Mailings Targeting Local Homeowners, Claiming to be from County Deed Records

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Deputy Mayor Stephens, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker and Council President McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 10:15 p.m.

Garland S. Doyle
City Clerk

#1

RESOLUTION



Pontiac City Council Resolution

Stating Disapproval of Conduct at August 23, 2022 City Council Meeting

WHEREAS, the Pontiac City Council adopted the 11th City Council Rules and Procedures on January 11, 2022 to ensure the orderly, courteous, efficient, and effective consideration of City matters; and,

WHEREAS, the Council Rules and Procedures state that "no Councilmembers shall speak until recognized for that purpose by the Presiding Officer" and "after such recognition, the Councilmember shall confine discussion to the question at hand;" and,

WHEREAS, the Council Rules and Procedures further state that "Councilmembers should address their remarks to the Presiding Officer, maintain a courteous tone, and avoid interjecting a personal note into debate;" and,

WHEREAS, regarding citizen participation at the meeting, the Council Rules and Procedures further state that "each individual shall address the City Council in an orderly and dignified manner and shall not engage in conduct or language that disrupts, makes fun of, or otherwise impedes the orderly conduct of the Council Meeting" and that "members of the audience shall not engage in disorderly or boisterous activity including but not limited to: the utterance of loud, obnoxious, threatening, or abusive language, cheering, whistling, or any other acts that disturb, disrupt, impede, or otherwise interfere with the orderly conduct of the Council Meeting;" and,

WHEREAS, the Pontiac City Council adopted the City Council Code of Ethics on January 31, 2022, which states that a "City Council member shall not take any action or create the appearance of impeding government efficiency or economy;" and,

WHEREAS, the 11th City Council Meetings have on the whole been orderly, courteous, efficient, and effective; and,

WHEREAS, the August 23, 2022 City Council meeting was temporarily interrupted by disorderly and disruptive conduct by City Councilwoman Melanie Rutherford, which included speaking when she was not recognized by the Presiding Officer, disregarding the Presiding Officer's attempts to bring order back to the proceedings, and engaging in a discourteous and disorderly manner; and,

WHEREAS, Councilwoman Rutherford acknowledged that disruptive conduct was not acceptable and publicly apologized to the City Council and community at that same meeting; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby states our disapproval with the disruptive conduct by City Councilwoman Melanie Rutherford at the August 23, 2022 City Council meeting, in violation of our Council Rules and Procedures; and further

RESOLVED, this City Council will continue to work hard to ensure orderly, courteous, efficient, and effective City Council Meetings for the benefit of this Body, this City, and our residents.

#2

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Honorable City Council President and City Council

FROM: Al Cooley III, Interim Director of DPW

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: August 25, 2022

**RE: IMPROVEMENTS OF CITY OF PONTIAC SENIOR CENTERS
BOWENS AND RUTH PETERSON CENTERS**

The Department of Public Works advertised on 6/16/22 on Bidnet (MITN) and the City's website a Request for Proposals (RFP) for "*SENIOR CENTER IMPROVEMENTS TO THE ROBERT BOWENS AND RUTH PETERSON*" City-owned senior centers. We received and publicly opened bids for this RFP on July 15, 2022.

The City of Pontiac received a total of two bids:

1. Quadrate Construction Inc. \$634,750.00
2. Pontiac Drywall Systems Inc. \$637,375.00

DPW Engineering division reviewed the bids. Based on that review, the Department of Public Works recommends the award for this contract be issued to Quadrate Construction Inc., as they are the low-qualified bidder for this work.

The bid was based on work in designated areas of the two City-owned Centers defined in the scope of work. This work will update entry doors and bathrooms to ADA compliance.

Funding for this work will come from the Community Development Block Grant funds administered by Oakland County (\$135,606.12), Next 50 Grant (\$90,000), and the City's Capital Improvement funds (\$409,143.88) for a total of \$634,750.00.

As such the following resolution is recommended for your consideration.

Attachments:

Bid Summary
Copy of Request for Proposal (RFP)
Resolution
Senior Center Plans

RESOLUTION ON FOLLOWING PAGE



**RESOLUTION TO AUTHORIZE MAYOR AND DEPARTMENT OF PUBLIC WORKS
TO ENTER INTO A CONTRACT WITH QUADRATE CONSTRUCTION INC., FOR
SENIOR CENTER IMPROVEMENTS**

WHEREAS, The City of Pontiac has advertised and received bids for 2022 CDBG SENIOR CENTER IMPROVEMENTS on July 15, 2022, at a publicly opened bid and:

WHEREAS, The bid tab was prepared and reviewed, and Quadrate Construction Inc. was the low qualified bidder;

NOW, THEREFORE, BE RESOLVED, The Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Quadrate Construction Inc. for the "SENIOR CENTER IMPROVEMENTS" contract.

Senior Center Rehab Bids

Bidders	Quadrade	PDSI
Robert Bowens	\$297,595.00	\$361,548.00
Ruth Peterson	\$341,155.00 see note	\$275,827.00
Total both centers	\$638,750.00	\$637,375.00
 Bid Alternate A	 \$23,696.00	 No Bid
Bid Alternate B	-\$4,000.00	No Bid
Total both centers	\$638,750.00	\$637,375.00
City declines A	\$0.00	
City accepts B	-\$4,000.00	
 Final Totals	 \$634,750.00	 \$637,375.00

Note: Ruth Peterson center bid form had line #16 window blinds. This work was removed from bid spec plans for this phase.
 Quadrade bid \$6,000 on line #16. This amount was removed due to this work not being a part of this phase
 PDSI did not place a bid on line #16

City of Pontiac, Michigan Request For Proposal Senior Center Improvements to Robert Bowens and Ruth Peterson (Proposal# 22-0080)



TIM GREIMEL - MAYOR

The City of Pontiac, Michigan extends an invitation to qualified respondents to submit a proposal for fiscal sponsorship needs. **Prospective parties should submit detailed proposals on or before July 8, 2022, by 3:00 p.m.** Proposals received after this date and time will not be considered.

**CITY OF PONTIAC
FINANCE DEPARTMENT
PURCHASING DIVISION**

REQUEST FOR PROPOSALS

Proposal Submission:

Responses to this RFP should be submitted by the deadlines detailed below and can be sent to the attention of:

CITY CLERK'S OFFICE
CITY OF PONTIAC
47450 WOODWARD AVE.
PONTIAC, MI 48342

Proposal# 22-0080

SCOPE OF WORK:

The City of PONTIAC, Finance Department – Purchasing Division, is soliciting sealed bids for providing:

Construction services to complete improvements to Robert Bowens and Ruth Peterson Senior Centers

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit one (1) Original Hard Copy Unbound with original signatures of your bid.

Proposal submittal information MUST be received by the following dates and times:

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **July 8, 2022 at 3:00 pm (Eastern)**, City of PONTIAC, City Clerk's Office, 47450 WOODWARD AVE., PONTIAC, MI, 48342. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. Faxed bids are not accepted.
3. The mail in proposal must be received by due date and time.
4. There will be a public bid opening at City Hall directly following the bid deadline.

PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.

Any written questions regarding this project shall be directed to dcarrington@pontiac.mi.us
Questions are to be submitted by **June 30, 2022 at 10:00am.**

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

CITY OF PONTIAC SENIOR CENTER IMPROVEMENTS TO ROBERT BOWENS AND RUTH PETERSON Milestone Schedule

Milestone	Timeframe
RFP Issuance	Wednesday, June 15, 2022
Mandatory Pre-Bid Meeting	Thursday, June 23, 2022 at 10:00am
Questions submittal deadline	Thursday, June 30, 2022 at 10:00am
Vendor proposal due date	Friday, July 8, 2022 at 3:00pm
Award to Vendor and Notice to Proceed	Mid-July 2022

A Mandatory Pre-Bid meeting will be held at the Robert Bowens Senior Center Building, 52 Bagley St., Pontiac, MI 48342, on Thursday, June 23, 2022, at 10:00am. *Bids submitted by firms not in attendance at the Pre-Bid Meeting will not be accepted.* A site visit to the both the Robert Bowens Center and Ruth Peterson Senior Center Building (at 990 Joslyn Ave., Pontiac, MI 48342) will be done directly following the Pre-Bid meeting.

THIS PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of PONTIAC. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF PONTIAC IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department – Purchasing Division at least one (1) week prior to the proposal deadline indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of PONTIAC has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of PONTIAC, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of PONTIAC, the original document in the City of PONTIAC's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the City Clerk's Office, City of PONTIAC, 47450 Woodward Avenue, PONTIAC, Michigan 48342 by the date and time indicated as the deadline. The Clerk's Office time stamp will determine the official receipt time. It is each Bidder's responsibility to ensure that their proposal is time stamped by the Clerk's Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:30 a.m. to 4:30 p.m. local time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each, and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of PONTIAC.

- h) Proposals must be held firm for a minimum of 90 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of PONTIAC will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of PONTIAC. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of PONTIAC reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of PONTIAC, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of PONTIAC from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of PONTIAC will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of PONTIAC and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of PONTIAC if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of PONTIAC reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of PONTIAC, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 90 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may

recommend the next lowest responsive and responsible Bidder.

- 11) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 12) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
- a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 13) **BID HOLD:** The City of PONTIAC may hold bids for a period of ninety (90) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 14) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of PONTIAC and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 15) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 16) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or

omissions in specifications.

- 17) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 18) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Oakland County and the City of PONTIAC, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 19) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification, and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state, and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 20) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board, or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 21) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 22) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is

unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

- 23) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 24) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City.
- 25) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 26) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of PONTIAC.
 - b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of PONTIAC.
- These taxes shall be held in trust and paid over to the City of PONTIAC in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 27) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 28) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 29) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

30) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

31) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of PONTIAC, its elected and appointed officials, employees and volunteers and others working on behalf of the City of PONTIAC, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of PONTIAC, its elected and appointed officials, employees, volunteers or others working on behalf of the City of PONTIAC, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

32) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.

33) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

34) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be

furnished promptly to the City.

- 35) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 36) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of PONTIAC.
- 37) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 38) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
- 39) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 40) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 41) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom an award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 42) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered

in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.

- 43) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.

All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.

- 44) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid;

and to accept the proposal that in the opinion of the City is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

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

- 46) **LAWS AND MUNICIPAL ORDINANCES, PERMITS:** The respondent shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work,

or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority. The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

BID NO. 22-0080
SENIOR CENTER IMPROVEMENTS TO ROBERT BOWENS AND RUTH
PETERSON

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

City Clerk's Checklist:

- ☐ Cover Sheet
- ☐ Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- ☐ Exhibit B –Qualifications and Licenses Requirements
- ☐ Exhibit C – Disclosure of Supplier Responsibility Statement
- ☐ Exhibit D - List of References
- ☐ Exhibit E - Certificate of Insurance
- ☐ City of PONTIAC, Michigan Affidavit

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

<p style="text-align: center;">BID NO. 22-0080 SENIOR CENTER IMPROVEMENTS TO ROBERT BOWENS AND RUTH PETERSON</p>
--

1.0 PROPOSAL INVITATION

The City of PONTIAC seeks proposals from General Contractors interested in performing improvements to the Robert Bowens and Ruth Peterson Senior Centers. **The project is expected to commence in July 2022 and completed by December 16, 2022.**

The proposal must be comprehensive by including all services and costs necessary to complete the proposed work.

The City of PONTIAC is not liable in any manner or to any extent for any cost or expense incurred by the supplier in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the supplier or indirectly through the supplier's agents, employees, assigns or others, whether related or not to the supplier.

In submitting a proposal, Supplier agrees that all materials associated with, attached to, or referenced by the submitted proposal will become the property of the City of PONTIAC and may be incorporated into a subsequent contractual agreement between the successful supplier and the City of PONTIAC in an order of precedence as follows: (1) Contract Terms and Conditions; (2) Statement of Work; and (3) RFP.

The City of PONTIAC expects to enter into an agreement with the successful bidder for the term specified. Response to this RFP confirms an understanding that this is *not* a contract or offer of business by the City of PONTIAC. The City of PONTIAC's standard terms and conditions will apply to the contract as a result of this RFP.

ATTENTION

This is a Federally Funded project.

The Contractor and Subcontractors on this project must comply with HUD contract provisions 24 CFR part 85.36(i), the Davis-Bacon Act. Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Bid Documents. Bids will be awarded to the lowest responsible bidder. This municipality is an equal opportunity employer, businesses owned by women or minorities are strongly encouraged to bid.

2.0 PLANNED PROCUREMENT SCHEDULE

Selected suppliers will be required to submit a detailed construction schedule. Failure of a supplier to supply a schedule may result in the rejection of the supplier's proposal.

3.0 PROJECT SCOPE OF WORK AND REQUIREMENTS

Scope of Project

Various building improvements are outlined in the drawings and specifications. These include, plumbing, electrical, mechanical, door replacement, and general renovations.

Due to funding timing constraints, \$90,000 of the work must be completed by September 15, 2022, including the following:

1. Demolition.
2. Concrete work.
3. Asbestos abatement.
4. Rough wall framing (started, but not yet complete).
5. Rough plumbing, electrical and mechanical work (started, but not yet complete).
6. Ceiling alterations at restrooms and entrances (started, but not yet complete).

Note: Additional work tasks may be completed by this deadline but are not required.

BASE BID

Robert Bowens

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Demolition	1	@ Lump Sum_	= \$ _____
2. Asbestos Abatement	1	@ Lump Sum_	= \$ _____
3. Concrete Work (incl. removal and replacement)	1	@ Lump Sum_	= \$ _____
4. Masonry	1	@ Lump Sum_	= \$ _____
5. Cold Formed Metal Framing	1	@ Lump Sum_	= \$ _____
6. Drywall, Insulation and Ceilings	1	@ Lump Sum_	= \$ _____
7. Storefront Doors/Sidelights, Frames and Hardware	1	@ Lump Sum_	= \$ _____
8. Steel Doors, Frames and Hardware	1	@ Lump Sum_	= \$ _____
9. Resilient Flooring, Wall Base, and Floor & Wall Tile	1	@ Lump Sum_	= \$ _____
10. Electrical and Lighting	1	@ Lump Sum_	= \$ _____
11. Plumbing	1	@ Lump Sum_	= \$ _____
12. Mechanical	1	@ Lump Sum_	= \$ _____
13. Security Systems	1	@ Lump Sum_	= \$ _____
14. Toilet Partitions and Accessories	1	@ Lump Sum_	= \$ _____
15. Paint and Miscellaneous	1	@ Lump Sum_	= \$ _____
16. General Conditions, OH+P	1	@ Lump Sum_	= \$ _____
17. Contingency (Mandatory)	1	@ Lump Sum_	= \$ <u>25,000.00</u>
Total Amount of Bid			\$ _____

Ruth Peterson

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1. Demolition	1	@ Lump Sum_	= \$ _____
2. Asbestos Abatement	1	@ Lump Sum_	= \$ _____
3. Concrete Work (incl. removal and replacement)	1	@ Lump Sum_	= \$ _____
4. Masonry	1	@ Lump Sum_	= \$ _____
5. Cold Formed Metal Framing	1	@ Lump Sum_	= \$ _____
6. Drywall, Insulation and Ceilings	1	@ Lump Sum_	= \$ _____
7. Storefront Doors/Sidelights, Frames and Hardware	1	@ Lump Sum_	= \$ _____
8. Steel Doors, Frames and Hardware	1	@ Lump Sum_	= \$ _____
9. Resilient Flooring, Wall Base, and Floor & Wall Tile	1	@ Lump Sum_	= \$ _____
10. Electrical and Lighting	1	@ Lump Sum_	= \$ _____
11. Plumbing	1	@ Lump Sum_	= \$ _____
12. Mechanical	1	@ Lump Sum_	= \$ _____
13. Security Systems	1	@ Lump Sum_	= \$ _____
14. Toilet Partitions and Accessories	1	@ Lump Sum_	= \$ _____
15. Paint and Miscellaneous	1	@ Lump Sum_	= \$ _____
16. Window blinds	24	@ \$ _____	= \$ _____
17. General Conditions, OH+P	1	@ Lump Sum_	= \$ _____
18. Contingency (Mandatory)	1	@ Lump Sum_	= \$ 25,000.00

Total Amount of Bid \$ _____

Grand Total Amount of Bid, Robert Bowens and Ruth Peterson \$ _____

BID ALTERNATES

ALTERNATE A – Provide touchless faucets and flush valves where indicated, in lieu of base bid manually operated ones specified. This applied to both Robert Bowens and Ruth Peterson buildings.

The costs associated with this alternate shall be listed below and **SHALL NOT** be included in the Total Amount of the Bid for the Project above. The City will decide after the bids are opened whether to elect this alternate. This price shall be ADDED to the Base Bid Total amount.

ALTERNATE A Lump Sum Price \$ _____

ALTERNATE B – In lieu of removing and replacing wall construction to accommodate the new door orientations at Robert Bowens doors 03 and 04 (at Women B12 and Men B13 rooms), provide new doors as specified in the existing wall openings. Size and swing directions to match existing.

The costs associated with this alternate shall be listed below and **SHALL NOT** be included in the Total Amount of the Bid for the Project above. The City will decide after the bids are opened whether to elect this alternate. This price shall be DEDUCTED from the Base Bid Total amount.

ALTERNATE B Lump Sum Price \$ _____

Contingency

The contingency allowances included within the bid document are to be utilized at the discretion of the City to cover unforeseen work that was not included in the project scope. The successful bidder shall obtain prior approval from the City, or its designee, prior to completing work using contingency funds.

Desired Outcome

The project is expected to commence in mid-July 2022. Select items of the work shown in the drawings and specifications must be completed by September 15, 2022. All other items are expected to be completed by December 16, 2022.

4.0 RFP REQUIREMENTS

Respondents submitting proposals must:

- A. Complete all forms per checklist on Page 14 of this package.
- B. Secure all required insurance and bonds.
- C. Provide pricing for all items of work.
- D. Provide a preliminary construction schedule.

5.0 EVALUATION CRITERIA

Contractor selection will be evaluated based upon the following criteria:

- Overall qualifications and demonstrated effectiveness through applicable experience
- Proposed fees
- Conformance to the Schedule
- W/MBE Participation

All proposals will be evaluated on the following criteria:

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of PONTIAC, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: _____

Fed. ID #: _____

Company (Respondent): _____

Address: _____

City, State & Zip Code: _____

Phone / Fax Number: _____ FAX: _____

Email: _____

Print Name and Title: _____

(Authorized Representative)

Signed: _____

(Authorized Representative)

❖ **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

Please give a synopsis of your qualifications and experience with this service:

Please list Licenses:

How long have you been in operation?

Have you done business with the City of PONTIAC?

If yes, please state the project name.

Have you worked on projects with CBDG funding?

If yes, please state the project(s) name and if you are a Women's and Minority Business Enterprise (W/MBE).

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS**

Providing the following contact information enables the City of PONTIAC to contact those accounts as references.

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

❖ **EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS (CONTINUES)**

Reference #3:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

❖ EXHIBIT E – CERTIFICATE OF INSURANCE**INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of PONTIAC.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUED)

Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of PONTIAC, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn,
deposes and says that they are the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at _____, in said County and State,

this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

FOR CORPORATION

STATE OF _____

S.S.

COUNTY OF _____

_____ being duly sworn, deposes and says that she/he/they
is _____ of _____

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of _____
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage
over other bidders.

Subscribed and sworn to before me at _____, in said County and State,
this _____ day of _____, A.D. 20_____,

*Notary Public, _____ County, _____

My Commission expires _____, 20____

**CITY OF PONTIAC SENIOR CENTER IMPROVEMENTS TO ROBERT
BOWENS & RUTH PETERSON
SUBMITTAL FORM FOR QUESTIONS**

1.

2.

3.

4.

5.

Company Name	
Representative Name	
Address:	
Telephone Number	
Email Address	

(Representative Signature)

Date

Please email this form to the attention of Darin Carrington at the City of Pontiac.

Email: purchasing@pontiac.mi.us

Questions are to be submitted by June 30, 2022 at 10:00am.

CITY OF PONTIAC, MICHIGAN



SENIOR CENTER IMPROVEMENTS, PHASE 1 ROBERT BOWENS AND RUTH PETERSON

RFP# 22-0080

ISSUED FOR BID
05.31.2021

PREPARED BY:

HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE P.O. BOX 824
BLOOMFIELD HILLS, MI. 48303 - 0824

PHONE: (248) 454-5300
FAX (1st Floor): (248) 454-5312
FAX (2nd Floor): (248) 454-8359
WEB SITE: <http://www.hrcengr.com>



LIST OF DRAWINGS

SHEET NO. SHEET TITLE

SHEET NO. SHEET TITLE

GENERAL

GENERAL

ARCHITECTURAL

MECHANICAL

A-1 NOTES AND SCHEDULES
A-2 ROBERT BOWENS DEMOLITION PLAN
A-3 ROBERT BOWENS REFERENCE PHOTOS
A-4 ROBERT BOWENS FLOOR AND CEILING PLANS
A-5 ROBERT BOWENS CHANGED PLANS, SECTIONS, AND DETAILS
A-6 ROBERT BOWENS SECTIONS, DETAILS, AND ELEVATIONS
A-7 RUTH PETERSON DEMOLITION PLANS
A-8 RUTH PETERSON REFERENCE PHOTOS
A-9 RUTH PETERSON FLOOR AND CEILING PLANS
A-10 RUTH PETERSON CHANGED PLANS, SECTIONS, AND DETAILS
A-11 RUTH PETERSON ELEVATIONS
A-12 GENERAL DETAILS

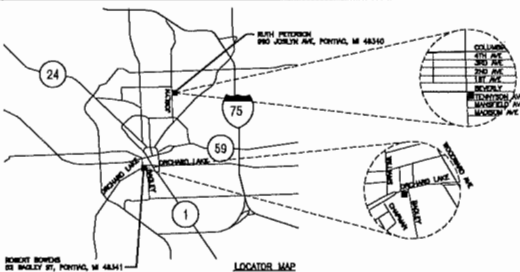
M-1 ROBERT BOWENS MECHANICAL DEMOLITION PLAN
M-2 ROBERT BOWENS PLUMBING PLANS
M-3 ROBERT BOWENS HANG PLANS
M-4 RUTH PETERSON MECHANICAL DEMOLITION PLAN
M-5 RUTH PETERSON PLUMBING PLANS
M-6 RUTH PETERSON HANG PLANS
M-7 RUTH PETERSON HANG PLANS
M-8 MECHANICAL SPECIFICATIONS
M-9 MECHANICAL, SECTIONS, SCHEDULES, AND LEGENDS

ELECTRICAL

E-1 ROBERT BOWENS DEMOLITION PLAN AND DEMOLITION NOTES
E-2 RUTH PETERSON ELECTRICAL DEMOLITION PLANS
E-3 ROBERT BOWENS OVERALL ELECTRICAL PLAN
E-4 ROBERT BOWENS ELECTRICAL, POWER AND LIGHTING PLANS
E-5 RUTH PETERSON LIGHTING AND POWER PLAN
E-6 ELECTRICAL DETAILS AND SCHEDULES

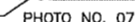
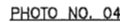
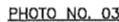
PROJECT NOTES

ALL DRAWINGS ARE INTENDED TO BE USED IN CONSTRUCTION OF THIS PROJECT, AND NEITHER STATE OR FEDERAL REQUIREMENTS WILL APPLY.
CONTRACTOR MUST COMPLY WITH ALL REQUIREMENTS OF 1978 PA 443 (ELLIOTT-LAMON CIVIL RIGHTS ACT) AND 1978 PA 320 (PETERSON WITH DISABILITIES CIVIL RIGHTS ACT). IN ADDITION, IN ACCORDANCE WITH THESE LAWS, THE CONTRACTOR AND ANY SUBCONTRACTORS WILL NOT DISCRIMINATE AGAINST AN EMPLOYEE OR APPLICANT FOR EMPLOYMENT WITH RESPECT TO RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, AGE, SEX, HEIGHT, WEIGHT, SEXUAL ORIENTATION OR ANY OTHER CHARACTERISTIC THAT IS UNRELATED TO THE INDIVIDUAL'S ABILITY TO PERFORM THE DUTIES OF A PARTICULAR JOB OR POSITION. A VIOLATION OF THIS CONTRACT WILL BE CONSIDERED AS A VIOLATION OF THE CONTRACT AND OF THE PROJECT AGREEMENT.



HUBBELL, ROTH & CLARK, INC.
JOB NO. 2201128
PREPARED UNDER THE SUPERVISION OF:
REGISTERED ARCHITECT
MICHIGAN REGISTRATION NO.

SEAL



HRC
HUBBELL, BOTT & CLARK, INC.
CONSULTING ENGINEERS SINCE 1911

500 WALTON DRIVE
BLANCKENHILL BLVD., WILCOX, GA. 30699

PH: (404) 454-6300
FAX (404) 454-6312
FAX (404) 454-6300

[illegible]

CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0080

ROBERT BOWEN'S
REFERENCE PHOTOS

HWID #00143	PC FILE
20231112A	
DATE	SHEET NO
Nov. 2023	D-28

5/2/2022 11:18 AM
5/2/2022 11:18 AM
5/2/2022 11:18 AM

NOTES:
THESE DRAWINGS ARE BASED ON FIELD MEASUREMENTS AND INDICATE THE GENERAL ARRANGEMENT OF THE EXISTING FACILITY. NO GUARANTEE IS MADE, OR FIELD MEASUREMENTS, AS TO THE COMPLETION OR ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. PLANNED WORKS AND INFORMATION SHALL BE THE RESPONSIBILITY OF THE ARCHITECT PRIOR TO CONSTRUCTION AND CONSTRUCTION ACTIVITIES.

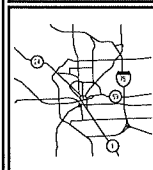
WALL LEGEND:
FILL BODY, 1/2" CHG WALL, 1/2" GYP. BOARD, FUR CUT WITH STUDS AND DETAIL TO MATCH EXIST.
FILL BODY, 1/2" CHG WALL, STUDS AT 16" O.C., 1/2" GYP. BOARD AND 8-13 BATT INSULATION MIN. (U.S.G.)
MATCH THICKNESS OF CONNECTED EXIST. WALLS UNLESS OTHERWISE NOTED. VERIFY EXIST. WALL THICKNESSES, FRAMING, AND MATERIALS IN FIELD.

PLUMBING FIXTURES	
PLUMBING FIXTURES: 1. OCCUPANCY CALCULATED PER MFG TABLE 100.1A.1. 2. PLUMBING FIXTURES CALCULATED BASED ON A-3 OCCUPANCY PER MFG TABLE 403.1.	
REQUIRED FIXTURES: 450 OCCUPANTS 250 MEN, 200 WOMEN	
MEN (X) SINKS (1:250) (X) TOILETS (1:150) (X) URINALS (1:150)	MEN (X) SINKS (1:250) (X) TOILETS (1:150) (X) URINALS (1:150)
WOMEN (X) SINKS (1:250) (X) TOILETS (1:150) (X) URINALS (1:150)	WOMEN (X) SINKS (1:250) (X) TOILETS (1:150) (X) URINALS (1:150)
*NOTE: PER MFG TABLE 100.1A.1, NUMBER OF TOILETS IS NOT BEING REDUCED FROM EXISTING COUNT, THEREFORE DOES NOT NEED TO COMPLY WITH 2015 MFC.	



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1913
100 WEST BAY
BIRMINGHAM, AL 35203
205.981.1111
www.hrc-engineers.com

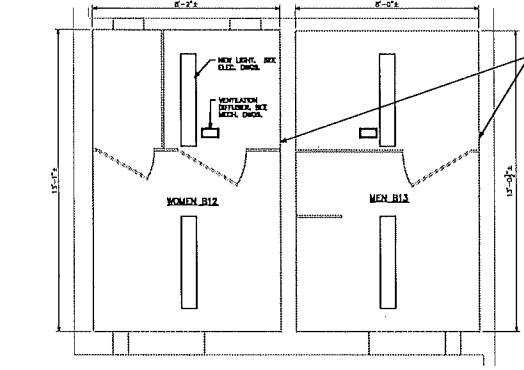
25-11-1	25-11-1
25-11-2	25-11-2
25-11-3	25-11-3
25-11-4	25-11-4
25-11-5	25-11-5
25-11-6	25-11-6
25-11-7	25-11-7
25-11-8	25-11-8
25-11-9	25-11-9
25-11-10	25-11-10
25-11-11	25-11-11
25-11-12	25-11-12
25-11-13	25-11-13
25-11-14	25-11-14
25-11-15	25-11-15
25-11-16	25-11-16
25-11-17	25-11-17
25-11-18	25-11-18
25-11-19	25-11-19
25-11-20	25-11-20
25-11-21	25-11-21
25-11-22	25-11-22
25-11-23	25-11-23
25-11-24	25-11-24
25-11-25	25-11-25
25-11-26	25-11-26
25-11-27	25-11-27
25-11-28	25-11-28
25-11-29	25-11-29
25-11-30	25-11-30



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0880

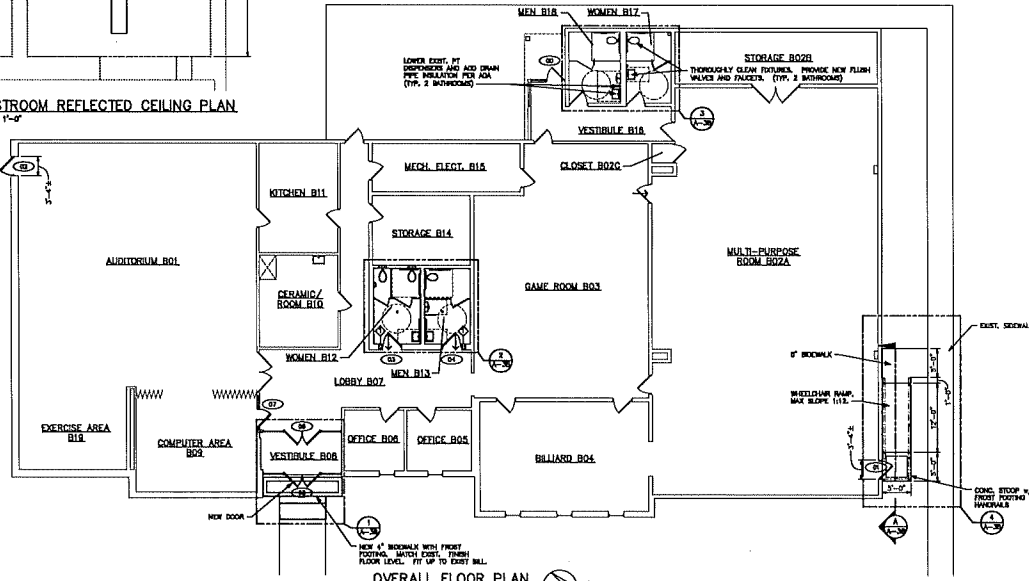
ROBERT BOWEN'S
FLOOR AND
CEILING PLANS

NO. 2011118
DATE May 2022
SCALE AS NOTED
SHEET A-28



ADA RESTROOM REFLECTED CEILING PLAN
SCALE: 1/8" = 1'-0"

BUILDING CODE DATA	
PROJECT DESCRIPTION: PROJECT IS A LIMITED INTERIOR RENOVATION TO THE EXISTING RESTROOM AND EXISTING DOORS AT THE ROBERT BOWEN SENIOR CENTER.	
APPLICABLE CODES: 2015 MICHIGAN BUILDING CODE (MBC) 2015 NATIONAL ELECTRICAL CODE (NEC) WITH MICHIGAN AMENDMENTS 2015 MICHIGAN MECHANICAL CODE 2015 MICHIGAN PLUMBING CODE 2015 MICHIGAN LIFTING EQUIPMENT CODE 2015 MICHIGAN REMODEL CODE FOR EXISTING BUILDINGS (RMBC) 2015 ASHRAE 90.1-2010 2015 INTERNATIONAL FIRE CODE	
USE GROUP (EXC. 200, A-3 ASSEMBLY (EXISTING))	
CONSTRUCTION TYPE (WALL AND ROOF): EXISTING	
TOTAL FLOOR AREA: 10,000 SF (EXISTING)	
CLASSIFICATION OF WORK (ARTERIAL ONLY): --- ATTACHED WORK AREAS ARE CLASSIFIED AS A LEVEL 2 ALTERNATE FOR SECTION B01.	
EXISTING DOORS: EXISTING LOCATIONS TO REMAIN	
TRAVEL DISTANCE: DISTANCE TO AN EXIT ACCESS DOES NOT EXCEED 300 FEET FOR AREAS CONSIDERED UNDER THIS WORK.	
ACCESSIBILITY: BUILDING IS REQUIRED TO COMPLY WITH ACCESSIBILITY REQUIREMENTS. ALL DOOR THRESHOLDS 1/2" OR LESS AS SPECIFIED AND INSTALLED IN ACCORDANCE WITH DIVISION 8 SPECIFICATIONS.	
OCCUPANT LOADS (TABLE 100.1A.1 & 100.1A.2 FLOOR AREAS):	
ASSEMBLY (EXISTING)	8700 SQ. FT. / 15 = 580
KITCHEN (EXISTING)	340 SQ. FT. / 200 = 2
BREAKFAST (EXISTING)	330 SQ. FT. / 200 = 2
STORAGE/ARCH. (EXISTING)	730 SQ. FT. / 200 = 4
CLASSROOM (EXISTING)	340 SQ. FT. / 20 = 17
EXERCISE (EXISTING)	800 SQ. FT. / 70 = 11
TOTAL	600



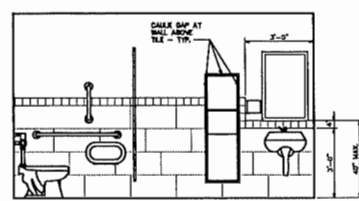
OVERALL FLOOR PLAN
SCALE: 1/8" = 1'-0"

8/10/2022 11:18 AM

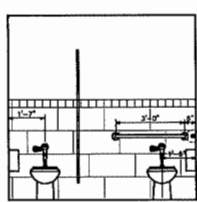
4/2/2022 10:18 AM

\\s01\projects\11000\11000.dwg

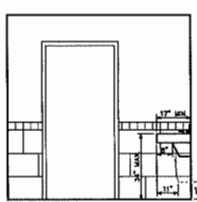
4/2/2022 10:18 AM



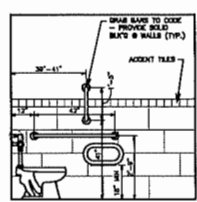
INTERIOR ELEVATION 5
SCALE: 1/8" = 1'-0"



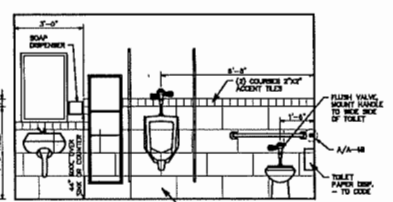
INTERIOR ELEVATION 4
SCALE: 1/8" = 1'-0"



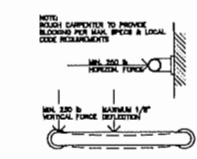
INTERIOR ELEVATION 3
SCALE: 1/8" = 1'-0"



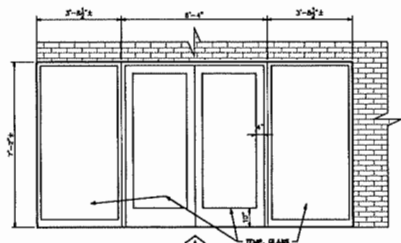
INTERIOR ELEVATION 2
SCALE: 1/8" = 1'-0"



INTERIOR ELEVATION 1
SCALE: 1/8" = 1'-0"



GRAB BAR DETAIL
A. T. B. A-48



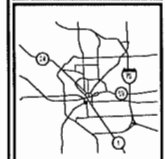
NEW EAST ENTRANCE ELEVATION
SCALE: 1/8" = 1'-0"

NOTES:
1. THESE DRAWINGS ARE BASED ON FIELD MEASUREMENTS AND INDICATE THE GENERAL ARRANGEMENT OF THE CENTER FACILITY. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETION OR ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. PARTIES USING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETION PRIOR TO CONSTRUCTION AND CONSTRUCTION ACTIVITIES.



HRC
HEIMEL, BOTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1913
10000 E. 12TH AVE., SUITE 100
PONTIAC, MI 48134
TEL: (313) 486-1111
FAX: (313) 486-1111
WWW.HRC-INC.COM

DATE	DESCRIPTION
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP



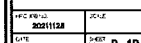
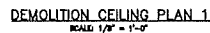
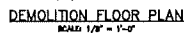
CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP # 22-0080

ROBERT BOWENS
SECTIONS, DETAILS,
AND ELEVATIONS

DATE	DESCRIPTION
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP
05/14/22	REVISED FOR RFP

DATE: 05/14/22
DRAWN: R. BOWENS
CHECKED: R. BOWENS
SCALE: AS NOTED
A-48

NOTE: VERIFY IF WALLS BEING MODIFIED ARE BEARING OR NOT. IF THEY ARE BEARING, CONTACT THE ENGINEER FOR FURTHER DIRECTION.



May 2022

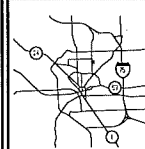


HANG WANTS TO BE REPLACED IN EXIST. LOCATION

REMOVE LIGHTS, COORDINATE WITH ELECTRICAL DRAWINGS



(S-1A-Z)	CHECKED FOR SIG
(S-VV-Z)	SIG CHECK IS PRE REQD
(U-11-Z)	SIG CHECK IS PRE REQD
DATE	REF TO US WAGON REG SIGNATURE
DISTRICT	SIG
OFFICE	SIG
CHECKED BY	AAM
VENDOR	IDH



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP # 22-0080

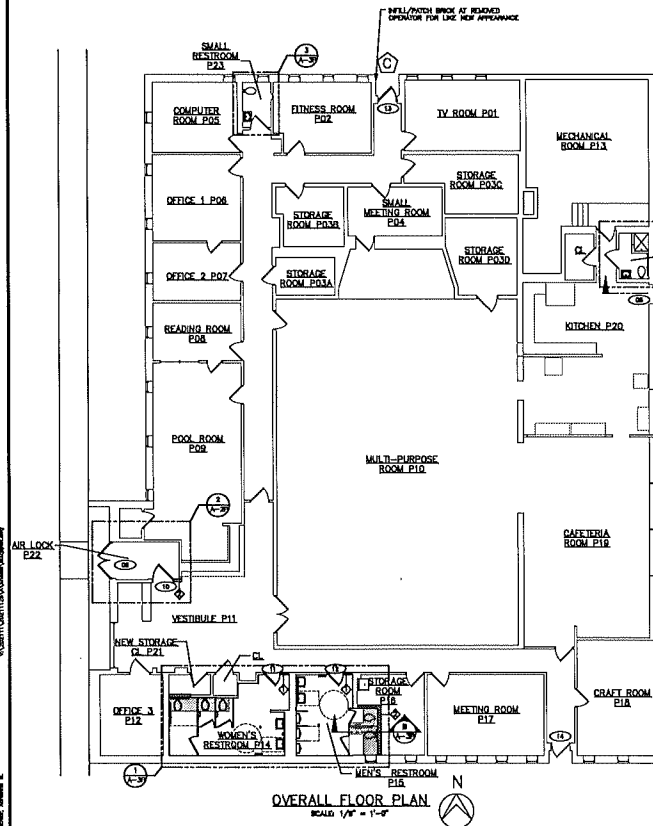
RUTH PETERSON
REFERENCE PHOTOS

1-PC 100/102	204.4E
20211128	
DATE	5-EST
May 2022	102 0-2P

WALL LEGEND

- ◆ FULL HEIGHT, 8" CMU WALL, w/ 3/8" GYP. BOARD. FIN OUT WITH STUDS AND CRTWALL TO MATCH EXIST.
- ◆ FULL HEIGHT STEEL STUD WALL, STUDS AT 16" O.C., w/ 3/8" GYP. BOARD AND R-13 BATT INSULATION MIN. UNCL.

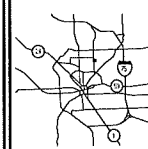
MATCH THICKNESS OF CONNECTED EX. WALLS UNLESS OTHERWISE NOTED
WOXY EXIST. WALL THICKNESSES, FRAMING, AND MATERIALS IN FIELD.



PLUMBING FIXTURES

PLANNING FUTURE		PLANNING FUTURE	
* OCCUPANCY CHARGES PER INFO TABLE TOTALS.		* OCCUPANCY CHARGES PER INFO TABLE TOTALS.	
* FUTURE FUTURE CALCULATED BASED ON 7-3		* FUTURE FUTURE CALCULATED BASED ON 7-3	
OCCUPANCY PER INFO TABLE (63.1)		OCCUPANCY PER INFO TABLE (63.1)	
WOMEN ROOMS		WOMEN	
348 OCCUPANTS		348 OCCUPANTS	
175 WOMEN, 173 WOMEN		175 WOMEN, 173 WOMEN	
WOMEN		WOMEN	
(1) SPACES (1:00)	(1) SPACES (1:00)	(1) SPACES (1:00)	(1) SPACES (1:00)
(2) TOILETS (1:05)	(2) TOILETS (1:05)	(2) TOILETS (1:05)	(2) TOILETS (1:05)
WOMEN'S ROOMS PIA		WOMEN'S ROOMS PIA	
EXISTING		EXISTING	
(1) SPACES	(2) SPACES	(1) SPACES	(2) SPACES
(2) TOILETS	(2) TOILETS	(2) TOILETS	(2) TOILETS
PROPOSED		PROPOSED	
(1) SPACES	(2) SPACES	(1) SPACES	(2) SPACES
(2) TOILETS	(2) TOILETS	(2) TOILETS	(2) TOILETS
SMALL RESTROOM PIA		SMALL RESTROOM PIA	
EXISTING		EXISTING	
(1) TOILET (0:40)	(1) TOILET (0:40)	(1) TOILET (0:40)	(1) TOILET (0:40)
BACK RESTROOM PIA		BACK RESTROOM PIA	
EXISTING		EXISTING	
(1) TOILET (0:40)	(1) TOILET (0:40)	(1) TOILET (0:40)	(1) TOILET (0:40)

BUILDING CODE DATA

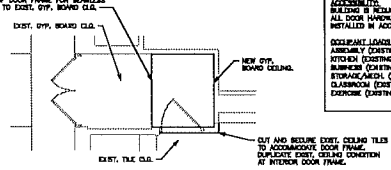
[illegible][illegible]

CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
REP# 22-0080

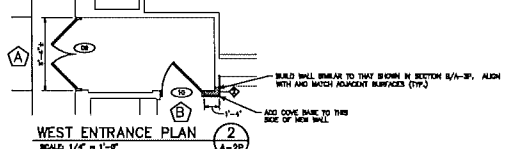
RUTH PETERSON
FLOOR AND
CEILING PLANS

DATE 20211128	SCALE AS NOTED
DATE May 2022	SHEET A-2P

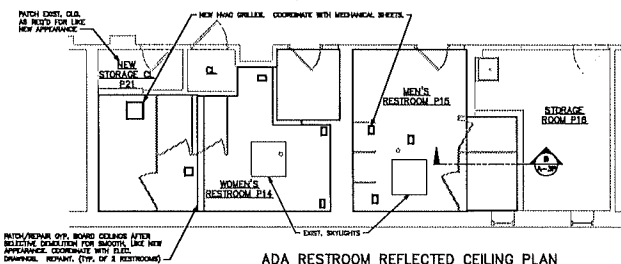
WEST ENTRANCE REFLECTED CEILING PLAN



WEST ENTRANCE PLAN



ADA RESTROOM REFLECTED CEILING PLAN



REMARKS:

1. INITIAL FEATURES PER MPD, RECOMMENDATIONS & AGA GUIDELINES. PHONEME ALPHABET AND MPD.
2. TO BE FURNISH DRAUGHTS FOR EXACT SPEECH / DETAILS ON PULSING PULSING.
3. PHONEME SOLIDITY TRANSITION STAMP AT ALL EMPLOYED CODES OF THE PULSING AND WALLS.
4. ALTERNATIVE MANLY, MAY BE CONSIDERED, MODULO SPEECH ABOVE ARE PREFERRED. SUBMIT OUT SHEETS FOR OWNER REVIEW & APPROVAL.

2. GYP. BOARD CEILING FLUSH WITH EXIST.
3. 1/2" STL. STUDS, SUSPENDED FROM
LCT. ABOVE. ANCHOR PER MANUF.
COMMENTS: (AT SPACE FORMERLY PART
STORAGE ROOM.)

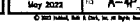
PAINT EXIST. GYP. AND CEILING

NEW W. BOARD

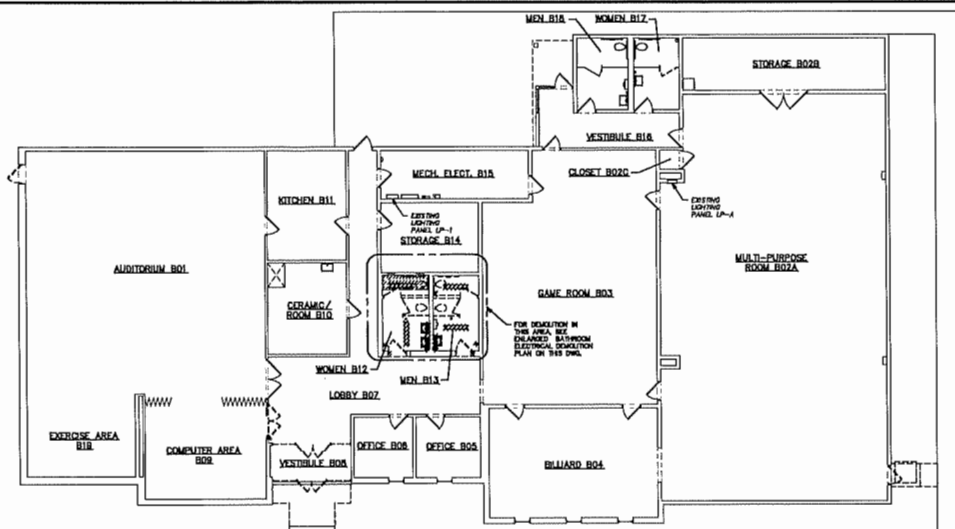
THESE DRAWINGS ARE BASED ON FIELD MEASUREMENTS. GENERAL ARRANGEMENT OF THE EXISTING FACILITIES, MADE, OR SHOULD BE ASSUMED, AS TO THE ACCURACY OF THE INFORMATION SHOWN ON THIS DRAWING. INFORMATION SHALL FIELD VERIFY THE ACCURACY TO DEMOLITION AND CONSTRUCTION ACTIVITIES.



1

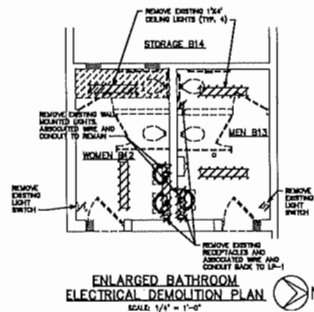


© 1997 HARCOURT, INC. A DIV. OF J.C. HOLT & CO., INC. All Rights Reserved.



ROBERT BOWENS CENTER OVERALL
ELECTRICAL DEMOLITION PLAN

SCALE: 1/8" = 1'-0"



**ENLARGED BATHROOM
ELECTRICAL DEMOLITION PLAN**

SCALE: 1/4" = 1'-0"

DEMOLITION NOTES:

1. THE CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY CHECK THE FIELD CONDITIONS AND THE

- [illegible]

[illegible]

CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0080

ROBERT BOWEN'S CENTER
DEMOLITION PLAN AND
DECONTAMINATION NOTES

FILED	20221128	2022	AS NOTED
DATE	May 2022	THREE 4-3	DE-1

© 2003 Reed, Inc. & Reed, Inc. & Reed, Inc.

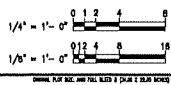
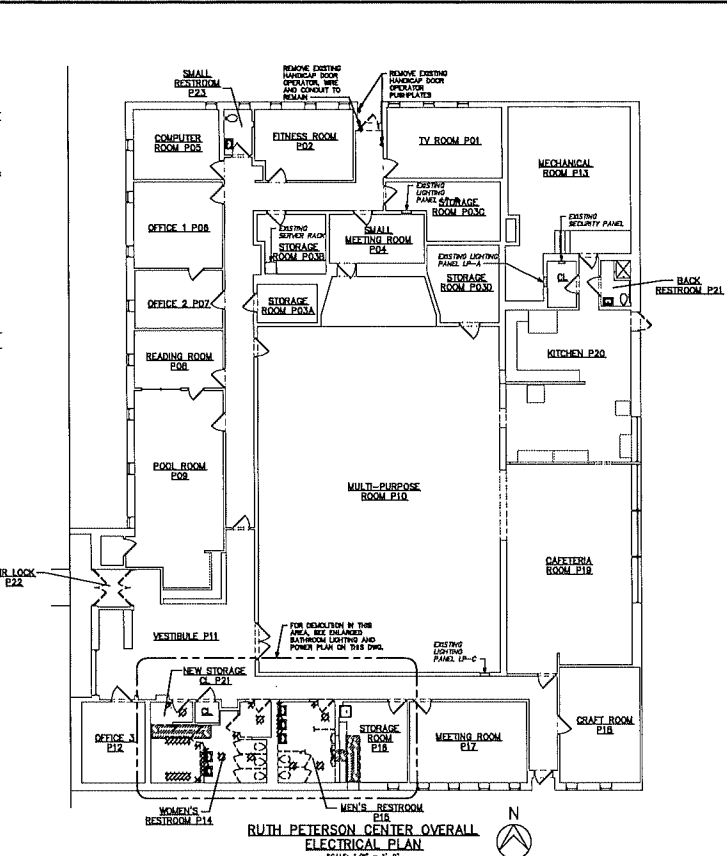
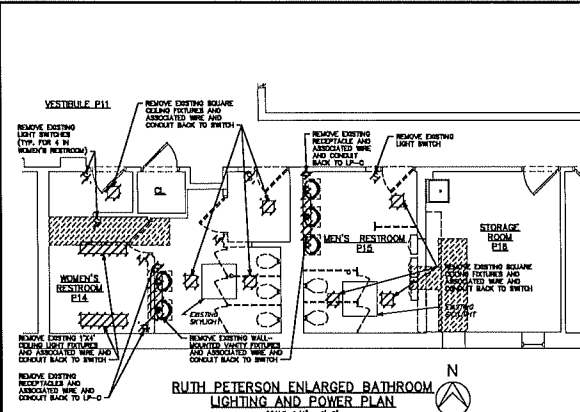
$1/8^{\circ} = 1^{\circ} - 0^{\circ}$


© 2003 Reed, Inc. & Reed, Inc. & Reed, Inc.

1/4" = 1'-0"

1/8" = 1'-0"


1/4" = 1'-0"





HRC
HUBBARD, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
1400 WEST 10TH AVE. P.O. BOX 100
PONTIAC, MI 48133
TEL: (313) 381-1000 FAX: (313) 381-1001
WWW.HRC-INC.COM

NO.	DESCRIPTION	DATE
01	ISSUED FOR BIDDING	05/11/2012
02	10% COMPLETE	05/11/2012
03	20% COMPLETE	05/11/2012
04	30% COMPLETE	05/11/2012
05	40% COMPLETE	05/11/2012
06	50% COMPLETE	05/11/2012
07	60% COMPLETE	05/11/2012
08	70% COMPLETE	05/11/2012
09	80% COMPLETE	05/11/2012
10	90% COMPLETE	05/11/2012
11	100% COMPLETE	05/11/2012

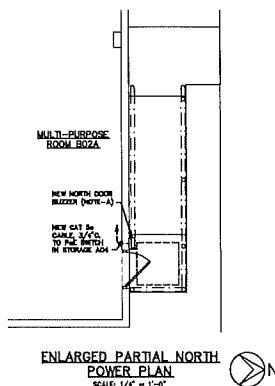


**CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0080**

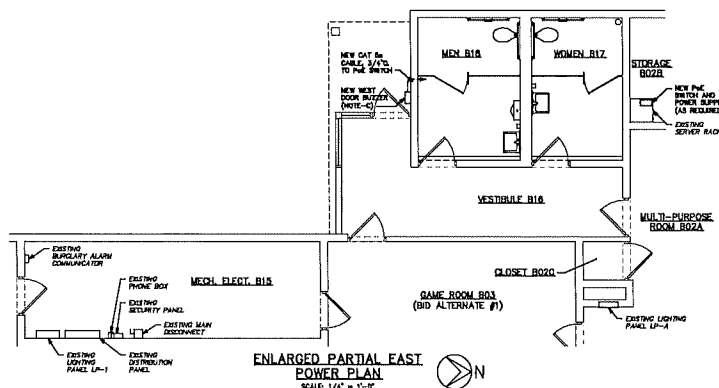
**RUTH PETERSON CENTER
ELECTRICAL DEMOLITION PLANS**

NO.	DESCRIPTION	DATE
01	ISSUED FOR BIDDING	05/11/2012
02	10% COMPLETE	05/11/2012
03	20% COMPLETE	05/11/2012
04	30% COMPLETE	05/11/2012
05	40% COMPLETE	05/11/2012
06	50% COMPLETE	05/11/2012
07	60% COMPLETE	05/11/2012
08	70% COMPLETE	05/11/2012
09	80% COMPLETE	05/11/2012
10	90% COMPLETE	05/11/2012
11	100% COMPLETE	05/11/2012

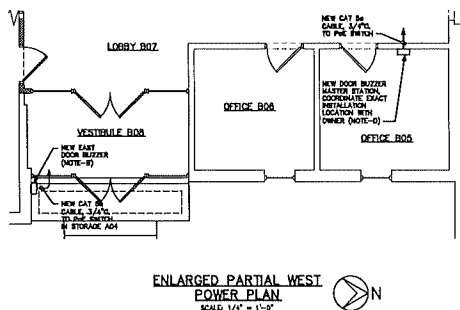
ENLARGED PARTIAL NORTH
POWER PLAN
SCALE: 1/4" = 1'-0"



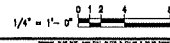
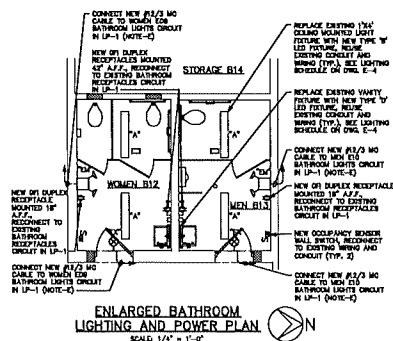
ENLARGED PARTIAL EAST
POWER PLAN



ENLARGED PARTIAL WEST
POWER PLAN
SCALE: 1/4" = 1'-0"



ENLARGED BATHROOM
LIGHTING AND POWER PLAN
SCALE: 1/4" = 1'-0"



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1911
445 N. MILITARY BLVD. P.O. BOX 1000

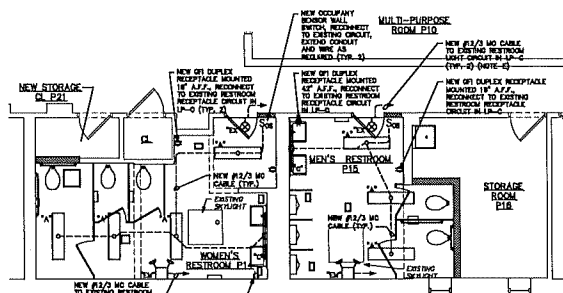
PRIME: (121) 454-4400
FAX (Toll Free): (800) 454-4402
FAX (On L. Phone): (212) 424-4402

[illegible]

CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
REP# 22-0080

ROBERT BOWENS CENTER
ELECTRICAL PARTIAL POWER
AND LIGHTING PLANS

FILED	DATE
20211128	AS NOTED
GIVE	SHEET
May 2022	112 E-2

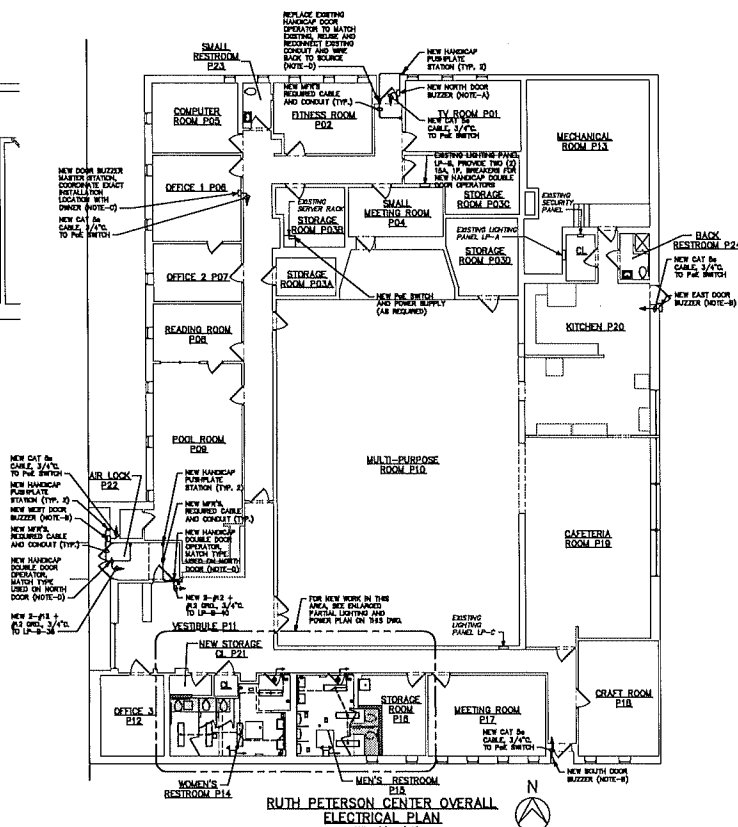


RUTH PETERSON ENLARGED PARTIAL
LIGHTING AND POWER PLAN

SCALE: 1/4" = 1' = 0

PLAN NOTES:

- A. FURNISH NEW DOOR BUZZER SYSTEM AND REQUIRED APPURTENANCES COMPLETE WITH A SILENT ALARM, PORTION SWITCH AND NEEDS TO BE CONNECTED TO THE EXISTING WIRING AND WIRING SHALL BE MANUFACTURED BY APHCOE OR EQUAL. COORDINATE NEELS NO. WITH THE MANUFACTURER'S INSTRUCTIONS.
- B. FURNISH NEW DOOR BUZZER SYSTEM AND REQUIRED APPURTENANCES COMPLETE WITH A SILENT ALARM, PORTION SWITCH AND NEEDS TO BE CONNECTED TO THE EXISTING WIRING AND WIRING SHALL BE MANUFACTURED BY APHCOE OR EQUAL. COORDINATE NEELS NO. WITH THE MANUFACTURER'S INSTRUCTIONS.
- C. FURNISH DOOR BUZZER RAFFER STATION AS MANUFACTURED BY APHCOE OR EQUAL. COORDINATE NEELS NO. WITH THE MANUFACTURER'S INSTRUCTIONS.
- D. MANIPULATE DOOR OPERATORS AND PUMP/PLATE INSTALLATION SHALL COMPLY WITH AQA REQUIREMENTS INCLUDING PROPER BRASSING AND INSULATION REQUIREMENTS.
- E. ALL DISCREPANCY AND EXT LIGHTS MUST BE ON THE SAME CIRCUIT AS THE POOL LIGHTS AND CONNECTED TO THE LINE BULK OF THE LOCAL



RUTH PETERSON CENTER OVERALL
ELECTRICAL PLAN

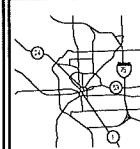
SCALE 1/8" = 1'-0"



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1917
356 WILLY DRIVE
MANSFIELD HILL, MASS.
P.A. BOX 16
40302 • 508

PHONE: (348) 864-8300
FAX (Mk. Theory): (348) 853-8212
FAX (Prod. Theory): (348) 824-8258

(S-1)2	FISAD FOR BQ
(S-1)3	7% CREDIT RE-BQ
(S-1)3	7% CREDIT RE-BQ
DATE	(CITY OF S AND A TC 10)
DEA-ED	E.M.
GPA-H	E.M.
CHEED	M.R.
VWV-LKD	



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0080

RUTH PETERSON CENTER
LIGHTING AND POWER PLANS

HFC 10142 20211128	SCALE AS NOTED
GATE May 2022	SHEET 142 E-3

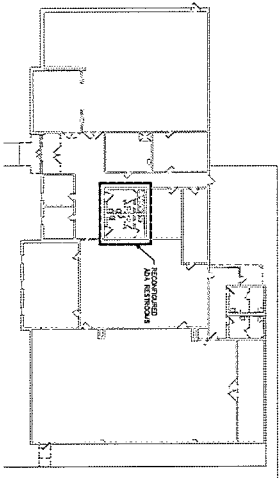
© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 257–264

DEMOLITION GENERAL NOTES:

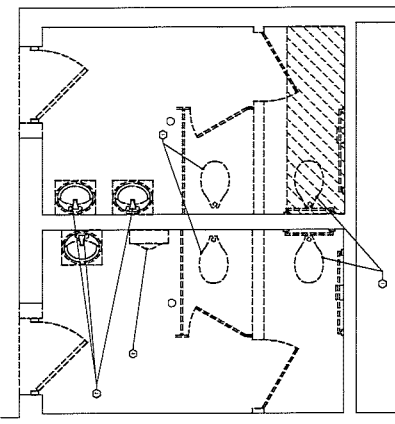
1. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
2. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
3. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
4. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
5. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
6. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.

DEMOLITION KEYED NOTES:

1. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
2. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.
3. DEMOLITION SHALL BE COMPLETED BY THE END OF THE YEAR 2022. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND DEPARTMENT OF BUREAU OF PUBLIC WORKS.



KEY PLAN
SCALE: 1/8" = 1'-0"

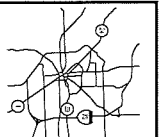


DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

8/2/2022 10:16 AM



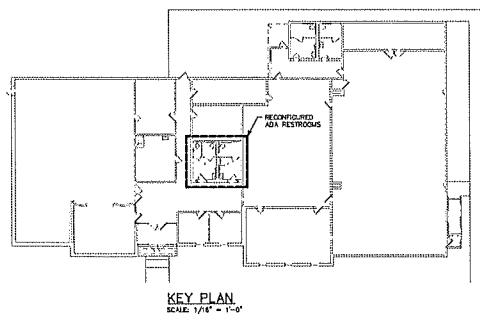
NO.	DATE	DESCRIPTION
1	8/2/2022	ISSUED FOR PERMITTING
2	8/2/2022	ISSUED FOR PERMITTING
3	8/2/2022	ISSUED FOR PERMITTING
4	8/2/2022	ISSUED FOR PERMITTING
5	8/2/2022	ISSUED FOR PERMITTING
6	8/2/2022	ISSUED FOR PERMITTING
7	8/2/2022	ISSUED FOR PERMITTING
8	8/2/2022	ISSUED FOR PERMITTING
9	8/2/2022	ISSUED FOR PERMITTING
10	8/2/2022	ISSUED FOR PERMITTING



PORTLAND
SENIOR CENTER
DEMOLITION
PROJECT # 22-0080

ROBERT JONES
MECHANICAL DEMOLITION
PLAN

DATE: 8/2/2022
SCALE: AS SHOWN
PROJECT: 22-0080

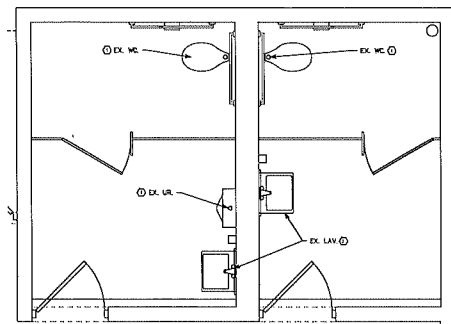


KEY PLAN.
SCALE: 1/16" = 1'-0"

WEST RESTROOM FLOOR PLAN BID ALTERNATE A

KEYED NOTES:

- ① EXISTING WATER CLOSET TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FLUSH VALVE AND INSTALL NEW BATTERY POWERED SENSOR FLUSH VALVE.
- ② EXISTING LAVATORY TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FAUCET AND REPLACE WITH NEW BATTERY POWERED SENSOR FAUCET.
- ③ EXISTING URINAL TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FLUSH VALVE AND INSTALL NEW BATTERY POWERED SENSOR FLUSH VALVE.



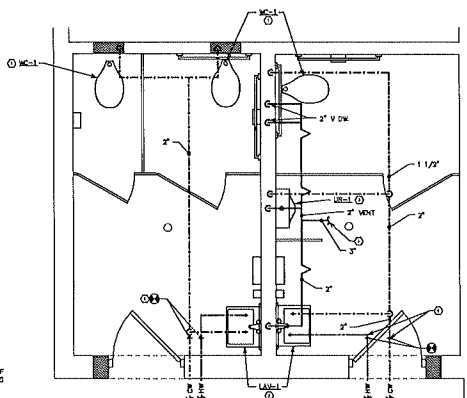
WEST RESTROOM PLUMBING PLAN
[BID ALT. A]

NEW WORK GENERAL NOTES:

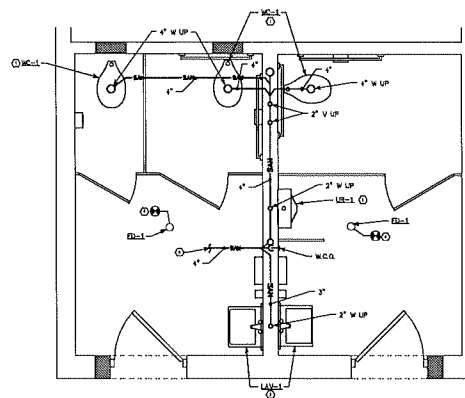
1. THE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE GENERAL INTENT AND ARRANGEMENT OF SYSTEMS. THEY ARE NOT TO BE CONSIDERED FABRICATION/COORDINATION/SHOP DRAWINGS AND COORDINATION WITH OTHER TRADES IS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE THAT THEY BE REQUIRED TO COMPLETE EACH SYSTEM AND TO AVOID INTERFERENCE WITH OTHER SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEMS, ELECTRICAL, CONDUIT, BUS DUCTS, CABLE TRAY, UTILITIES, ETC. AND/OR OTHER SPACE CONSTRAINTS.
2. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF LIGHTS, CEILING DUCTS, ELEVATIONS, ETC.
3. THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL EXISTING ABOVE CEILING DUCTS, CABLE TRAYS, BUS DUCTS, ETC. TO AVOID INTERFERENCE WITH NEW CEILING DUCTS, PIPING, MATERIALS, ETC.
4. SNAKE OUT ALL SLEEVES AND VERIFY ADEQUATE FLOW. TO PROVIDE ADEQUATE FLOW, THE CONTRACTOR SHALL SNARE OUT AND THOROUGHLY FLUSH ALL EXISTING SLEEVES FROM THE BUILDING TO ALL BRANCHES ALONG THE WAY TO THE FIRST TURN OUTSIDE THE BUILDING.
5. CONTRACTOR TO DO A COMPLETE FLOW SURVEY OF BUILDING PRIOR TO

KEYED NOTES

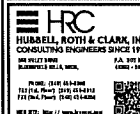
- ① INSTALL WATER CLOSET, MAKE FINAL ROUNDOFF CONNECTION TO WATER CLOSET, MOODY PIPING AS REQUIRED TO INSTALL NEW W.C. FIELD VERIFY EXTENT OF WORK.
- ② INSTALL LAVATORY, MAKE FINAL ROUNDOFF IN CONNECTION TO LAVATORY, MOODY PIPING AS REQUIRED TO INSTALL NEW LAVATORY, FIELD VERIFY EXTENT OF WORK.
- ③ INSTALL URINAL, MAKE FINAL ROUNDOFF IN CONNECTION TO URINAL, MOODY PIPING AS REQUIRED TO INSTALL NEW URINAL, FIELD VERIFY EXTENT OF WORK.
- ④ EXISTING UNDERGROUND SANITARY LINE AND DEPTH UNKNOWN AT THE JOB, DESIGN CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND DEPTH OF EXISTING SANITARY MAN PRIOR TO START OF DEMOLITION WORK.
- ⑤ EXTEND NEW LINE TO EXISTING 3" DENT LINE, FIELD VERIFY EXTENT OF WORK.
- ⑥ EXISTING ISOL AND CELL LINE LOCATION NOT KNOWN AT TIME OF DESIGN, CONTRACTOR SHALL FIELD VERIFY EXTENT OF WORK PRIOR TO BIDS.



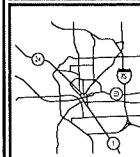
RECONFIGURED ADA RESTROOM
ABOVE GROUND PLUMBING PLAN
SCALE 1/2" = 1'-0"



RECONFIGURED ADA RESTROOM
UNDERGROUND PLUMBING PLAN
SCALE: 1/2" = 1'-0"



15-1-22	PROJES PUP RD
15-15-22	SIA CLIENT REVIEW
04-11-22	SIA CLIENT REVIEW
6 STE	PROJES PUP RD
DESK RD	WC
D-F-A-71	S78
D-CEDD	WC
VPP-VSD	OC4



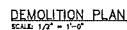
CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RF# 22-0080

ROBERT BOWENS
PLUMBING PLANS

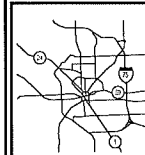
WPC JOB NO. 20211128	SCALE AS NOTED
DATE May 2022	SHEET NO. M-1B

[illegible]

- ① REMOVE EXISTING WATER CLOSET, DISCONNECT & REMOVE SANITARY AND COLD WATER PIPING BACK TO MAIN AND CAP. FIELD VERIFY EXTENT OF WORK.
- ② REMOVE EXISTING LAVATORY SINK, DISCONNECT AND REMOVE SHOW, SANITARY/VENT PIPING BACK TO MAIN AND CAP. FIELD VERIFY EXTENT OF WORK.
- ③ REMOVE EXISTING URINAL, DISCONNECT AND REMOVE SANITARY AND COLD WATER PIPING BACK TO MAIN AND CAP. FIELD VERIFY EXTENT OF WORK.



(S)-1-2	ISSUE PAPER
(S)-1-3	PATIENT REVIEW
(S)-1-4	PATIENT REVIEW
DATE	ACTION & FIELD REVISION
09-11-82	MC
09-11-82	SYS
09-11-82	MC
09-11-82	GM



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP# 22-0080

RUTH PETERSON
MECHANICAL DEMOLITION
PLAN

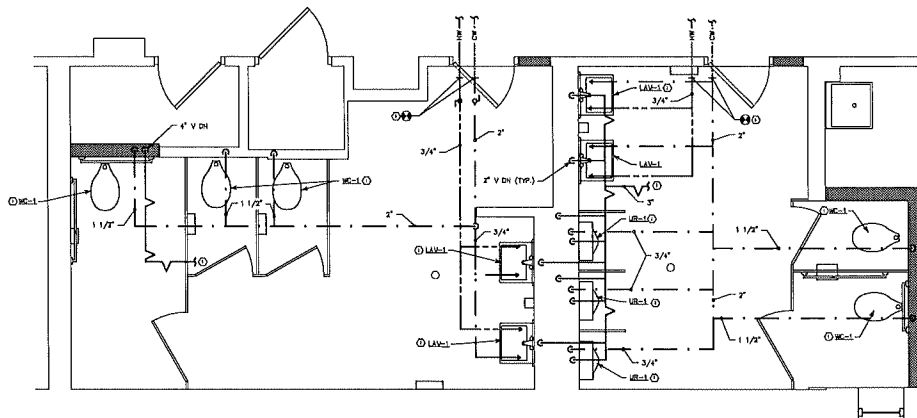
HPG JOB NO 20711128	SCALE AS NOTED
DATE May 2022	SHEET NO MD-1P

NEW WORK GENERAL NOTES:

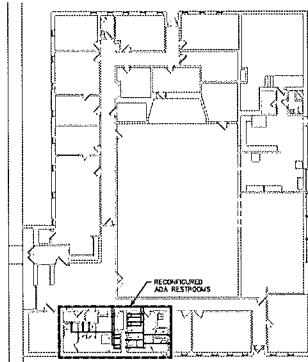
1. THE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE GENERAL INTENT AND ARRANGEMENT OF SYSTEMS. THEY ARE NOT TO BE CONSIDERED FABRICATION/CONSTRUCTION/SHOP DRAWINGS AND COORDINATION WITH OTHER TRADES IS REQUIRED. PROVIDE ADDITIONAL FITTINGS AND OFFSETS THAT MAY BE REQUIRED TO COMPLETE EACH SYSTEM AND TO AVOID INTERFERENCE WITH ALL OTHER SYSTEMS INCLUDING THE STRUCTURE, DUCTWORK, PIPING SYSTEMS, ELECTRICAL CONDUIT, BUS DUCTS, CABLE TRAY, LIGHT FIXTURES, ETC., AND/OR OTHER SPACE CONSTRAINTS.
2. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF LIGHTS, ROUND DROPS, ELEVATIONS, ETC.
3. THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL EXISTING ABOVE CEILING PIPING, DUCTWORK, CONDUITS, ETC. TO AVOID INTERFERENCE WITH NEW CEILING, DUCTS, PIPING, MATERIALS, ETC.
4. SHAVE OUT ALL SEWERS AND VERIFY ADEQUATE FLOW. TO PROVIDE ADEQUATE FLOW, THE CONTRACTOR SHALL SHAVE OUT AND THOROUGHLY FLUSH ALL SANITARY SERVICES FROM START POINT OF ALL BRANCHES ALL THE WAY TO THE FIRST TURN OUTSIDE THE BUILDING.
5. CONTRACTOR TO DO A COMPLETE FIELD SURVEY OF BUILDING PRIOR TO SUBMITTING BIDS.

KEYED NOTES:

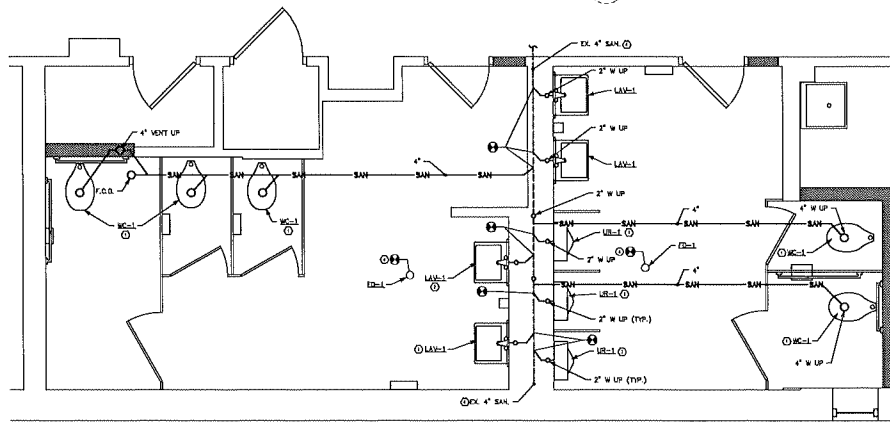
- ① INSTALL WATER CLOSET. MAKE FINAL ROUGH-IN CONNECTION TO WATER CLOSET. MODIFY PIPING AS REQUIRED TO INSTALL NEW W.C. FIELD VERIFY EXTENT OF WORK.
- ① INSTALL LAVATORY. MAKE FINAL ROUGH-IN CONNECTION TO LAVATORY. MODIFY PIPING AS REQUIRED TO INSTALL NEW LAVATORY. FIELD VERIFY EXTENT OF WORK.
- ① INSTALL URINAL. MAKE FINAL ROUGH-IN CONNECTION TO URINAL. MODIFY PIPING AS REQUIRED TO INSTALL NEW URINAL. FIELD VERIFY EXTENT OF WORK.
- ① EXISTING UNDERGROUND SANITARY LINE LOCATION AND DEPTH UNKNOWN AT TIME OF DESIGN. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND DEPTH OF EXISTING SANITARY MAIN PRIOR TO START OF CONSTRUCTION WORK.
- ① EXISTING VENT LINE TO EXISTING 4" VENT LINE. FIELD VERIFY EXTENT OF WORK.
- ① EXISTING HOT AND COLD LINE LOCATION NOT KNOWN AT TIME OF DESIGN. CONTRACTOR SHALL FIELD VERIFY EXTENT OF WORK PRIOR TO BIDS.



RECONFIGURED ADA RESTROOM
ABOVE GROUND PLUMBING PLAN
SCALE: 1/2" = 1'-0"



KEY PLAN
SCALE: 1/8" = 1'-0"

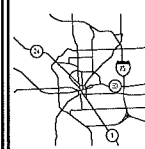


RECONFIGURED ADA RESTROOM
UNDERGROUND PLUMBING PLAN
SCALE: 1/2" = 1'-0"



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
300 PONTIAC BLVD., SUITE 200
PONTIAC, MI 48106
TEL: (313) 486-1000
FAX: (313) 486-1001
WWW.HRC-INC.COM

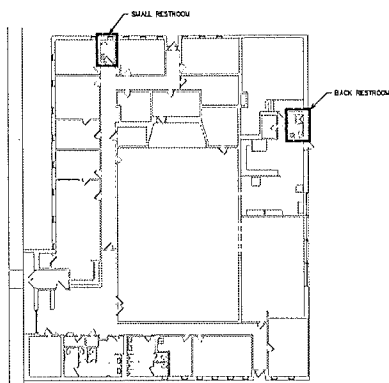
DATE	2022/11/26
BY	WJC
CHECKED	WJC
APPROVED	WJC
DATE	2022/11/26



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
RFP # 22-0080

RUTH PETERSON
PLUMBING PLANS

PROJECT NO.	202211126	SCALE	AS NOTED
DATE	May 2022	SHEET	N-1P



KEY PLAN
SCALE: 1/8" = 1'-0"

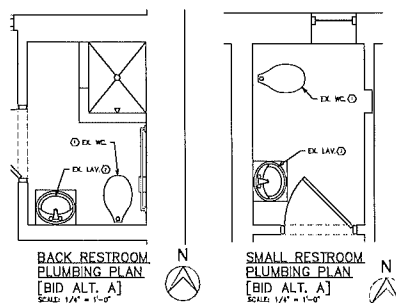
NEW WORK GENERAL NOTES:

1. THE DRAWINGS ARE DIAGRAMMATIC AND REPRESENT THE GENERAL INTENT AND ARRANGEMENT OF SYSTEMS. THEY ARE NOT TO BE CONSIDERED FABRICATION/COORDINATION/SHOP DETAILS AND COORDINATION WITH OTHER TRADES IS REQUIRED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BEING REQUIRED TO COMPLETE EACH SYSTEM AND TO AVOID INTERFERENCE WITH OTHER SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SYSTEMS, ELECTRICAL, COOLING, GAS DUCTS, CABLE TRAY, LIGHT FIXTURES, ETC., AND/OR OTHER SPACE CONSTRAINTS.
2. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION FOR EACH LOCATION OF EACH DROP.
3. THE CONTRACTOR SHALL VERIFY EXISTING LOCATION OF ALL EXISTING ABOVE CEILING PIPES, DUCTWORK, CONDUIT, ETC. TO AVOID INTERFERENCE WITH NEW DUCTS, DUCTS, PPFGS, MATERIALS, ETC.
4. SHAKE OUT ALL WIRERS AND VERIFY ADEQUATE FLUSH. TO PROTECT ADEQUATE FLUSH, CONTRACTOR SHALL CUT AND DISPOSE THOROUGHLY FLUSH ALL SANSITERS STARTING FROM START POINT OF ALL BRANCHES ALL THE WAY TO THE FIRST TURN OUTSIDE THE BUILDING.
5. CONTRACTOR TO DO A COMPLETE FIELD SURVEY OF BUILDING PRIOR TO START OF SERVICE.

SMALL RESTROOM AND BACK RESTROOM FLOOR PLAN
BID ALTERNATE A

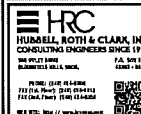
KEYED NOTES:

- ① EXISTING WATER CLOSET TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FLUSH VALVE AND INSTALL NEW BATTERY POWERED SENSOR FLUSH VALVE.
- ② EXISTING LAVATORY TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FAUCET AND REPLACE WITH NEW BATTERY POWERED SENSOR FAUCET.
- ③ EXISTING URINAL TO REMAIN. CLEAN/REPAIR/REPLACE FIXTURE AS REQUIRED. REMOVE EXISTING FLUSH VALVE AND INSTALL NEW BATTERY POWERED SENSOR FLUSH VALVE.

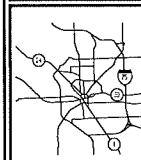


BACK RESTROOM
PLUMBING PLAN
[BID ALT. A]
SCALE: 1/4" = 1'-0"

SMALL RESTROOM
PLUMBING PLAN
[BID ALT. A]
SCALE: 1/4" = 1'-0"



TS-16-2	FOLDER P/P #0
TS-17-2	17% CLIENT REVIEW
TS-18-2	17% CLIENT REVIEW
DATE	#0070-G H/DAR REAUSUB
0039-ED MC	
0P-1-JL STS	
0040-ED MC	
YPP-WED CH	



CITY OF
PONTIAC
SENIOR CENTER
IMPROVEMENTS
REP# 22-0080

RUTH PETERSON
PLUMBING PLANS

INFC JOB NO	20211128	SCALE	AS NOTED
DATE	May 2022	Sheet No	M-2P

#3

RESOLUTION

Resolution of the Pontiac City Council



Resolution to approve a Budget Amendment for Fiscal Year 2022-23 to transfer \$5,870 from General Fund Balance GL account 101-000-390-000 to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

Whereas, the City of Pontiac timely approved the FY 2022-23 budget on June 22, 2022 and;

Whereas, the organizational restructuring envisioned by the new budget for this fiscal year included the creation of a new Community Development Department that will oversee Planning, Economic Development, and the Building Department; and

Whereas, in accordance with longstanding job title nomenclature used at City Hall, we need to both establish the new job title of Community Development Director

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 proposes to allocate \$5,870.00 in funding out of the General Fund Balance GL Account 101-000-390.000 and a total of \$5,870.00 be transferred to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

NOW, THEREFORE, BE RESOLVED, that the City Council hereby approves a budget amendment for Fiscal Year 2022-2023 transferring \$5,870.00 out of the General Fund-Fund Balance GL Account 101-000-390-000 and a total of \$5,870.00 be transferred to the General Fund GL Account 101-690-702.000 – Salaries and Wages, Redevelopment and Housing.

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: August 30th, 2022

RE: **Council resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Pontiac Storm and Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project, and Council resolution to authorize the City Clerk to publish a proposed budget amendment to increase budgeted revenues in the amount of \$500,000 to the General Fund in account 101-000-513.000, and appropriation in the amount of \$250,000 to account 101-699-818.000 Other Professional Services, and \$250,000 to account 101-699-959.001 Contribution to WRC**

The City of Pontiac was awarded \$500,000 from Oakland County from its Local Government Critical Infrastructure Planning grant program in support of the City's Storm and Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project.

The project will include preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system as required by the Consent Judgement issued by EGLE. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City.

This project addresses the following desired outcomes:

Protect Public Health:

- The project will reduce the potential for Sanitary Sewer Overflows and basement backups that pose a risk to public health.
- The project will also directly reduce the potential for public health warnings for surface waters.

Preserve Natural Resources and a Healthy Environment

- The project will reduce the potential for SSOs, which reduces the pollutant load to surface waters.
- The work will allow the City to address part of the Consent Judgement, reduce clear water flows in the sanitary sewer collection system and at the Clinton River WRRF, and perform essential planning work to evaluate the City's sewers

Maintain Reliable, High-Quality Service

- The project will perform essential planning work to evaluate the City's sewers. The sewer evaluation work will culminate in a 5-year Capital Improvement Plan (CIP) that prioritizes cost-effective rehabilitation to reduce the probability of and consequence of sewer failures. The 5-year CIP will assist in developing a longer, more stable rate structure that reflects the required maintenance needs.

Assure Value for Investment

- The sewer evaluation and CIP will align with other City infrastructure projects, such as water main upgrades, lead service line replacements, and road projects. This will reduce the overall cost impacts to residents by having to only "dig once" and restore areas where there are common projects, as well as reduce the disruptive impact of multiple construction projects on the businesses and residents in the City. The project will leverage the WRC's current "Common to All" Asset Management Program to align with other infrastructure goals and priorities.

Contribute to Economic Prosperity

- Applying for a CWSRF loan is anticipated to make the City eligible for State and Federal grants targeted to disadvantaged communities. This would allow the Infrastructure Planning Grant to be further leveraged to secure additional funding. It is important for the City of Pontiac to create and implement a coordinated plan to minimize long term costs and maximize value to the rate payers. Reducing the amount of inflow and infiltration also reduces the cost to the system associated with transport and treatment of clear water.

RESOLUTION ON FOLLOWING PAGE



Council resolution to approve the Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and The City of Pontiac for the Pontiac Storm and Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project

WHEREAS, the City of Pontiac was awarded a \$500,000 grant from the Oakland County Local Government Critical Infrastructure Grant Program, and;

WHEREAS, the grant is for the purpose of preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City, and;

WHEREAS, this grant award has no matching requirement, and;

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

NOW THEREFORE, be resolved that the City Council hereby authorizes Mayor Tim Greimel to execute the Agreement for Local Fiscal Recover Fund Distribution between Oakland County and the City of Pontiac for the Pontiac Storm and Sanitary Sewer Inflow Infiltration Removal and Sewer Rehabilitation Project.

City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan, 48342

Dear Ms. Borngesser,

The Oakland County Board of Commissioners has authorized the use of American Rescue Plan Act funding to pay for grants for Local Government Critical Infrastructure Planning.

I am very pleased to inform you that the City of Pontiac has been selected for a grant award.

The purpose of this funding is to provide matching grants to local governments for project planning, engineering, analysis, and other related professional services in support of critical infrastructure projects.

Project Requirements include:

- Grantees must submit quarterly reporting on the grant fund.
- Grantees shall submit a final report by the end of the agreement or within 30 days after the project is completed, or whichever date is sooner.
- Funds received from this grant must be used by Dec. 31, 2026.

I have attached an Interlocal Agreement that needs to be completed, signed, and returned to the address listed in the agreement. Please let me know if you have any questions. I can be reached at 248-858-0485 or at dobsonk@oakgov.com.

Regards,

Kenneth Dobson
American Rescue Plan - Director
Executive Office Building
2100 Pontiac Lake Rd
Waterford, MI 48328

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Pontiac**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Pontiac ("Public Body") 47450 Woodward Avenue, Pontiac, Michigan, 48342. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Pontiac including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT**. Subject to the terms and condition of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$500,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**. Based on this agreement \$250,000 will be allocated to the Strom Sewer proposal and \$250,000 will be allocated to the Sanitary Sewer. The fund
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): 831471144
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: Funds received from this grant must be used by Dec. 31, 2026.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for

the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.

8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of

Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.

- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.
15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.
- b. If Notice is sent to Public Body, it shall be addressed to: City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan, 48342.

22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Mayor Tim Greimel, City of Pontiac hereby acknowledges that he/she has been authorized by a resolution of the [insert public body], a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
Mayor Tim Greimel, City of Pontiac

DATE: _____

WITNESSED: _____
Alexandra Borngesser, City of Pontiac

DATE: _____

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

[Type text]

Oakland County Local Government Critical Infrastructure
Planning Grant Program Application

Name of Organization

City of Pontiac

Official Name of Entity to Receive Funding

City of Pontiac

Location

Address

47450 Woodward Ave

Address (Line 2)

City

Pontiac

State

Michigan

Zip Code

48342

Website

<http://www.pontiac.mi.us/>

Contact Information for the Person Requesting on Behalf of Entity

Name

Alexandra Borngesser

Title

Grants

Organization

City of Pontiac

Email

aborngesser@pontiac.mi.us

Phone Number

248-758-3327

Address

47450 Woodward Ave

Address (Line 2)

City

Pontiac

State

Michigan

Zip Code

48342

Name of Planned Clean Water/Drinking Water SRF Eligible Project

Pontiac Sanitary Sewer Inflow and Infiltration Removal and Sewer Rehabilitation Project

Brief Description/Summary

The project will include preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system as required by the Consent Judgement issued by EGLE. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City.

Has the project received approval for funding through one of the following State programs?

- ☐ Drinking Water State Revolving Fund (DWSRF)
- ☐ Clean Water State Revolving Fund (CWSRF)

Provide details of the scope of work covered under the State Revolving Fund program

The scope of work to be included in the application for the CWSRF funds includes lining of residential sanitary leads in a targeted area of the City where inflow and infiltration has been identified to exceed acceptable levels. Previous studies in the area, and a similar pilot lining project, have demonstrated that lining of residential leads reduces the peak flow rate and total volume in the sanitary sewer system by removing groundwater infiltration and surface water inflow that enters the system through old and leaky residential sewer leads. The CWSRF project will also include structural repair of sewers that have NASSCO structural level 4 or 5 defect scores.

What is the project's significance to the community/Oakland County?

The lining portion of the project will allow the community to comply with the Consent Judgement and reduce the potential for sanitary sewer overflows in the sanitary sewer collection system or at the Clinton River WRRF. It will also reduce the flow of clear water to the WRRF, thus reducing the required capacity of the facility, and costs associated with transporting and treating the clear water. The sewer portion of the project will mitigate allow for detection of problems and the mitigation of future risks.

Will the project address:

- ☒ A public health risk or source pollution
- ☒ Compliance with state, federal, or local regulations
- ☒ Significant affordability needs

Description of preliminary project planning, design, analysis, or other related work to be performed

Please see the attached Project Summary documents; a separate document has been prepared for the sanitary system and the storm sewer system. Each includes an Executive Summary, Statement of Needs, Methods and Strategies, Budget, Schedule, Contacts, and Project estimate.

Planning Grant Cost Estimate

\$500,000.00

Planning Grant Funding Requested

\$500,000.00

Firm Responsible for Completing the Work

Hubbell, Roth & Clark, Inc., Applied Science, Inc., Nowak and Fraus Engineers, and Pipeline Management.

Estimated Schedule and Completion Dates for Planning Grant Work

Work started on the CWSRF Project Plan scope in early January, which would be completed in accordance with EGLE's required FY2023 schedule and milestone dates. The remaining sewer evaluation work would be completed within 12 months of grant award.

How does completion of the project meet your infrastructure goals and the needs of your community?

It addresses the following desired outcomes:

Protect Public Health:

- * The project will reduce the potential for Sanitary Sewer Overflows and basement backups that pose a risk to public health.
- * The project will also directly reduce the potential for public health warnings for surface waters.

Preserve Natural Resources and a Healthy Environment

- * The project will reduce the potential for SSOs, which reduces the pollutant load to surface waters.
- * The work will allow the City to address part of the Consent Judgement, reduce clear water flows in the sanitary sewer collection system and at the Clinton River WRRF, and perform essential planning work to evaluate the City's sewers

Maintain Reliable, High-Quality Service

- * The project will perform essential planning work to evaluate the City's sewers. The sewer evaluation work will culminate in a 5-year Capital Improvement Plan (CIP) that prioritizes cost-effective rehabilitation to reduce the probability of and consequence of sewer failures. The 5-year CIP will assist in developing a longer, more stable rate structure that reflects the required maintenance needs.

Assure Value for Investment

- * The sewer evaluation and CIP will align with other City infrastructure projects, such as water main upgrades, lead service line replacements, and road projects. This will reduce the overall cost impacts to residents by having to only "dig once" and restore areas where there are common projects, as well as reduce the disruptive impact of multiple construction projects on the businesses and residents in the City. The project will leverage the WRC's current "Common to All" Asset Management Program to align with other infrastructure goals and priorities.

Contribute to Economic Prosperity

- * Applying for a CWSRF loan is anticipated to make the City eligible for State and Federal grants targeted to disadvantaged communities. This would allow the Infrastructure Planning Grant to be further leveraged to secure additional funding. It is important for the City of Pontiac to create and implement a coordinated plan to minimize long term costs and maximize value to the rate payers. Reducing the amount of inflow and infiltration also reduces the cost to the system associated with transport and treatment of clear water.

Acknowledge that preliminary planning activities will reasonably result in the completion of project eligible under the Clean Water State Revolving Fund or Drinking Water State Revolving Fund programs.

☒ **Acknowledge (Required for Submission)**

Attachments

Please attach any relevant project documents, such as:

- **Executive Summary**
- **Statement of Needs**
- **Methods and Strategies**
- **Budget**
- **Schedule**
- **Contacts**
- **Project estimate from consultant/contractor**

Attach Document

[Add another file](#)

Please Note: Grant funding cannot be received without commitment of matching funds and execution of agreement by local governing board/officer.

EXHIBIT B

[Type text]

#5

RESOLUTION



Council resolution to authorize the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$500,000 to the General Fund in account 101-000-513.000, and appropriation in the amount of \$250,000 to account 101-699-818.000 Other Professional Services, and \$250,000 to account 101-699-959.001 Contribution to WRC

WHEREAS, the City of Pontiac was awarded a \$500,000 grant from the Oakland County Local Government Critical Infrastructure Grant Program, and;

WHEREAS, the grant is for the purpose of preparation of a Clean Water SRF Project Plan in order to apply for a low interest loan and potential disadvantaged principal forgiveness for a project to remove inflow and infiltration from the sanitary sewer system. The project will also include additional planning efforts to evaluate and identify storm and sanitary sewer pipes that require rehabilitation, determine the most cost-effective intervention, and prepare a 5-Year Capital Improvement Plan (CIP) that coordinates construction with other infrastructure improvements in the City, and;

WHEREAS, this grant award has no matching requirement, and;

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to long-term maintenance and all project cost overruns.

WHEREAS, the funds from the grant will increase the budgeted revenue for the current fiscal year 2022-2023 in the amount of \$500,000 for grant income, and increase the appropriations in the amount of \$500,000, representing grant expenditures.

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 authorizes the City Clerk to publish in a newspaper the proposed budget amendment for Fiscal Year 2022-23 as requested by the Administration receiving revenues in the amount \$500,000 to the General Fund in account 101-000-513.000, and appropriations in the amount of \$250,000 to account 101-699-818.000 Other Professional Services, and \$250,000 to account 101-699-959.001 Contribution to WRC.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Khalfani Stephens, Deputy Mayor

DATE: August 26, 2022

RE: **Contract with ADP**

The City of Pontiac currently uses Paylocity as our HR and payroll management software. The City has encountered numerous issues with this system related to payroll. There has been an ongoing issue with the system not properly accounting for paid time off (vacation, sick, etc.) which continues to create additional labor for the city's HR staff. Most recently, the 8/25/2022 payroll was not processed (by no fault of the City of Pontiac). As the administration was already in the process of collecting quotes to change services, we are recommending to move forward on a contract with ADP to replace Paylocity. ADP offers all of the services that Paylocity offered and more. Moreover, it has a very high rate of satisfaction from users. This is an exception to our general policy as we have not yet received the responses from other solicited companies (Paychex, Trinet and Kronos).

WHEREAS, The City of Pontiac has experienced continuous issues with the current HR software for payroll and;

WHEREAS, Over the course of the last six months a solution has not been reached and;

WHEREAS, The 8/25/2022 payroll was delayed by no fault of the city and;

WHEREAS, The administration was already collecting quotes for new software and;

WHEREAS, ADP is the only qualified company to have responded to date;

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign and enter into a contract with ADP to replace the City's HR and Payroll software as quoted.

KS

Investment Summary

Quote Number
02-2022-460434 1

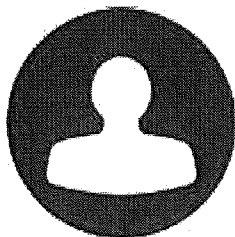


Company Information

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342-5009
United States

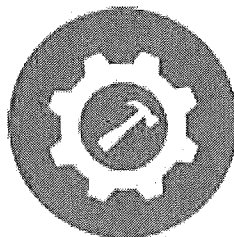
Executive Contact

Angela Benitez
HR Director
abenitez@pontiac.mi.us
(248) 758-3143



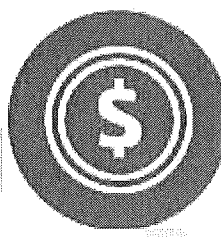
130

Total
Employees



\$500.00

Implementation
Costs



\$29,252.60

Total Annual
Investment



(\$6,646.20)

Total Annual Savings during
promotional period; See Terms

ADP Sales Associate

Lars Reese
Workforce Management Consultant
lars.reese@adp.com
610-486-5603

**** This Investment Summary has been made available for illustration purposes only and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated thereby.**

This is a Proposal only. Fees are estimates and are subject to change. Additional Fees may be incurred if other services are purchased or for tax filings including, but not limited to, additional states or 'applied for' statuses. Please consult with your sales representative for further details. * Additional W2 processing fees apply. ©2017 ADP, Inc. ADP and the ADP Logo are registered trademarks of ADP, Inc. [ADP Check is a trademark of ADP, Inc. and is a registered service mark of ADP, Inc.]



Company Information

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342-5009
United States

Executive Contact

Angela Benitez
HR Director
abenitez@pontiac.mi.us
(248) 758-3143

Recurring Fees and Considerations

Number of Employees: 130 on City of Pontiac

Per Processing	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	130	-	\$62.00	\$7.89	\$1,087.70	\$28,280.20
• Essential Plus Payroll						
• Enhanced HR						
• Essential Learning						
• Benefits Administration						
• Recruitment and Talent Acquisition						
• Recruiting Embedded Intelligence						
• Essential Time						
Delivery Fee	1	-	\$20.00	-	\$20.00	\$520.00
Employment and Income Verification	130	-	-	-	\$0.00	\$0.00
• Employment Verification						
Additional Jurisdiction (if applicable)		2+		\$10.00/month		
International Employees Rate (if applicable)				\$3.10/month		

Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	130	-	-	\$3.48	\$452.40

Total Annual Investment	Total Annual
Workforce Now Services	\$29,252.60
Estimated Value of Total Annual Concession; Already applied to values above:	\$17,798.30

Other Considerations	Count	Rate	Setup
Hardware and Other Fees			
• Professional Services: Pay Check History Conversion	1	\$500.00	\$500.00
Implementation			

Total Other Considerations	Total Setup
Implementation and Setup	\$10,200.00
Implementation Discount Value	(\$9,700.00)
Estimated Total Net Implementation	\$500.00



Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

ADP will assign to Client an ADP Account Manager. The Account Manager's role is to promote client satisfaction by (i) being Client's point of contact to assist with any of their service needs, (ii) determining the appropriate course of action to resolve Client requests, and (iii) escalating Client requests within ADP to the appropriate subject matter expert, if needed. Notwithstanding the foregoing, ADP reserves the right (in its sole discretion) to discontinue, modify or otherwise amend its Account Manager Model service program at any time without notice. The ADP Account Manager shall not engage with more than two named client contacts.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Promotion

Promotion will be applied to months 7-9 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on: start date, actual number of processings & employees paid during the promotional months.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to abenitez@pontiac.mi.us

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary			
Estimated Annual Net Investment:	\$29,252.60	Total Net Implementation:	\$500.00
Estimated Annual Net Investment during promotional period:	\$22,606.40		
Estimated Annual Concession (already applied): \$17,798.30			

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Employee Case Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

Essential Learning

- 41 pre-packaged high-quality compliance and development courses
- Supports all content formats (including SCORM, xAPI, MP3, MP4, PDF etc.)
- Employee self-enrollments, accessible on Desktop and ADP Mobile App
- Upload custom training content (employee-created or sourced from third-parties)
- Actionable course tracking dashboards and custom reporting capabilities
- Publish & track Instructor-led trainings (hosted virtually or in physical classrooms)

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms
- Dependent & Beneficiary Tracking
- Employee Open Enrollment with Personalized Decision Support
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots
- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications



Workforce Now Included Services

- Workers Compensation Verifications

Thank you for your consideration

DRAFT

Appendix : History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
Check History	<p>Includes: Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes.</p> <p>History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).</p>
Pay Rate History	<p>Includes: Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p>
Position History	<p>Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).</p>
Benefits History (Employee Benefit Selection)	<p>Includes: Employee level Benefit selection data included; Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Benefits / Dependent History	<p>Includes: Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Time & Attendance History	<p>Includes: Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details.</p> <p>History data will be loaded to an external viewer provided by ResNav Solutions (see below).</p> <p>Automated Export Services are available (see below).</p>
Employee Status History	<p>Includes: Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons</p>

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

#7

RESOLUTION



August 4, 2022

MISCELLANEOUS RESOLUTION #22-268

Sponsored By: Angela Powell

Board of Commissioners - Resolution Appropriating American Rescue Plan Act – Local Fiscal Recovery Funds to Address Safety Concerns in the School District of the City of Pontiac

Chairperson and Members of the Board:

WHEREAS the United States Treasury allocated Oakland County \$244,270,949 of Local Fiscal Recovery Funds (LFRF) established under the American Rescue Plan Act (ARPA) of 2021; and

WHEREAS under the guidance of the Department of Treasury's Final Rule, the County may use these funds at their discretion to support eligible investments in public health expenditures, address negative economic impacts caused by the public health emergency; replace lost public sector revenue; provide premium pay for essential workers; and invest in water, sewer, and broadband infrastructure; and

WHEREAS if students and educators are to achieve their full potential, schools must be safe and feel safe; and

WHEREAS students who report feeling safe in school are more engaged in class, have higher academic achievement, and have lower rates of absenteeism, truancy, and behavioral issues; and

WHEREAS many communities seek the help of law enforcement to promote school safety and protect schools from violence; and

WHEREAS while the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery; and

WHEREAS the U.S. Treasury Department, in *the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule*, states that communities experiencing a surge in gun violence as a result of the pandemic may use the American Rescue Plan's funds for purposes such as: "hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic"; and

WHEREAS to incentivize programs that provide support to communities with the greatest needs and hit hardest by the health and economic impacts of the COVID-19 emergency, the U.S. Treasury Department has created a list of activities and investments that will be deemed presumptively eligible when they are provided in a Qualified Census Tract. The City of Pontiac is the community with the highest number of Qualified Census Tracts in Oakland County; and

WHEREAS Oakland County Sheriff's Office is requested to add one (1) School Resource Officer for the School District of the City of Pontiac for one (1) year period from August 1, 2022 to August 31, 2023.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes a one-time appropriation not to exceed \$200,000 in American Rescue Plan Act - Local Fiscal Recovery Funds to the Oakland County Sheriff's Office budget to address safety concerns by creating one (1) Deputy II position to be

assigned to the School District of the City of Pontiac.

BE IT FURTHER RESOLVED that one (1) marked patrol vehicle with cell phone, mobile radio, prep radio, MDC, and Video Camera be added to the County fleet.

BE IT FURTHER RESOLVED that this position will be sunset on August 31, 2023.

BE IT FURTHER RESOLVED that approval of appropriation of American Rescue Plan Act – Local Fiscal Recovery Funds for programs and services by Oakland County shall not obligate a commitment of the General Fund unless authorized by action of the Board of Commissioners.

BE IT FURTHER RESOLVED that a budget amendment appropriating funds for the costs associated with adding one (1) School Resource Officer in the School District of the City of Pontiac will be included in a subsequent quarterly forecast resolution.

Chairperson, the following Commissioners are sponsoring the foregoing Resolution: **Angela Powell**.



David Woodward, Commissioner

Date: August 04, 2022



Hilarie Chambers, Deputy County Executive II

Date: August 10, 2022



Lisa Brown, County Clerk / Register of Deeds

Date: August 10, 2022

COMMITTEE TRACKING

2022-07-19 Full Board - Refer to Public Health and Safety Committee

2022-07-26 Public Health & Safety - Recommend and Forward to Finance as amended

2022-07-27 Finance - recommend to Board as amended

2022-08-04 Full Board

VOTE TRACKING

Motioned by Commissioner Michael Gingell seconded by Commissioner Angela Powell to adopt the attached Resolution: Appropriating American Rescue Plan Act – Local Fiscal Recovery Funds to Address Safety Concerns in the School District of the City of Pontiac.

Yes: David Woodward, Michael Gingell, Michael Spisz, Karen Joliat, Eileen Kowall, Christine Long, Philip Weipert, Angela Powell, Chuck Moss, Marcia Gershenson, William Miller III, Yolanda Smith Charles, Charles Cavell, Penny Luebs, Janet Jackson, Gary McGillivray, Robert Hoffman, Adam Kochenderfer (18)

No: Kristen Nelson (1)

Abstain: None (0)

Absent: (0)

Passed

ATTACHMENTS

None

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on August 4, 2022, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, August 4, 2022.

A handwritten signature in black ink, appearing to read "Lisa Brown", with a stylized flourish at the end.

Lisa Brown, Oakland County Clerk / Register of Deeds



AGENDA ITEM: Resolution Appropriating American Rescue Plan Act – Local Fiscal Recovery Funds to Address Safety Concerns in the School District of the City of Pontiac **22-268**

COMMITTEE MEETING: Board of Commissioners

DATE: Thursday, August 4, 2022 7:47 PM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

DEPARTMENT

Board of Commissioners

SPONSORED BY

Angela Powell

INTRODUCTION AND BACKGROUND

BUDGET AMENDMENT REQUIRED: Yes

Committee members can contact Michael Andrews, Policy and Fiscal Analysis Supervisor at 248.858.5115 (office) or andrewsmb@oakgov.com, or the department contact persons listed for additional information.

CONTACT

Angela Powell, Commissioner

powellan@oakgov.com

ITEM REVIEW TRACKING

Board of Commissioners

Created/Initiated - 8/4/2022

Board of Commissioners

Approved - 8/4/2022

Executive's Office

Approved - 8/10/2022

Clerk/Register of Deeds

Final Approval - 8/10/2022

AGENDA DEADLINE: 08/14/2022 7:47 PM

COMMITTEE TRACKING

2022-07-19 Full Board - Refer to Public Health and Safety Committee

2022-07-26 Public Health & Safety - Recommend and Forward to Finance as amended

2022-07-27 Finance - recommend to Board as amended

2022-08-04 Full Board

ATTACHMENTS

None

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Council President and Members of the City Council

FROM: Mayor, Tim Greimel

CC: Deputy Mayor, Khalfani Stephens

DATE: August 25, 2022

RE: **Resolution to approve the Police School Liaison Program Agreement between the School District of the City of Pontiac and the City of Pontiac and authorizes the Mayor to sign the agreement as presented.**

For the past several years, the City of Pontiac and the Pontiac School District have entered into a contract agreement to provide additional law enforcement support for schools via the Police-School Liaison Program. The City and School District first entered into this agreement in 2015. The Liaison Officer Services have been renewed annually since its inception.

The current contract expired on June 30, 2022. The new agreement shall become effective from July 1, 2022 and remain in effect continuously until it expires on June 30, 2023.

The agreement with the Oakland County Sheriff Department identifies that two of the positions provided by contract are for school liaison officer positions. The positions are based on a similar agreement that other communities in Oakland County have with their school districts in which the Oakland County Sheriff provides law enforcement services. Oakland County has appropriated funds from the American Rescue Plan Act – Local Fiscal Recovery Funds to Address Safety Concerns in the School District to support this agreement. There is a one-time appropriation not to exceed \$200,000 in American Rescue Plan Act – Local Fiscal Recovery Funds to the Oakland County Sheriff's Office budget to address safety concerns by creating one (1) Deputy II position to be assigned to the School District of the City of Pontiac.

In the best interest of the City, the parties hereto believe the involvement of police in the educational program of the community would be of great public benefit by building respect for law enforcement and preventing present and future crime, amongst other reasons, and that the various units of government should share the cost and responsibility for a police school liaison education program.

Assuming Council approves the Police-School Liaison Program agreement between the School District and the City of Pontiac, the City Council is requested to adopt the following resolution:

WHEREAS, the School District of the City of Pontiac desires to have an increased official law enforcement presence within the District and has approved the agreement with the City of Pontiac; and,

WHEREAS, there is a one-time appropriation not to exceed \$200,000 in American Rescue Plan Act – Local Fiscal Recovery Funds to the Oakland County Sheriff's Office budget to address safety concerns by creating one (1) Deputy II position to be assigned to the School District of the City of Pontiac.

WHEREAS, the City of Pontiac sees a benefit in having an official law enforcement presence in the District; and,

WHEREAS, the Oakland County Sheriff's Office finds the police school liaison officer program as a great benefit to all parties involved; and

WHEREAS, the City Attorney has reviewed the agreement;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council approves the Police-School Liaison Officer Program Agreement between the Pontiac School district and the City of Pontiac and authorizes the Mayor to sign agreement as presented.

POLICE-SCHOOL LIAISON PROGRAM

This Agreement is made this ____ day of _____, 2022, with an effective date of July 1, 2022, by and between the SCHOOL DISTRICT OF THE CITY OF PONTIAC, a Michigan School District, whose address is 47200 Woodward Avenue, Pontiac, Michigan 48342, the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342.

WHEREAS, the City of Pontiac is a municipal government located in the County of Oakland and the State of Michigan, and the School District of the City of Pontiac is a public school district educating students residing within the boundaries of the unit of government which is a party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police-school liaison educational program by entering into this Inter-Governmental Agreement pursuant to, and under the authority of Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a year-to-year basis, beginning each July 1 and ending each June 30, a police education program to be carried on in the elementary and secondary schools for children attending the School District of the City of Pontiac.
2. The District will be provided two (2) Police-School Liaison Officers for the duration of this agreement. The two (2) Police-School Liaison Officers, each of which will be a Deputy II (w/ fill) as defined and identified in Schedule A to the Oakland County Sheriff's Office 2022-2024 Law Enforcement Services Agreement with the City of Pontiac (attached hereto as Exhibit A), will be assigned to the program by the Oakland County Sheriff's Office (OSCO). Staffing levels will be determined by the School District of the City of Pontiac and through budget allocations of the School District of the City of Pontiac. Each Liaison Officers' responsibilities shall be to:

- a. Provide eighty (80) hours of law enforcement services by an Oakland County Sheriff's Deputy for any bi-weekly period.
 - b. Conduct education programs.
 - c. Enforce state law and local ordinances on school premises.
 - d. Report to and take direction from the Management Team of the Pontiac School District.
3. Whereas the officers are contracting to serve as school liaison officers, and whereas, the officers are housed and work on a daily basis within the confines of the School District of the City of Pontiac, and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
- a. Routine Performance and Special Duties.
 - b. Criminal Complaints.
 - c. Policy, Procedures and Finance.
4. A two-member Management Team comprised of the commanding officer of the O.C.S.O., and a School District of the City of Pontiac designee appointed by the Superintendent, shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:
- a. Manage, on a daily basis, the liaison officers' activities and duties.
 - b. Implement program objectives and measurement methods.
 - c. Balance the education and law enforcement roles of the liaison officers.
 - d. Provide feedback and reports.
 - e. Provide an annual report by June 15 of each year, for distribution to the School District of the City of Pontiac Superintendent and to the Mayor.
 - f. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.
 - g. Oversight and administration of the police-school liaison program.

- h. Establishment and implementation of the goals and objectives for the program.
 - i. Resolution of conflicts concerning program direction or content.
 - j. Submitting a proposed annual budget to the School District by the City of Pontiac no later than February 15 of each calendar year.
 - k. Recommending any changes to the Police-School Liaison Agreement.
5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations:
- a. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
6. The Board of Commissioners authorizes a one-time appropriation not to exceed \$200,000 in American Rescue Plan Act – Local Fiscal Recovery Funds to the Oakland County Sheriff's Office budget to address safety concerns by creating one (1) Deputy II position to be assigned to the School District of the City of Pontiac
- a. The cost of materials and any other cost agreed to by the parties hereto, provided that the aggregate cost does not exceed the amounts set forth in Section 6a, above.
 - b. The City shall invoice the School District monthly for total costs incurred by the City the previous month. The School District shall pay the City within 30 days of the date of the invoice. Failure of the School District to pay the City within 60 days of receiving the service shall allow the City to cancel this Agreement and stop the provision of services herein described.
7. The City of Pontiac shall be responsible for administering the money for carrying on the police-school education program. The City of Pontiac shall pay Oakland County Sheriff's Office at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
8. The officers involved in the program shall continue to be employees of the Oakland County Sheriff's Department, and shall not be employees of the City or the District. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details. In the event the designated liaison from the Oakland County Sheriff's Office is

unable to be physically present in the District due to vacation or training, the Oakland County Sheriff's Office and the City will ensure that there will still be a physical presence by another deputy in the District for the duration of the designated liaison's absence.

9. The School District of the City of Pontiac shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefit of as many students as possible.
10. Acknowledgement is hereby given by the School District of the City of Pontiac for providing space, phone and related equipment, and services are provided above the financial commitment required by this Agreement.
11. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., July 1, 2022, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on June 30, 2023. In addition, any party may terminate this Agreement by giving written notification to all others at least ninety (90) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further obligations to provide LAW ENFORCEMENT SERVICES to the DISTRICT under this Agreement shall end.
12. In the event that the DISTRICT wishes to enter into a new agreement for LAW ENFORCEMENT SERVICES upon the expiration of this Agreement, it will notify the City of Pontiac, in writing, of this intent no later than December 31, 2022. If the DISTRICT, as above, notifies the City of Pontiac of its intent to enter into a new agreement, and the City of Pontiac has a similar interest, the City of Pontiac shall present the DISTRICT with a new proposed agreement for continued LAW ENFORCEMENT SERVICES on, or before, ~~March 31~~, 2023. In no event shall this paragraph be interpreted to obligate the City of Pontiac or the DISTRICT to continue any Agreement for any LAW ENFORCEMENT SERVICES beyond the expiration of this Agreement unless a new fully executed contract is executed by the parties. In the event that the DISTRICT terminates this Agreement or elects not to enter into a subsequent agreement because it decides to establish its own police department, the DISTRICT shall not be obligated to hire anybody who worked with the City of Pontiac or the O.C.S.O. pursuant to this agreement.

Commented [M11]: Will the city still be obligated to pay for the officers?

13. After it is determined to proceed with the upcoming year's program, the City of Pontiac shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies for a like period.
14. Neither the School District of the City of Pontiac nor the City of Pontiac shall be responsible for any officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect themselves for any liability or cost which may occur as a result of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Subject to Paragraph 15, each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
15. To the extent the City of Pontiac is entitled to indemnification from the OCSO pursuant to its Law Enforcement Services Agreement with OCSO, as a result of OSCO services contemplated herein, the City of Pontiac shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors, and assignees, from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with The City of Pontiac performance of the Services pursuant to this Contract and/or from The City of Pontiac's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, agents; (ii) any breach of the terms of this Contract by The City of Pontiac, its officers, directors, employees, successors, assignees, contractors, and agents; (iii) any violation or breach by The City of Pontiac, its officers, directors or employees, successors and assignees of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the Services; or (iv) any breach of any representation or warranty by The City of Pontiac, its officers, directors, employees, successors, and assignees, under this Contract. The City of Pontiac shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.
16. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.

17. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or nonpossessive, shall be deemed to include the other whenever the context so indicates or requires.
18. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
19. This Agreement shall be binding upon each party to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

City of Pontiac

By: _____
Tim Greimel

Its: Mayor _____

Date: _____

School District of the City of Pontiac

By: _____
Kelley Williams

Its: Superintendent _____

Date: _____

#16

COMMUNICATION



**SAVE
THE
DATE**

2022 Market Dates

Join Us
Sundays

1:00pm - 4:00pm

Location:
11 N. Saginaw
Downtown Pontiac

May 22

June 19

July 17

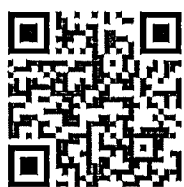
August 14

September 18

October 16

October 30

(Healthy Halloween)



Donate today to help



Cash App



PayPal



@PontiacMIFarmersMarket

Visit our Website for more info

www.pontiacfarmersmarket.org

#21

COMMUNICATION



WOODWARD WIDETRACK LOOP - DOWNTOWN PONTIAC

Full-Access Conversion Plans

Before the Vote:

Join the City of Pontiac and MDOT to discuss the conversion of the Woodward widetrack loop. Ask questions and receive clarity of action plans for this project! This will be the final two meetings before the decision goes before Mayor and Council to vote on the Woodward Loop to aid flow of traffic thru Downtown Pontiac. Citizens are encouraged to attend!

Meeting Details:



Bowens Center:

Wednesday, September 7th, 2022 / 6-8pm
52 Bagley Street, Pontiac, MI 48341



Prospect Missionary Baptist Church:

Friday, September 9th, 2022 / 6-8pm
351 Prospect St., Pontiac, MI 48342



Open to Public
All are welcome!



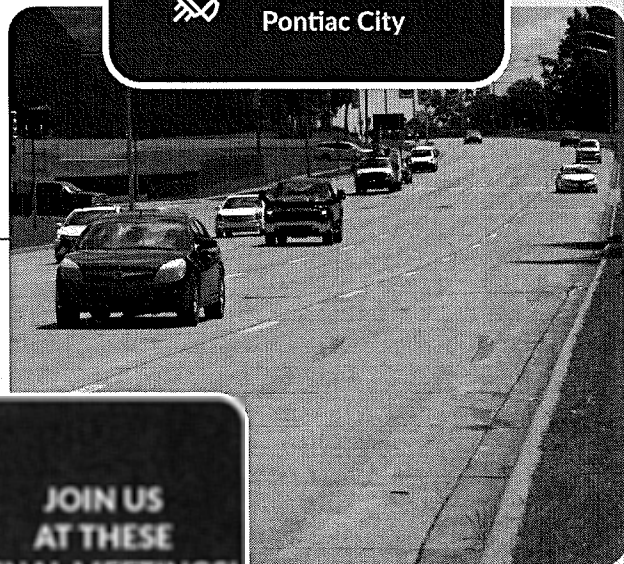
Share Your
Opinions



Gain clarity
Regarding
Action Plans



Be Apart of
The Growth of
Pontiac City



JOIN US
AT THESE
FINAL MEETINGS!

CITY HALL OF PONTIAC
47450 WOODWARD AVE.
PONTIAC, MI 48342
WWW.PONTIAC.MI.US



FOR MORE INFORMATION, PLEASE CONTACT ANGELA POWELL, COMMUNITY RELATIONS SPECIALIST: 248-758-3300 / APOWELL@PONTIAC.MI.US