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

58th Session of the 11th Council
November 10, 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
November 1, 2022 City Council Meeting Minutes

Agenda Items
Resolutions
City Council

1. Resolution Congratulating Pontiac Panthers Jr. Freshman Team 2022 Season Success

2. Resolution Honoring Pontiac Chiefs-Husky's Youth Program, Wishing the Team as they Pursue National Championship

3. Resolution Recognizing Sigma Gamma Rho Sorority, Inc. on their 100th Anniversary

Subcommittee Reports

4. Communications, Engagement & Operations - Chair Goodman
5. Economic Development, Housing & Planning - Chair McGuinness
6. Facilities & Property - Chair Carrington
7. Finance & Personnel - Chair Nicholson
8. Law & The Courts - Chair Parker
9. Parks, Recreation & Public Works - Chair James
10. Public Safety, Health & Wellness - Chair Carrington

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items Continues
Ordinance

11. Adoption of an Ordinance to Amend the City of Pontiac's Purchasing Ordinance to clarify certain definitions and procedures, and to permit the City's purchasing agent to make non-major expenditures up to $5,000 without engaging in the practice of competitive bidding. **(Second Reading)**

Resolutions
City Council

12. Resolution Saluting Pontiac Veterans This Veterans Day.

Department of Public Works (DPW)

13. Resolution to Approve a contract between the City and PK Contracting for Citywide Striping and Legend Markings and authorize the Mayor to sign the agreement

Finance

14. Resolution Ratifying All Non-Major Contracts under $10,000.00 entered into by the City since January 4, 2022

15. Resolution to Approve Budget Amendments for Budget Year 2022-2023 Increase the Budget Appropriation in the Insurance Fund GL Account 659-864-716-001 – Medical Insurance Retire Account in the amount of $3,050,000 Increase the Revenue Estimate in the Insurance Fund GL Account 659-00-680-100 – Medical GERS Account in the amount of $250,000 Increase the Revenue Estimate in the Insurance Fund GL Account 659-000-680-200 – Medical PFRS Account in the amount of $2,800,000.

Grants

16. Resolution to Approve the City of Pontiac State and Local Fiscal Recovery Fund American Rescue Plan Act Project Budget.

Purchasing

17. Resolution to Approve a contract between the City and American for Building Document Scanning Services. and authorize the Mayor to sign the agreement

Public Comment (Three Minutes Time Limit)

Closed Session

18. Resolution to Proceed in Closed Session to Consider and Discuss the Confidential Legal Opinion Concerning the Recreational Marihuana Regulation

Communications
City Council

19. Now Through January 4, 2023, Mittens for Detroit is collecting new mittens and glove donations for children, including a pickup site at the Pontiac Community Foundation, 79 Oakland Avenue, Pontiac 48342

20. "Let Us Help" Tutoring, Essay Writing, Computer Skills, Financial Literacy, Resume Writing and Interview Preparation, Mondays, Tuesdays and Thursdays from 6:00 to 8:00 pm, held at Pontiac Seventh Day Adventist Church, 182 S. Sanford Street, Pontiac 48342

21. United Wholesale Mortgage, headquarters in Pontiac, has been named the #1 Overall Mortgage Lender in the Nation

22. Pontiac Theatre IV Performances of Shrek Jr. November 11,12,13,18, 29, 30, held at All Saints Episcopal Church, 171 W. Pike Street, Pontiac 48341

23. Alexander Zonjic and Friends Perform at Pontiac's Little Arts Theatre, November 12, 2022, doors open at 6:30 pm and performance at 7:30 pm, the PLAT is at 47 N. Saginaw Street, Pontiac 48342, tickets $30

24. The Art Experience Glimpse & Glimmer Annual Gala, November 17, 2022, held at the Flagstar Strand Theatre, 12 N. Saginaw Street, Pontiac 48342

25. Greater Pontiac Community Coalition Economic Summit, November 18, 2022 from 8:30 am to 12:00 pm, held at the CenterPoint Marriott, 3600 CenterPoint Parkway, Pontiac 48341, featuring Tim Dempsey of Public Sector Consultants, Executive Vice President Omar Salah of Comerica Bank, and Pontiac Mayor Tim Greimel; email Ann Porterfield at gpcc1994@yahoo.com to register

26. CNS Healthcare 10th Annual Turkey Giveaway, November 19, 2022 at 10:00 am, held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac 48342, first come, first served while supplies last

27. Pontiac District One Thanksgiving Fellowship Luncheon, November 19, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 52 Bagley Street, Pontiac 48341, Contact City Councilwoman Melanie Rutherford to pre-register or with questions at (248) 758-3017

28. Fee Coat Giveaway by Councilwoman Melanie Rutherford, November 20, 2022 from 10:00 am to 1:00 pm, held at Pontiac City Hall Parking Lot, Contact City Councilwoman Melanie Rutherford to pre-register or with questions at (248) 758-3017

29. Southside Carolers First Rehearsal with Councilwoman Melanie Rutherford, November 26, 2022 at 3;)) pm, held at New Springfield Missionary Baptist Church, 124 Prospect Street, Pontiac, Contact City Councilwoman Melanie Rutherford to pre-register or with questions at (248) 758-3017

30. Pontiac Impact Challenge by Thrivent and the Pontiac Community Foundation, from November 29, 2022 through December 4, 2022

31. Annual Holiday Tree Lighting Ceremony, December 2, 2022 outside of the District Courthouse, Downtown Pontiac

32. Annual Holiday Extravaganza Parade, December 3, 2022 along Cesar Chavez Avenue, Oakland Avenue, and Saginaw Street in Downtown Pontiac

33. Matthew Morrow Performs Live at Pontiac's Little Arts Theatre, December 9, 2022, 7:00 pm; the PLAT is at 47 N. Saginaw Street, Pontiac 48342

34. Oakland History Center Holiday Open House, December 10 and 11, 2022 from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342 free to open to all attendees

35. CARE House of Oakland County Seeds of Hope Tour, December 13, 2022 from 12:00 to 1:00 pm, located at 44765 Woodward Avenue, Pontiac 48341

36. Pre-New Year's Night of Jazz with the Phillips / Stewart Quintet, December 30, 2022 from 7:00 to 9:00 pm, held at Pontiac's Little Art Theatre, 47 N. Saginaw Street, Pontiac 48342, tickets $26.50, available at bit.ly / psqpontiac

37. Pontiac Regional Chamber of Commerce Fruitful Toast, January 6, 2023

38. Pontiac Regional Chamber of Commerce "Prosperity Pontiac" Annual Event, March 29, 2023

39. Pontiac Community Foundation 5-Year Anniversary Celebration, May 19, 2023

Mayor's Office

40. Pontiac Youth Recreation Fall Youth Programs Registration Underway, Visit pontiacrecreation.recdesk.com for more information, programming this fall includes: Bitty Basketball, Elementary Girls Basketball, Chess Club, Indoor Tennis, Dance, Martial Arts, Flag Football, Music, E-Sports, young Authors, Etiquette Class, Cooking and Baking Class, VR Virtual Reality, Edu-Tainment, German Language Courses, Spanish Language Courses, Japanese Language Courses, Biochemistry, Dissection, and Fashion & Entertainment Club

41. Economic Development Stakeholder Survey 2022

Closing Comments

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

Adjournment

#1

RESOLUTION

PONTIAC CITY COUNCIL RESOLUTION
Honoring the Pontiac Panthers Youth Football and Cheer Organization

Whereas, it is fitting that the members of this Pontiac City Council and Administration should salute those athletes who, through their extraordinary efforts, have distinguished themselves as true champions of whom we all can be proud; and,

Whereas, the Pontiac Panthers is a non-profit organization that was established over 35 years ago in the Pontiac area for purposes of educating and instructing juvenile boys and girls, without regard to race, creed color or religion, in sports and athletic endeavors; and

Whereas, the Pontiac Panthers organization strives to enhance individual capabilities, improve physical fitness and mental and moral wellness and to assist in developing and valuing a sense of fair play and good sportsmanship like conduct, so that there can ultimately be a decrease in juvenile delinquency and relieve some of the problems that many young people face within the Southeast Michigan area; and,

Whereas, the members of the Pontiac Panthers Jr. freshman team and their coaches, have proven themselves to be the fiercest of competitors and, as such, deserving of the highest regard; and,

Whereas, on October 23, 2022, the Pontiac Panthers Jr. freshman team defeated the Rochester Redskins, 24-0 at the historic Pontiac Wisner Stadium for the 2022 Jr. Freshman Jamboree. The defensive team only gave up one first-down all season and was nicknamed the "Headache Gang; and"

Whereas, the Pontiac Panthers Jr. freshman team players are Mikel Robinson, Aden Johnson, Darwin Huantez, Cameron McDonald, Lyric Stewart, Travez Duncan, Nathaniel Griffith, Ayden Elcan-Smith, Carnell Samples, Kayden McDonald, Trayvon Harrris, Isiah Mabin, Jameson Khong-Phou, Logan Blue-Allen, Jamel Hill, Jace Jamison, Kamryn Hirsch, Daniel Culbertson, Jaxson Hill, Dorian Spilliers, Reese Moore, Nicholas Essain, Darrion Huantez, Logan Washington, Josiah Ware-Powell, Montell Crusoe, Adam Shephard, Damon Mallory, Kamari Akrawi, Caiden Lewis, and Devasico Jackson; and,

Whereas, the team's successful game would not have been possible without the astute knowledge and leadership of their coaches, Pat Johnson, Head Coach, Keith Transou, Jr., Harry Tademy, Juwan Mack-Bey, and board members Jennifer Prince-Washington, Daniel Sowell, Brent Sykes, Sherry Saunders, Portia McIntosh-Cade, and Gill Garrett; and,

Whereas, the Pontiac Panthers epitomizes all that is good in today's athletes, as they have achieved a premier level of success in competition while exhibiting the highest degree of character; now,

THEREFORE, BE IT RESOLVED that the Pontiac City Council and Pontiac Mayor Tim Greimel hereby honors and congratulates the coaches, board members and members of the Pontiac Panthers Jr. freshman team upon winning the 2022 Freshman Jamboree and extend to them our best wishes for every continued success in all their future endeavors.

Pontiac City Council • *Pontiac, Michigan* • *November 10, 2022*

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William Parker, Jr., *Councilmember*

#2

RESOLUTION

PONTIAC CITY COUNCIL RESOLUTION
Honoring Pontiac Chief-Husky's Youth Program

Whereas, it is only fitting, that the members of the Pontiac City Council and Administration should recognize and support athletes of remarkable character, who are inspirational and who serve as a role-model to others; and,

Whereas, Pontiac Chief-Husky's Youth Program is an upcoming non-profit organization in the City of Pontiac, that maintains membership with the Southeast Michigan Pop Warner Football league; and,

Whereas, on October 29, 2022, the Pontiac Chief-Husky's 14U football team won a championship game against Detroit, they finished the season with a profound record of 7-1; and,

Whereas, the Pontiac Chief-Husky's team players are: Jamaren Adams, Marc Bell, Quante Cobb, De'Angelo Davis, D'Avion Douglas, De'Vontae Grandison, DeAndre Johnson, Diontae Jones, Michael Kideckel, Richard Kirk, Ke'Vonte Lloyd, Ke'vourie Logan, Ja'Shawn Mojica, Alijah Price, Marquan Robinson, Jaquari Simpson, Davin Smith, Jeremiah White, Keyon Williams, and De'Mario Wright; and,

Whereas, the team's successful season would not have been possible without the astute knowledge and leadership of their coaches, 14U Head Coach, Derek Douglas and Assistant Coach, Jeremy Singleton and board members, DeQuanndre Caldwell, President, Denisha Cole, Sharmere Miller and DeMario Caldwell; and,

Whereas, the unique qualities and impressive character of the Pontiac Chief-Husky's team, proves that their commitment to achieving excellence and success is undeniable and team work makes the dream work; now,

THEREFORE, BE IT RESOLVED that the Pontiac City Council and Pontiac Mayor Tim Greimel hereby honors and congratulates the coaches and the members of Pontiac Chief-Husky's team upon winning the championship game against Detroit and extend to them our best wishes for every continued success in all their future endeavors.

Pontiac City Council • *Pontiac, Michigan* • *November 10, 2022*

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William Parker, Jr., *Councilmember*

#3

RESOLUTION

PONTIAC CITY COUNCIL RESOLUTION RECOGNIZING SIGMA GAMMA RHO, SORORITY INCORPORATED'S CENTENNIAL AND 100 YEARS OF SISTERHOOD, SCHOLORSHIP AND SERVICE

WHEREAS, the Pontiac City Council proudly pays proper tribute to an organization of remarkable character and an organization that has been dedicated to creating a legacy of success that has empowered the community; and,

WHEREAS, Sigma Gamma Rho Sorority, Inc. was founded on November 12, 1922, in at Butler University in Indianapolis, Indiana, by seven young Black educators: Mary Lou Allison Gardner Little, Dorothy Hanley Whiteside, Vivian Irene White Marbury, Nannie Mae Gahn Johnson, Hattie Mae Annette Dulin Redford, Bessie Mae Downey Rhoades Martin, and Cubena McClure; and,

WHEREAS, it is the mission of Sigma Gamma Rho Sorority, Inc. to enhance the quality of life for women and their families in the U.S. and globally through community service. Our goal is to achieve greater progress in the areas of education, healthcare, and the leadership development; and,

WHEREAS, the founding Seven Pearls of Sigma Gamma Rho Sorority, Inc. demonstrated incredible courage and strength creating a Black Greek-lettered organization on a predominantly white campus during the height of the Ku Klux Klan; and,

WHEREAS, since its inception 100 years ago, the dynamic women of the illustrious Sigma Gamma Rho Sorority, Inc. have continued to build on what their Founders created and their commitment to Greater Service, Greater Progress in the community through Sisterhood, Scholarship, and Service; and,

WHEREAS, Sigma Gamma Rho Sorority, Inc. is a 110,000+ member nonprofit collegiate sorority dedicated to the encouragement and promotion of high scholastic attainment, community service, and improvement in the quality of life through its chapters, members, and affiliates throughout the world; and,

WHEREAS, the Pontiac Alumnae Chapter of Sigma Gamma Rho Sorority, Inc., Zeta Eta Sigma, has had a RHOyal impact on the City of Pontiac through their generous educational scholarships, meaningful volunteerism and community leadership; and held high the Gold standards of dynamic sisterhood, uplifting leadership, and championing service to our community; and,

WHEREAS, Sigma Gamma Rho Sorority, Inc. is celebrating its Centennial year on Saturday, November 12, 2022, and recognizing the trailblazing Seven Founders and dedicated members across the world who continue to carry the organization forward.

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby recognizes the Zeta Eta Sigma Chapter of Sigma Gamma Rho, Sorority, Inc. and their service to the community and proclaims this in recognition of them and their Founders and celebrates their Centennial achievement and commends this observance to all.

PONTIAC CITY COUNCIL • Pontiac, Michigan • November 10, 2022

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Mikal Goodman, *Councilmember*

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Brett Nicholson, *Councilmember*

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Melanie Rutherford, *Councilmember*

#11

ORDINANCE

CITY OF PONTIAC, MICHIGAN

ORDINANCE NO. _____

An ordinance to amend the City of Pontiac's purchasing ordinance to clarify certain definitions and procedures, and to permit the City's purchasing agent to make non-major expenditures up to $5,000 without engaging in the practice of competitive bidding.

Findings

A. Section 4.304 of the City Charter provides, in part, "All purchases and contracts for procurement which exceed a dollar amount fixed by ordinance shall be made only pursuant to competitive bidding as prescribed by ordinance."

B. In 1985, the City Council adopted Article VI, Division 2, a Purchasing Ordinance which imposed certain duties and procedures for the Purchasing Division when making purchases and disposing of property on behalf of the City, and exempting certain professional services contracts from the Purchasing Ordinance.

C. Since 1985, practices and procedures implemented and utilized by the City have not been consistent based on ambiguity or interpretation of certain definitions and procedures set forth in the Purchasing Ordinance.

D. Despite the fact that Section 4.304 of the Charter would permit certain purchases to be made without competitive bidding, Section 2-519(2)(b) of the City's Municipal Code requires that competitive bidding take place for all purchases, even those that are not classified as "major" expenditures under the Municipal Code.

E. During the year ended June 30, 2022, 65% of City purchases entailed an expenditure of less than $2,500. Taking into account inflation and other anticipated price increases, most purchases will be less than $5,000 in the coming years. Competitive bidding for such purchases necessitates, administrative time and expense as well as delays not justified by the minor benefit that might be realized by using competitive bidding for such purchases.

F. In the City Council's view, a competitive bidding requirement for purchases of less than $5,000 is counter-productive, and is not in the best interest of the City.

G. As permitted by the Charter, this ordinance this ordinance will clarify and confirm certain terms and requirements set forth in the Purchasing Ordinance, and will remove the requirement of competitive bidding for purchases of less than $5,000 and only require competitive bidding for purchase of $5,000 or greater.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

(A) Article VI, Division 2, Section 2.517 of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.517 shall read in its entirety as follows:

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

(a) "Contract" means any city contract, including contracts awarded by competitive bidding, single-source or negotiated contracts, or contracts awarded by any other procurement process and whether or not done in conjunction with any other government agency, or public or private entity. Purchase orders and so-called blanket purchase orders are contracts under the provisions of this division.

(b) "Division" means the purchasing division of the finance department.

(c) "Invitation for bids" means the complete assembly of related documents (whether attached or incorporated by reference) furnished prospective bidders for the purpose of bidding.

(d) "Lowest responsible bidder" means that bidder who submits the lowest bid, conforming to specifications, as evaluated pursuant to section 2-519, and who is qualified by meeting the following standards as they relate to the particular contract under consideration. The bidder must demonstrate:

(1) Adequate financial resources for performance, or the ability to obtain such resources as required during performance, as determined by the purchasing agent, after consultation with the department that will be utilizing the goods or services procured, and the necessary experience, organization, technical qualifications, skills and facilities, or has the ability to obtain them (including probable subcontractor arrangements);

(2) Ability to comply with the proposed or required time of delivery or performance schedule;

(3) A satisfactory record of integrity, judgment and performance (contractors who are delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement);

(4) Qualifications and eligibility to receive an award under applicable laws, ordinances and regulations; and the ability to comply with applicable bonding and insurance requirements;

(5) That the bidder is not disqualified under section 2-528, pertaining to contractors or vendors in default or indebted to the city, of this division.

(e) "Major" means a purchase or contract of not less than the specified dollar valuation of a contract as set forth below in relation to the corresponding contract classification. A contract or purchase that is "major" shall be considered as exceeding the dollar amount requiring competitive bidding as defined in this section, pursuant to section 4.304 of the Charter.

(f) "Major Contracts" means any of the following in a fiscal year:

(1) Purchases of materials, equipment and supplies over $10,000.

(2) Public work contracts for demolition, street paving, or other construction over $10,000.

(3) Other purchases and contracts, including services (including, but not limited to, tree removal, catering, janitorial, maintenance, etc.) over $10,000.

(4) Disposition of materials, equipment and supplies pursuant to section 2-520 over $10,000.

(5) Disposition or purchase of real property pursuant to section 2-520 over $10,000.

(6) Contracts and purchases shall not be divided into units smaller than the amounts set forth above in order to avoid being classified as major.

(7) Options to purchase or sell real property if the option price is over $10,000.

(g) "Professional service contract" means a contract for services to the city or any agency of the city by physicians, attorneys, accountants, architects, engineers, or any other person rendering service to the city which would usually be considered professional.

(h) "Purchasing agent" means purchasing agent of purchasing division, finance department, of the city.

(i) "Subcontract" means an agreement between a subcontractor and a contractor under which the subcontractor will provide goods, services, materials, equipment or supplies to a contractor.

(j) "Subcontractor" means any person providing goods, services, materials, equipment or supplies to a contractor.

(k) "Unit" means any item offered for sale by the city as a separate item, or, when items to be sold by the city are deemed to be more readily saleable in groups, any group of items offered for sale by the city in a group and not separately.

(B) Article VI, Division 2, Section 2.521 of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.521 shall read in its entirety as follows:

(a) Professional service contracts are excluded from the provisions of this division. The Mayor shall with the concurrence of the Council adopt administrative rules regarding the retention of professional services. However, any contract for professional services, except for legal and accounting services, during the course of a fiscal year in excess of $10,000.00 must have the approval of the Council, unless the services required are of an emergency nature attested in writing by the department head requesting the service, the Finance Director, the Purchasing Agent, and the Mayor. Such emergency contracts shall be forwarded to City Council for their information along with the attestation.

(b) The Mayor, with the concurrence of the Finance Director and City Attorney, may secure the services of law firms and accounting firms up to $500,000.00 per fiscal year without City Council approval provided that there are funds available in the City's budget for such services. The use of attorneys and accounting firms under this provision is not intended to establish a long-term relationship with the City, but rather to address a specific need expressed by the City Attorney or Finance Director in writing.

(c) Professional service contracts under this Section 2-521 may be terminated at the pleasure of the Mayor.

(d) The Mayor may authorize the City Attorney to file suit against any contractor deemed to be in breach of contract with the City.

(C) Article VI, Division 2, Section 2.519(2)(b) of the Municipal Code is amended as provided below, and as a result Article VI, Division 2, Section 2.519(2) shall read in its entirety as follows:

(2) If the purchase or sale entails an expenditure that is not "major" as defined in section 2-517, the purchasing agent is authorized to let and/or award the contract subject to the following conditions:

(a) Proposals shall be solicited by the purchasing agent from qualified persons.

(b) The practice of competitive bidding is required for all purchases of $5,000 or greater, but formal advertising shall not be required. Competitive bidding is permitted, but not required, for purchases of less than $5,000.

(c) The purchasing agent must make a determination that the prospective contractor is responsible. The purchasing agent should utilize all available information from within the purchasing division and other city departments, from the prospective contractor, from banks and other financial companies, in order to ascertain whether the prospective contractor is responsible, under the guidelines set forth under "lowest responsible bidder" in this section.

(d) No contract shall be awarded by the purchasing agent under this subsection (2) until the purchasing agent shall have made a determination that the contract price is reasonable, based upon the following criteria:

(1) Other recent contracts for same or similar materials or services, under the same or similar specifications;

(2) The price bid by the prospective contractor is validated by a federal, trade or other recognized index, to the extent possible;

(3) Allowance for a reasonable profit considering prevalent market conditions;

(4) An adequate number of proposals were submitted to ensure a fair price; or

(5) Any other relevant factors.

(e) No contract awarded by the purchasing agent under this subsection (2) shall be valid until the contract is executed by the Mayor or his or her designee. Major contracts shall be approved by a majority of City Council.

Section 2. Severability.

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any court of competent jurisdiction, such section, clause or provision shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication.

The Clerk shall publish this Ordinance in a newspaper of general circulation in the City.

Section 5. Effective Date.

This Ordinance shall be effective ten days after it is adopted.

I hereby certify this ordinance was brought for a first reading at a meeting of the City Council of the City of Pontiac on the _____ day of October, 2022.

_____
Garland Doyle, City Clerk

I further hereby certify this ordinance was adopted at a second reading of the ordinance by the City Council of the City of Pontiac on the _____ day of _____, 2022.

_____
Garland Doyle, City Clerk

I further hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council on the _____ day of _____, 2022 and published verbatim in a publication of general circulation on the _____ day of _____, 2022.

_____
Garland Doyle, City Clerk

#12

RESOLUTION

PONTIAC CITY COUNCIL RESOLUTION
SALUTING PONTIAC VETERANS THIS VETERANS DAY

WHEREAS, it is sincere gratitude that the Pontiac City Council graciously recognizes November 11, the anniversary of the ending of World War I, by paying tribute to the heroes of that tragic struggle and remembering those who have served the United States military; and,

WHEREAS, in the intervening years, the United States has been involved in subsequent military conflicts, which have added millions of veterans living and dead to the honor rolls of this Nation; and,

WHEREAS, Congress passed a concurrent resolution on June 4, 1928 (44 Stat. 1962), calling for the observance of November 11 with appropriate ceremonies, and later provided in an act approved May 13, 1938 (52 Stat. 351), that the eleventh of November should be a legal holiday and should be known as Armistice Day; and,

WHEREAS, in order to expand the significance of that commemoration and in order that a grateful nation might pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this Nation, the Congress, by an act approved June 1, 1954 (68 Stat. 168), changed the name of the holiday to Veterans Day; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council, hereby calls upon the citizens of Pontiac, to observe November 11 as Veterans Day and on that day, let us remember the sacrifices of those who fought so courageously on the seas, in the air, and on the foreign shores, to preserve our freedom, and let us commit ourselves, to the task of promoting and enduring peace, so that their efforts shall not have been in vain.

PONTIAC CITY COUNCIL • Pontiac, Michigan • November 10, 2022

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#13

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Al Cooley III, Interim Director of DPW

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: November 2, 2022

RE: **City Wide Striping and Legend Markings Contract**

The Department of Public Works Engineering division worked with Road Commission of Oakland County (RCOC) to Co-Op their contract for roadway striping and legend markings. DPW has spoken with PK Contracting and they have agreed to extend the contract pricing to the City of Pontiac by way of cooperative contract through RCOC

The DPW Engineering division has reviewed this pricing, and based on that review it is the recommendation of the Department of Public Works that we use PK Contracting for this work.

Funding for this work will be out of Major Road Fund under Pavement Markings $145,000 and has been budgeted in the 22/23 FY

WHEREAS,	The City of Pontiac requires Street Striping and Pavement Legend Markings which is part of the street maintenance program,
WHEREAS,	the existing RCOC contract provides needed services at a cost savings to the City of Pontiac
NOW, THEREFORE IT IS RESOLVED:	the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with PK Contracting for City Wide Striping and Legend Markings.

MAIN OFFICE
1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

September 7, 2022

To Whom It May Concern,

P.K. Contracting, LLC would like to extend the prices used in this year's Oakland County Special Marking Program to the City of Pontiac. Please see below pricing.

1. Pavt Mrkg, Overlay, Cold Plastic, 6 inch, Crosswalk - $2.20 / LFT
2. Pavt Mrkg, Overlay, Cold Plastic, 18 inch, Stop Bar - $6.10 / LFT
3. Pavt Mrkg, Overlay, Cold Plastic, 24 inch, Stop Bar - $8.10 / LFT
4. Pavt Mrkg, Overlay, Cold Plastic, Lt Turn Arrow - $100.00 EA
5. Pavt Mrkg, Overlay, Cold Plastic, Only - $110.00 EA
6. Pavt Mrkg, Overlay, Cold Plastic, Railroad - $300.00 EA
7. Pavt Mrkg, Overlay, Cold Plastic, Rt Turn Arrow - $100.00 EA
8. Pavt Mrkg, Overlay, Cold Plastic, School - $190.00 EA
9. Pavt Mrkg, Overlay, Cold Plastic, Thru and Lt Turn Arrow - $190.00 EA
10. Pavt Mrkg, Overlay, Cold Plastic, Thru and Rt Turn Arrow - $190.00 EA
11. Pavt Mrkg, Overlay, Cold Plastic, Thru Arrow - $70.00 EA
12. Remove Special Markings - $1.30 / SFT
13. Recess Turning Guide Line - $3.00 / LFT
14. Pavt Mrkg, Overlay, Cold Plastic, 6 inch, Turning Guide Line - $6.00 / LFT
15. Pavt Mrkg, Overlay, Cold Plastic, Roundabout Circle - $150.00 EA

Sincerely,

Nicholas C. Shea
Vice President

PK CONTRACTING

MAIN OFFICE
1965 Barrett Drive
Troy, MI 48084-5372
PHONE 248-362-2130
FAX 248-362-4969

August 25, 2022

To Whom It May Concern:

P.K. Contracting, LLC would like to extend the prices used in this year's Oakland County Longline Markings Program to the City of Pontiac. Please see below pricing.

1. Sprayable Thermoplastic, 4 inch, Yellow - $.11 / LFT
2. Sprayable Thermoplastic, 6 inch, White - $.18 / LFT

Sincerely,

Nicholas C. Shea
Vice President

ROAD COMMISSION FOR OAKLAND COUNTY
QUALITY LIFE THROUGH GOOD ROADS!
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Engineering Department
31001 Lahser Road
Beverly Hills, MI 48025

248-645-2000

FAX
248-645-0618

www.rcocweb.org

May 2, 2022

P.K Contracting, LLC
1965 Barrett
Troy, MI 48084

Re: Return of Contract Documents: 95122, County Wide Legend Program

P.K. Contracting, LLC:

The Road Commission for Oakland County executed the contract for the above subject project on April 29, 2022

One copy each of the executed contract, bond and a copy of the insurance documents are returned herewith for your records and file. In addition, the Clerk's Office has released your bid deposit for this project.

You may proceed with the proposed work in accordance with the Progress Schedule as noted in the proposal for this project. Please contact our Construction Division at (248) 858-4855 when you are ready to begin work.

Sincerely,

Samuel Fitzer, P.E.
Director of Engineering

/jlk
Enclosure

c: Clerks
Lamug, Cromwell
Robin Dunny / Julie Fisher
Risk Management
Jeff O'Brien
Finance

BOARD OF COUNTY ROAD COMMISSIONERS
of the
COUNTY OF OAKLAND
MICHIGAN

CONTRACT

FOR

County-Wide Legend Program

Road Commission for Oakland County Project:

Project 95122, County-Wide Legend Program

P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084

THIS AGREEMENT, Made this 20th day of April, AD 2022, by and between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, herein after referred to as the Board, and **P.K. Contracting, LLC** a Michigan corporation, of **1965 Barrett, Troy, MI 48084**, hereinafter referred to as Contractor.

1. WORK DEFINED: the Contractor, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and the Proposal therefor, and to the satisfaction of the Board of County Road Commissioners of the County of Oakland, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered a part hereof.

Count-Wide Legend Program

2. HOLD HARMLESS PROVISION

The Contractor shall hold harmless, represent, defend with counsel acceptable to, and indemnify the Board of County Road Commissioners of the County of Oakland (the "Board"), the County of Oakland; the Office of the Oakland County Water Resources Commissioner, any and all drainage district(s) and local unit(s) of government affected by the Project, the Michigan Department of Transportation , the Michigan Transportation Commission, and their respective officers, agents and employees; against any and all claims, charges, complaints, damages or causes of action for (a) damages to public or private property, (b) injuries to person or persons, or (c) any and all other claims charges, complaints, damages or causes of action arising out of the performance or non-performance of the contracted work and its related activities, both known and unknown, whether during the progress or after the completion thereof.

3. NON-DISCRIMINATION CLAUSE FOR ROAD COMMISSION FOR OAKLAND COUNTY CONTRACTS

A. In accordance with Act No. 453, Public Acts of 1976, as amended the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

B. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in this Section 3.

C. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

E. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.

F. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (A) through (E) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

4. IN CONSIDERATION WHEREOF, Said Board agrees to pay said Contractor for all work done, the following unit prices:

Bid Tabulation

Contract ID:	95122
Location:	County-Wide Legend Program
Description:	A contract for 2022 County-Wide Legend Program located in Oakland County, Michigan

Project Number:	95122	**Project Engineer:**	Andreau Lamug
Estimate Number:	1	**Date Created:**	12/20/2021
Project Type:	Traffic Operations	**Fed/State #:**	
Location:	County-Wide Legend Program	**Fed Item:**	
		Control Section:	

Description: A contract for 2022 County-Wide Legend Program located in Oakland County, Michigan

Bidder: P.K. Contracting, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	8110011	Call Back, Mobilization	20	Ea	$250.000	$5,000.00
0002	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 Inch, Crosswalk	35,000	Ft	$2.200	$77,000.00
0003	8110044	Pavt Mrkg, Ovly Cold Plastic, 18 Inch, Stop Bar	13,000	Ft	$6.100	$79,300.00
0004	8110045	Pavt Mrkg, Ovly Cold Plastic, 24 Inch, Stop Bar	4,500	Ft	$8.100	$36,450.00
0005	8110063	Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	450	Ea	$100.000	$45,000.00
0006	8110068	Pavt Mrkg, Ovly Cold Plastic, Only	8	Ea	$110.000	$880.00
0007	8110069	Pavt Mrkg, Ovly Cold Plastic, Railroad Sym	20	Ea	$300.000	$6,000.00
0008	8110071	Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym	400	Ea	$100.000	$40,000.00
0009	8110074	Pavt Mrkg, Ovly Cold Plastic, School	100	Ea	$190.000	$19,000.00
0010	8110076	Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym	30	Ea	$190.000	$5,700.00
0011	8110077	Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym	30	Ea	$190.000	$5,700.00
0012	8110078	Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym	15	Ea	$70.000	$1,050.00
0013	8110343	Rem Spec Mrkg	103,000	Sft	$1.300	$133,900.00
0014	8110453	Recessing Pavt Mrkg, Guide Line	4,500	Ft	$3.000	$13,500.00
0015	8110562	Pavt Mrkg, Ovly Cold Plastic, 6 Inch, Dotted Turning Guide Line, White	4,500	Ft	$6.000	$27,000.00
0016	8117050	Pavt Mrkg, Ovly Cold Plastic, Circle (Roundabout) Symbol	20	Ea	$150.000	$3,000.00

Bid Total: $498,480.00

If no unit prices are set forth herein, in reference to any extra work ordered by the Board or its authorized representative, the Board agrees to pay for such work on the basis agreed upon before such extra work is begun.

5. PROGRESS SCHEDULE: it is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the contractor as to insure its completion in accordance with the following conditions: Attached Progress Schedule or Progress Clause:

ROAD COMMISSION FOR OAKLAND COUNTY

PROGRESS CLAUSE

a. General

Submit a complete, detailed and signed MDOT Form 1130A, Progress Schedule, to the Engineer within seven (7) calendar days after Award and prior to starting work. The Engineer for this project is as follows:

Cromwell Lamug
Road Commission for Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328
(248) 466-4529
clamug@rcoc.org

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer **after submittal of MDOT Form 1130A**. The Engineer will arrange the day, time and place for the preconstruction meeting. The named subcontractor(s) for designated and/or Specialty Items, as shown in the proposal, are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

Start work within 10 days of Award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department.

The Contractor shall be expected to mobilize sufficient labor and equipment to complete the project within the specified time frames.

The Contractor may be required to meet with Department representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding on future projects.

a. Expedited Schedule

This project is on an expedited schedule. The Contractor is expected to mobilize sufficient labor resources and equipment and to work the required overtime to maintain the expedited schedule. The Contractor shall include any costs associated with maintaining the expedited schedule in the Bid Items for work, as it will not be paid separately.

Unless specific pay items are provided in the contract, any extra costs incurred by the Contractor due to cold-weather protection, winter grading, sufficient manpower and equipment necessary to maintain the expedited schedule, and/or meet the final completion date, and any overtime will not be paid for separately, but will be included in payment of other contract items.

2022

BOARD MEETING DATES

BOARD OF ROAD COMMISSIONERS FOR THE COUNTY OF OAKLAND

Board Meeting Dates / Road Closure Notification Dates

January 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

[#] Board Meeting Dates

: Road Closure Notification Date

2022 Board Calendar for Design 1 Hrs/2022 BOARD-Page 3
BOARD APPROVED - NOVEMBER 19, 2021

b. Milestones

a. County-Wide Legends
The project shall be sufficiently complete and in suitable condition, on or before **August 31, 2023.**

b. Entire Project Including Delayed Acceptance Items.
The entire project shall be completed on or before **May 1, 2023.**

c. Call back Legends
Shall be completed within **10 days** of notification.

d. Liquidated damages for failure to meet Milestones
Failure on the part of the Contractor to meet each of the above Milestones by the date specified shall result in the assessment of Liquidated Damages against the Contractor as provided in Section 108.10, Liquidated Damages, of the MDOT 2020 Standard Specifications for Construction.

Liquidated damages will be assessed separately, simultaneously and concurrently for failure to meet Milestone dates as specified above. Liquidated Damages will continue to be assessed for each calendar day or portion of a day that this work remains incomplete even if these days extend beyond the normal Seasonal Suspension period of **November 15, 2022 – April 15, 2023.**

Assessment of Liquidated Damages and/or contract adjustments applies to hourly/daily restrictions included in the Maintaining Traffic Special Provision.

e. Work Day, Hour, And Other Work Restrictions Imposed By Local Communities
The work hours described may be modified or changed by the Engineer due to Holidays, Special Events, or Traffic Volumes.

a. Contractors operations shall be limited by local municipality work time, noise, and dust ordinance unless approved by the local municipality and the Engineer in writing.

b. No work or lane closures, unless approved by the Engineer, shall be performed during:

2022: Memorial Day (from 3:00 pm Friday, May 27th – 6:00 am Tuesday, May 31st), 4th of July (from 3:00 pm Friday, July 1st – 6:00 am Tuesday, July 5th) or Labor Day (from 3:00 pm Friday, September 2nd – 6:00 am Tuesday, September 6th).

Additional lane or ramp closures other than those already in place will not be allowed during the following events unless otherwise approved by the Engineer:

1) Woodward Dream Cruise (http://www.woodwarddreamcruise.com/), August 20, 2022, on Woodward Ave throughout Oakland County.

(2) Arts Beats and Eats (http://artsbeatseats.com/) August 31 through September 2 - 5, 2022, City of Royal Oak.

(3) Arts and Apples Festival (https://www.pccart.org/festival/), First week of September 2022, City of Rochester.

(4) Oakland County Fair, (https://www.oakfair.org/), Week after July 4th of every year. July 8 through 17, 2022, Springfield Oaks Park, Springfield Twp.

(5) Brooksie Way, (https://www.thebrooksleway.com/), September 2022, City of Rochester Hills.

(6) Founders Festival, (http://foundersfestival.com/), Third week of July 2022, City of Farmington.

(7) Milford Memories, (https://www.milfordmemories.com/), August 2022, City of Milford.

(8) Berkley Days, (http://www.berkleydays.com), May 12-15, 2022 City of Berkley.

(9) Holly Dickens Festival 2022 (https://hollydickensfestival.org/index.html), Spans three weekends between Thanksgiving and Christmas.

(10) Michigan Renaissance Festival
Holly Township/Groveland Township
Weekends and Labor Day – August 27-28, 2022

(11) For other events, go to https://oaklandcountyblog.com/things-to-do/outdoor-art-fairs-in-oakland-county/

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
OAKLAND, MICHIGAN

Witness: _____ _____
Dennis G. Kolar, P.E., Managing Director

P.K. CONTRACTING, LLC

_____ By: _____ L.S.

Nicholas C. Shea, Vice President
(Print or Type Name and Title)

BOARD OF COUNTY ROAD COMMISSIONERS
of the
COUNTY OF OAKLAND
MICHIGAN

BOND

FOR

County-Wide Legend Program

Road Commission for Oakland County Project:

Project 95122, County-Wide Legend Program

P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084

RCOC PROJECT 95122
County-Wide Legend Program

Bond No. CMS0347663

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, P.K. Contracting, LLC, 1965 Barrett, Troy, MI 48084, as principal, and RLI Insurance Company, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the sum of four hundred ninety-eight thousand four hundred eighty dollars and 00/100 ($498,480.00), lawful money of the United States to be paid to the said Board of County Road Commissioners, or to its assigns, or to any person, firm or corporation who may furnish labor, material, supplies for equipment, for construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns and each and every one of them firmly by these presents.

Sealed with our seals and dated this 12th day of April, A.D. 20 22

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Name, Address & Telephone Number of Local Agent

Lockton Companies

3657 Briarpark Dr., Ste. 700

Houston, TX 77042

713-468-5200

P.K. CONTRACTING, LLC

By [signature]

Its Nicholas C. Shea, Vice President

RLI Insurance Company Surety

By [signature]

Its Laura Knoltz, Attorney-In-Fact

Nicholas C. Shea, Vice President

RCOC PROJECT 95122
County-Wide Legend Program

Bond No. CMS0347663

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, P.K. Contracting, LLC, 1965 Barrett, Troy, MI 48084, as principal, and RLI Insurance Company, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the penal sum of four hundred ninety-eight thousand four hundred eighty dollars and 00/100 ($498,480.00), lawful money of the United States, to be paid to the said Board of County Road Commissioners or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of April, A.D. 20 22.

The condition of this obligation is such that if the above-named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

P.K. CONTRACTING, LLC., Principal

By Nicholas C. Shea

Its Nicholas C. Shea, Vice President

RLI Insurance Company Surety

By Laura Knellz

Its Laura Knellz, Attorney-In-Fact

Note: If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Board of County Road Commissioners. When someone other than an officer or owner is signing, a notarized CERTIFICATE OF SECRETARY must be attached. The Surety Company shall attach or have on file with the Board of County Road Commissioners, a valid power of attorney of person or persons executing bond for the Company.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Kristin Darling, Autumn Stockton, Aaron P. Clark, Nicholas Patetta, Laura Kneitz, Dan W. Burton, Teresa D. Kelly, Craig C. Payne, Rachel Richardson, Averi Stockton, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of April, 2022.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Burton W. Davis
Burton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 6th day of April, 2022, before me, a Notary Public, personally appeared Burton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of April, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick — Corporate Secretary

A0058D19

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY): 4/12/2022

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

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

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company	25658
INSURER B: The Travelers Indemnity Company of Connecticut	25682
INSURER C: The Charter Oak Fire Insurance Company	25615
INSURER D: Travelers Property Casualty Co of America	25674
INSURER E:	
INSURER F:	

INSURED
1492493
P.K. Contracting, Inc.
1965 Barrett
Troy MI 48084-5372

COVERAGES — CERTIFICATE NUMBER: 18415439 — REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	VTC2K-CO-8S997586-IND-22	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU Included						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	VTC2E-CAP-8S997605-TCT-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
D	X UMBRELLA LIAB / X OCCUR	Y	Y	CUP-8S997630-22-25	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB-8S548375-22-25-K	1/1/2022	1/1/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductible for General Liability, Auto Liability and Workers Compensation: $150,000. RE: Project: 95122, County - Wide Legend Program. Additional Insured in favor of Road Commission for Oakland County on all policies (except Workers' Compensation/EL) where and to the extent required by written contract. All policies include a blanket automatic waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

CERTIFICATE HOLDER

18415439
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TRAVELERS

eQuote Bind Confirmation

Account Name: FRONTLINE ROAD SAFETY

Submission No.: 169125
GL Policy No.: 8S997586
GL Limit: $1,000,000

Submission Status: Bound
Date of Activity: 4/27/2022
Umb Limit: $1,000,000

Contractor Name: P.K. CONTRACTING, LLC

Policy Effective Date: 04/27/2022

Policy Expiration Date: 04/27/2023

Contract / Project No.: 95122 - County Wide Legend

Agent Name: Matthew Senchuk

Commission: 10%

Billing Type: Agency Bill - Full Payment

Issuing Company: The Travelers Indemnity Company

Name Insured	ROAD COMMISSION FOR
Total Cost of Construction	$1,000,000
Policy No.	PRS-5R648394-IND
Limits (000s)	1000/2000
Premium	$750

Note: A change in total cost of construction may result in a change in the rate used in our calculations, and result in a change in the premium(s) shown on the proposal.

Thanks for your business.

SERVICE OF LEGAL DOCUMENT(S) STATEMENT
ROAD COMMISSION FOR OAKLAND COUNTY
CLERK'S OFFICE

The Clerk's Office received the following legal document (copy attached).

- ☐ Summons and Complaint / Case (Lawsuit)
- ☐ Notice
- ☐ Subpoena
- ☐ Garnishment
- ☑ FOIA Requester Name / Add'l Info: City of Rochester / Paul Shumejko; 2022 Pavement Markings Program Contract
- ☐ Other

Service for the attached legal document was via:

- ☐ U.S. Mail – envelope attached
  - ☐ Regular
  - ☐ Certified
- ☐ Courier Service (UPS, Fed Ex, etc.) – envelope attached
- ☑ e-Mail
- ☐ In person

Date/Time Document Received:

ROAD COMMISSION
for OAKLAND COUNTY

RECEIVED
By Shannon Miller at 10:12 am, May 06, 2022

Copied/Scanned and transmitted to Legal by:

SM

Signed by Clerk's Office Staff

QUALITY LIFE THROUGH GOOD ROADS "WE CARE"

ROAD COMMISSION for OAKLAND COUNTY

INTER–DEPARTMENTAL MEMORANDUM

Engineering Department

Right of Way Division

DATE: April 28, 2022

To: Samuel Fitzer, P.E. ✓
Director of Engineering

FROM: Nena Cannon
Engineering Aide, Right of Way Division

SUBJECT: CONTRACTS AND BONDS

This contractor has complied with our requirements for the following listed project in regard to the Bonds and Insurance Certificates. The Contract is now ready for the effective date and Managing Director's signature.

Project Number:	95122
Project Name:	County Wide Legend Program
Awarded to:	PK Contracting, LLC
Contract Price:	$498,480.00
Construction Start Date:	May 9, 2022
Date Bid Received:	March 8, 2022
Date Board Accepted Bid:	April 7, 2022

ROAD COMMISSION FOR OAKLAND COUNTY
QUALITY LIFE THROUGH GOOD ROADS!
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Engineering Department
31001 Lahser Road
Beverly Hills, MI 48025

248-645-2000

FAX
248-645-0618

www.rcocweb.org

May 2, 2022

P.K Contracting, LLC
1965 Barrett
Troy, MI 48084

Re: Return of Contract Documents: 94122, County Wide Stripping Program

P.K. Contracting, LLC:

The Road Commission for Oakland County executed the contract for the above subject project on April 29, 2022

One copy each of the executed contract, bond and a copy of the insurance documents are returned herewith for your records and file. In addition, the Clerk's Office has released your bid deposit for this project.

You may proceed with the proposed work in accordance with the Progress Schedule as noted in the proposal for this project. Please contact our Construction Division at (248) 858-4855 when you are ready to begin work.

Sincerely,

Samuel Fitzer, P.E.
Director of Engineering

/jlk
Enclosure

c: Clerks
Lamug, Cromwell
Robin Dunny / Julie Fisher
Risk Management
Jeff O'Brien
Finance

BOARD OF COUNTY ROAD COMMISSIONERS
of the
COUNTY OF OAKLAND
MICHIGAN

CONTRACT

FOR

County-Wide Striping Program

Road Commission for Oakland County Project:

Project 94122, County-Wide Striping Program

P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084

THIS AGREEMENT, Made this 29th day of April, AD 2022, by and between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a Public Body Corporate, herein after referred to as the Board, and **P.K. Contracting, LLC** a Michigan corporation, of **1965 Barrett, Troy, MI 48084**, hereinafter referred to as Contractor.

1. WORK DEFINED: the Contractor, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and the Proposal therefor, and to the satisfaction of the Board of County Road Commissioners of the County of Oakland, the work described herein, it being understood and agreed that said plans, specifications and proposal are to be considered a part hereof.

Count-Wide Striping Program

2. HOLD HARMLESS PROVISION

The Contractor shall hold harmless, represent, defend with counsel acceptable to, and indemnify the Board of County Road Commissioners of the County of Oakland (the "Board"), the County of Oakland; the Office of the Oakland County Water Resources Commissioner, any and all drainage district(s) and local unit(s) of government affected by the Project, the Michigan Department of Transportation , the Michigan Transportation Commission, and their respective officers, agents and employees; against any and all claims, charges, complaints, damages or causes of action for (a) damages to public or private property, (b) injuries to person or persons, or (c) any and all other claims charges, complaints, damages or causes of action arising out of the performance or non-performance of the contracted work and its related activities, both known and unknown, whether during the progress or after the completion thereof.

3. NON-DISCRIMINATION CLAUSE FOR ROAD COMMISSION FOR OAKLAND COUNTY CONTRACTS

A. In accordance with Act No. 453, Public Acts of 1976, as amended the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

B. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinbefore set forth in this Section 3.

C. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.

E. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual state project.

F. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (A) through (E) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

4. IN CONSIDERATION WHEREOF, Said Board agrees to pay said Contractor for all work done, the following unit prices:

Bid Tabulation

Contract ID:	94122
Location:	County-Wide Striping Program
Description:	A Contract for 2022 County-Wide Striping Program located in Oakland County, Michigan

Project Number:	94122	**Project Engineer:**	Andreau Lamug
Estimate Number:	2	**Date Created:**	12/21/2021
Project Type:	Traffic Operations	**Fed/State #:**	
Location:	County-Wide Striping Program	**Fed Item:**	
		Control Section:	

Description: A Contract for 2022 County-Wide Striping Program located in Oakland County, Michigan

Bidder: P.K. Contracting, Inc.

Line	Pay Item	Description	Quantity	Units	Bid Price	Total
0001	8110011	Call Back, Mobilization	20	Ea	$400.000	$8,000.00
0002	8110154	Pavt Mrkg, Sprayable Thermopl, 4 inch, Yellow	8,000,000	Ft	$.113	$904,000.00
0003	8110156	Pavt Mrkg, Sprayable Thermopl, 6 inch, White	7,000,000	Ft	$.178	$1,246,000.00
0004	8110157	Pavt Mrkg, Sprayable Thermopl, 8 inch, White	12,500	Ft	$.238	$2,975.00
0005	8110232	Pavt Mrkg, Waterborne, 4 inch, Yellow	40,000	Ft	$.060	$2,400.00
0006	8110233	Pavt Mrkg, Waterborne, 6 inch, White	30,000	Ft	$.080	$2,400.00
0007	8110450	Recessing Pavt Mrkg, Longit	5,000	Ft	$.650	$3,250.00
0008	8117001	_ Pavt Mrkg, Waterborne, Curb, 8 inch, Yellow	5,000	Ft	$.600	$3,000.00
0009	8117050	_ Witness, Log, $1,000	15	Ea	$300.000	$4,500.00
0010	8120210	Pavt Mrkg, Longit, 6 inch or Less Width, Rem	33,000	Ft	$.400	$13,200.00

Bid Total: $2,189,725.00

If no unit prices are set forth herein, in reference to any extra work ordered by the Board or its authorized representative, the Board agrees to pay for such work on the basis agreed upon before such extra work is begun.

5. PROGRESS SCHEDULE: it is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the contractor as to insure its completion in accordance with the following conditions: Attached Progress Schedule or Progress Clause:

ROAD COMMISSION FOR OAKLAND COUNTY

PROGRESS CLAUSE

a. General

Submit a complete, detailed and signed MDOT Form 1130A, Progress Schedule, to the Engineer within seven (7) calendar days after Award and prior to starting work. The Engineer for this project is as follows:

Cromwell Lamug
Road Commission for Oakland County
2420 Pontiac Lake Road
Waterford, MI 48328
(248) 466-4529
clamug@rcoc.org

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the bidding proposal, the date the project is to be opened to traffic as well as the final project completion date shall also be included in the project schedule. If the Bidding Proposal specifies other controlling dates, these shall also be included in the Progress Schedule.

After award and prior to the start of work, the Contractor must attend a preconstruction meeting with the Engineer. The schedule for this meeting will be determined by the Engineer **after submittal of MDOT Form 1130A**. The Engineer will arrange the day, time and place for the preconstruction meeting. The named subcontractor(s) for designated and/or Specialty Items, as shown in the proposal, are recommended to be at the preconstruction meeting if such items materially affect the work schedule.

Start work within 10 days of Award. In no case, shall any work be commenced prior to receipt of formal Notice of Award by the Department.

The Contractor shall be expected to mobilize sufficient labor and equipment to complete the project within the specified time frames.

The Contractor may be required to meet with Department representatives for a post-construction review meeting, as directed by the Engineer. The Engineer will schedule the meeting.

Failure on the part of the Contractor to carry out the provisions of this Progress Clause may be considered sufficient cause to prevent bidding on future projects.

a. **Expedited Schedule**

This project is on an expedited schedule. The Contractor is expected to mobilize sufficient labor resources and equipment and to work the required overtime to maintain the expedited schedule. The Contractor shall include any costs associated with maintaining the expedited schedule in the Bid Items for work, as it will not be paid separately.

Unless specific pay items are provided in the contract, any extra costs incurred by the Contractor due to cold-weather protection, winter grading, sufficient manpower and equipment necessary to maintain the expedited schedule, and/or meet the final completion date, and any overtime will not be paid for separately, but will be included in payment of other contract items.

2022

BOARD MEETING DATES

BOARD OF ROAD COMMISSIONERS FOR THE COUNTY OF OAKLAND

Board Meeting Dates / Road Closure Notification Dates

January 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

[#] Board Meeting Dates

Road Closure Notification Date

b. Milestones

a. County-Wide Striping
The project shall be sufficiently complete and in suitable condition, on or before **August 31, 2023**.

b. Entire Project Including Delayed Acceptance Items.
The entire project shall be completed on or before **May 1, 2023**.

c. Call back Striping
Shall be completed within 10 days of notification.

d. Liquidated damages for failure to meet Milestones
Failure on the part of the Contractor to meet each of the above Milestones by the date specified shall result in the assessment of Liquidated Damages against the Contractor as provided in Section 108.10, Liquidated Damages, of the MDOT 2020 Standard Specifications for Construction.

Liquidated damages will be assessed separately, simultaneously and concurrently for failure to meet Milestone dates as specified above. Liquidated Damages will continue to be assessed for each calendar day or portion of a day that this work remains incomplete even if these days extend beyond the normal Seasonal Suspension period of **November 15, 2022 to April 15, 2023**.
Assessment of Liquidated Damages and/or contract adjustments applies to hourly/daily restrictions included in the Maintaining Traffic Special Provision.

e. Work Day, Hour, And Other Work Restrictions Imposed By Local Communities
The work hours described may be modified or changed by the Engineer due to Holidays, Special Events, or Traffic Volumes.

a. Contractors operations shall be limited by local municipality work time, noise, and dust ordinance unless approved by the local municipality and the Engineer in writing.

b. No work or lane closures, unless approved by the Engineer, shall be performed during:

2022: Memorial Day (from 3:00 pm Friday, May 27th – 6:00 am Tuesday, May 31st), 4th of July (from 3:00 pm Friday, July 1st – 6:00 am Tuesday, July 5th) or Labor Day (from 3:00 pm Friday, September 2nd – 6:00 am Tuesday, September 6th).

Additional lane or ramp closures other than those already in place will not be allowed during the following events unless otherwise approved by the Engineer:

1) Woodward Dream Cruise (http://www.woodwarddreamcruise.com/), August 20, 2022, on Woodward Ave throughout Oakland County.

(2) Arts Beats and Eats (http://artsbeatseats.com/) August 31 through September 2 - 5, 2022, City of Royal Oak.

(3) Arts and Apples Festival (https://www.pccart.org/festival/), First week of September 2022, City of Rochester.

(4) Oakland County Fair, (https://www.oakfair.org/), Week after July 4th of every year. July 8 through 17, 2022, Springfield Oaks Park, Springfield Twp.

(5) Brooksie Way, (https://www.thebrooksieway.com/), September 2022, City of Rochester Hills.

(6) Founders Festival, (http://foundersfestival.com/), Third week of July 2022, City of Farmington.

(7) Milford Memories, (https://www.milfordmemories.com/), August 2022, City of Milford.

(8) Berkley Days, (http://www.berkleydays.com), May 12-15, 2022 City of Berkley.

(9) Holly Dickens Festival 2022 (https://hollydickensfestival.org/index.html), Spans three weekends between Thanksgiving and Christmas.

(10) Michigan Renaissance Festival
Holly Township/Groveland Township
Weekends and Labor Day – August 27-28, 2022

(11) For other events, go to https://oaklandcountyblog.com/things-to-do/outdoor-art-fairs-in-oakland-county/

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
OAKLAND, MICHIGAN

Witness: _____ _____
Dennis G. Kolar, P.E., Managing Director

P.K. CONTRACTING, LLC

Karen Bissonette _____ By: _____ L.S.

Nicholas C. Shea, Vice President
(Print or Type Name and Title)

Nicholas C. Shea, Vice President

BOARD OF COUNTY ROAD COMMISSIONERS
of the
COUNTY OF OAKLAND
MICHIGAN

BOND

FOR

County-Wide Striping Program

Road Commission for Oakland County Project:

Project 94122, County-Wide Striping Program

P.K. Contracting, LLC
1965 Barrett
Troy, MI 48084

RCOC PROJECT 94122
County-Wide Striping Program

Bond No.CMS0347664

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, LLC, 1965 Barrett, Troy, MI 48084**, as principal, and RLI Insurance Company, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the sum of **two million one hundred eighty-nine thousand seven hundred twenty-five dollars and 00/100 ($2,189,725.00)**, lawful money of the United States to be paid to the said Board of County Road Commissioners, or to its assigns, or to any person, firm or corporation who may furnish labor, material, supplies for equipment, for construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment will and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns and each and every one of them firmly by these presents.

Sealed with our seals and dated this 12th day of April, A.D. 20 22

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Name, Address & Telephone Number of Local Agent

Lockton Companies
3657 Briarpark Dr., Ste. 700
Houston, TX 77042
713-468-5200

P.K. CONTRACTING, LLC

By [signature]
Its Nicholas C. Shea, Vice President

RLI Insurance Company Surety

By [signature]
Its Laura Kneitz, Attorney-In-Fact

Nicholas C. Shady, Vice President

RCOC PROJECT 94122
County-Wide Striping Program

Bond No. CMS0347664

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **P.K. Contracting, LLC, 1965 Barrett, Troy, MI 48084**, as principal, and RLI Insurance Company, duly authorized to transact business in the State of Michigan, as surety, are held and firmly bound unto the Board of County Road Commissioners of the County of Oakland, State of Michigan, in the penal sum of **two million one hundred eighty-nine thousand seven hundred twenty-five dollars and 00/100 ($2,189,725.00)**, lawful money of the United States, to be paid to the said Board of County Road Commissioners or to its certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of April, A.D. 20 22.

The condition of this obligation is such that if the above-named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

P.K. CONTRACTING, LLC., Principal

By _____

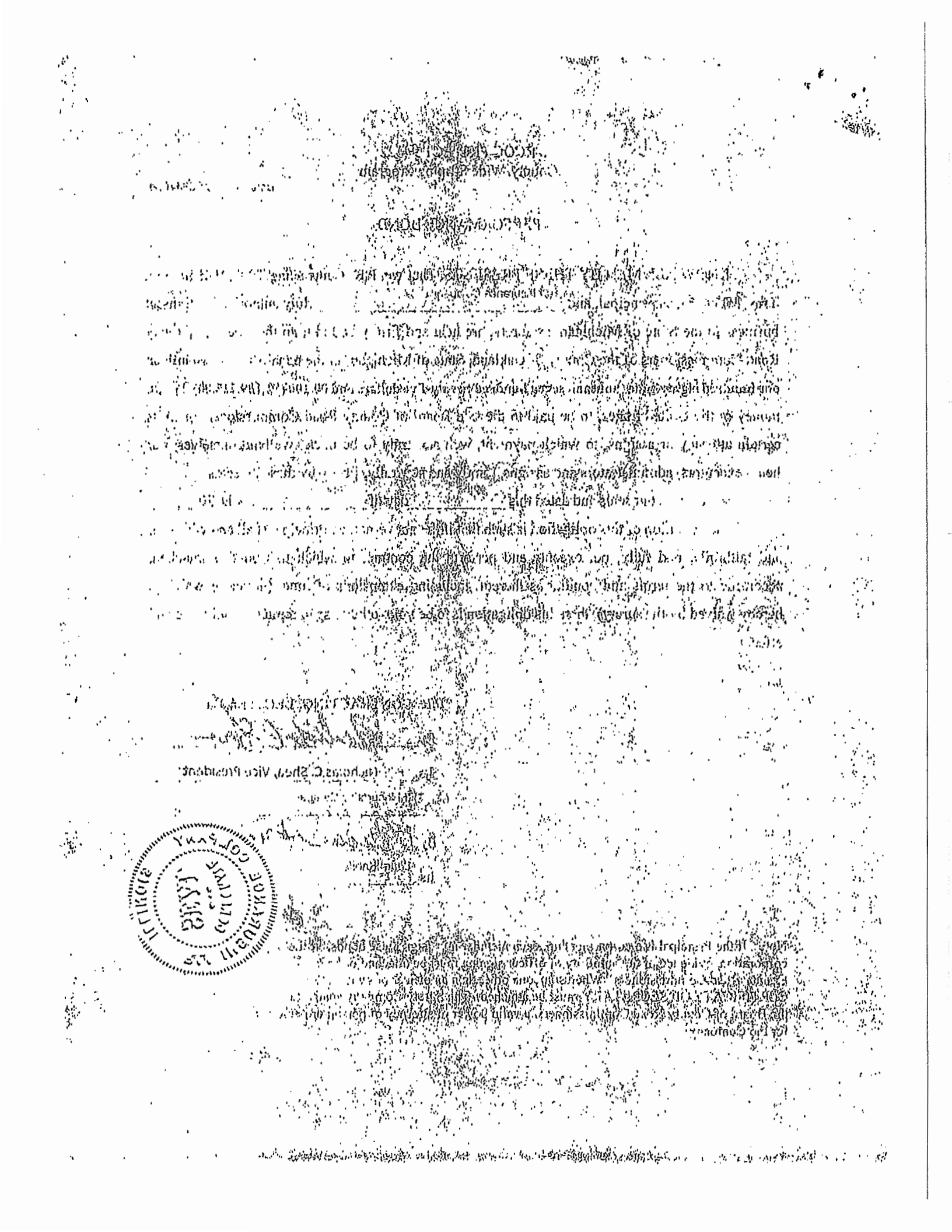
Its Nicholas C. Shea, Vice President

RLI Insurance Company, Surety

By _____

Its Laura Kneitz, Attorney-In-Fact

Note: If the Principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Board of County Road Commissioners. When someone other than an officer or owner is signing, a notarized CERTIFICATE OF SECRETARY must be attached. The Surety Company shall attach or have on file with the Board of County Road Commissioners, a valid power of attorney of person or persons executing bond for the Company.



POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Timothy F. Kelly, Robert F. Bobo, Florence McClellan, Kristin Darline, Autumn Stockton, Aaron P. Clark, Nicholas Paletta, Laura Kneitz, Dan W. Burton, Teresa D. Kelly, Craig C. Payne, Rachel Richardson, Averi Stockton, jointly or severally

in the City of Houston, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of April, 2022.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 6th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover — Notary Public

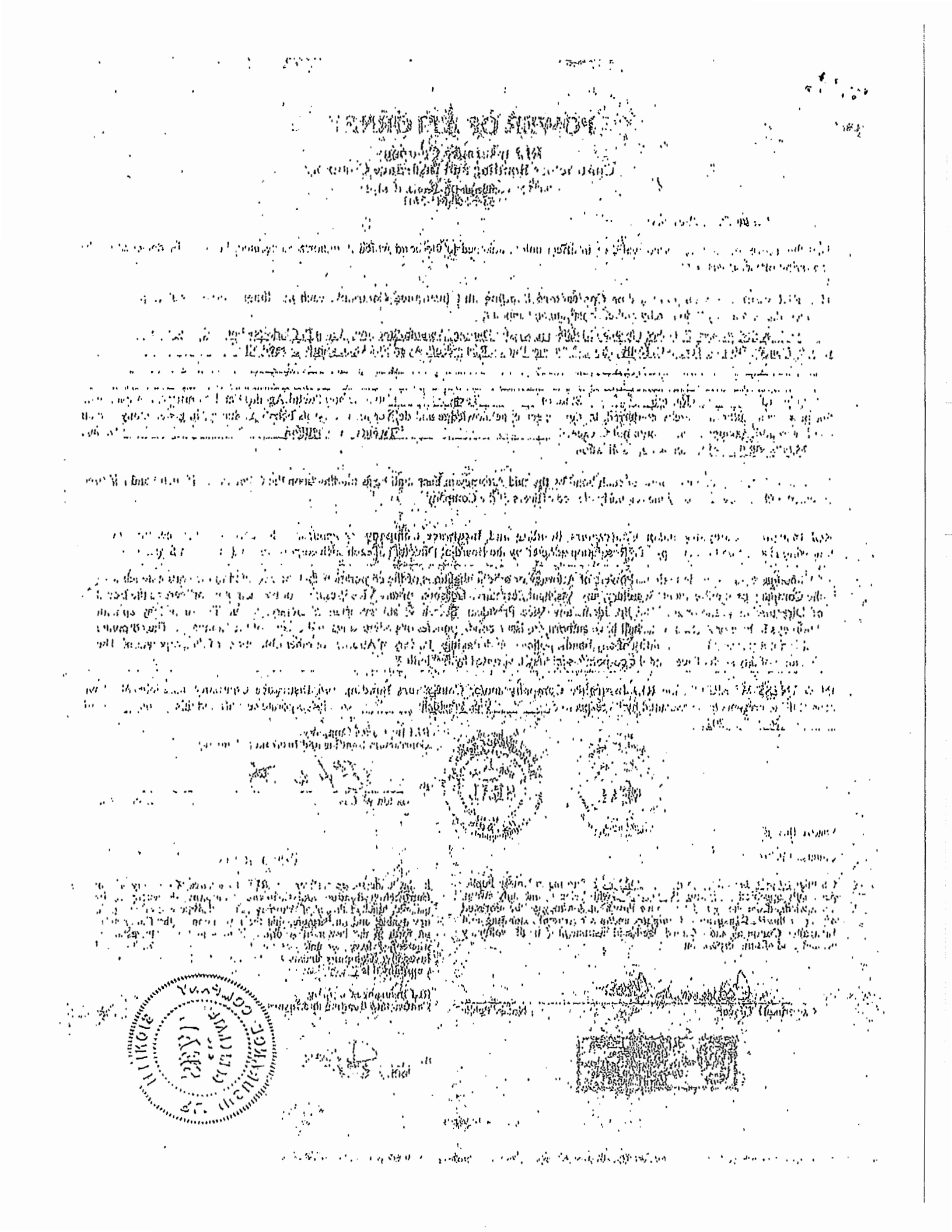
CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 12th day of April, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick — Corporate Secretary



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY) 4/12/2022

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

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

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Travelers Indemnity Company	25658
INSURER B: The Travelers Indemnity Company of Connecticut	25682
INSURER C: The Charter Oak Fire Insurance Company	25615
INSURER D: Travelers Property Casualty Co of America	25674
INSURER E:	
INSURER F:	

INSURED
1492493 P.K. Contracting, Inc.
1965 Barrett
Troy MI 48084-5372

COVERAGES CERTIFICATE NUMBER: 18415447 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y	Y	VTC2K-CO-8S997586-IND-22	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	VTC2E-CAP-8S997605-TCT-22	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CUP-8S997630-22-25	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-8S548375-22-25-K	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Deductible for General Liability, Auto Liability and Workers Compensation: $150,000. RE: Project: 94122, County - Wide Striping Program. Additional Insured in favor of Road Commission for Oakland County on all policies (except Workers' Compensation/EL) where and to the extent required by written contract. All policies include a blanket automatic waiver of subrogation endorsement (provision) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

CERTIFICATE HOLDER

18415447
Road Commission for Oakland County
31001 Lahser Road
Beverly Hills MI 48025

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TRAVELERS

eQuote Bind Confirmation

Account Name: FRONTLINE ROAD SAFETY

Submission No.: 169124
GL Policy No.: 8S997586
GL Limit: $1,000,000

Submission Status: Bound
Date of Activity: 4/27/2022
Umb Limit: $1,000,000

Contractor Name: P.K. CONTRACTING, LLC

Policy Effective Date: 04/27/2022

Policy Expiration Date: 04/27/2023

Contract / Project No.: 94122 - Countywide Striping

Agent Name: Matthew Senchuk

Commission: 10%

Billing Type: Agency Bill - Full Payment

Issuing Company: The Travelers Indemnity Company

Name Insured	ROAD COMMISSION FOR
Total Cost of Construction	$1,000,000
Policy No.	PRS-5R648382-IND
Limits (000s)	1000/2000
Premium	$750

Note: A change in total cost of construction may result in a change in the rate used in our calculations, and result in a change in the premium(s) shown on the proposal.

Thanks for your business.

QUALITY LIFE THROUGH GOOD ROADS "WE CARE"

ROAD COMMISSION for OAKLAND COUNTY

INTER–DEPARTMENTAL MEMORANDUM
Engineering Department
Right of Way Division

DATE: April 28, 2022

TO: Shannon Miller
Clerks Office

FROM: Nena Cannon
Engineering Aide, Right of Way Division

SUBJECT: RELEASE OF BID CHECK

Project Number:	95122
Project Name:	County Wide Legend Program
Return bid check to:	PK Contracting, LLC
Amount of Bid Check:	$25,000

The signed contract and bonds for the project listed above have been submitted.

#14

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: November 4, 2022

RE: **Resolution ratifying all non-major contracts entered into by the City since January 4, 2022**

It has long been the practice in Pontiac city government that contracts and purchases of $10,000 or less have been entered into and made by the executive branch without city council approval. That has been done pursuant to past advice by the city's attorneys, both from Giarmarco, Mullins & Horton, P.C. and Clark Hill PLC.

Having reviewed the city's existing ordinances and discussed the matter with Clark Hill PLC, we now believe that the existing ordinances are somewhat ambiguous. Another agenda item is designed to clarify the ordinance, but, out of an abundance of caution, we believe it is appropriate for city council to ratify the practice as it has occurred from January 4, 2022 through the present.

CITY OF PONTIAC
Oakland County, Michigan

RESOLUTION

Resolution for ratifying all non-major contracts entered into by the City since January 4, 2022.

WHEREAS, the Finance Director has direct supervision over the Finance Department and administration of the financial affairs of the City; and

WHEREAS, the division of Purchasing is within the Finance Department, and all purchases and contracts of departments and agencies of the City are required to be made through the Purchasing Division, except as otherwise may be provided by ordinance of the City Council; and

WHEREAS, all purchases and contracts, not in excess of appropriations, are made upon requisition of City department heads to and approved by the Finance Director and City's Purchasing agent; and

WHEREAS, all "major" purchases and contracts for procurement, "shall be made only pursuant to competitive bidding" as prescribed by City ordinance (Pontiac City Charter, §4.304); and

WHEREAS, the term "major" purchases and contracts is defined by Section 2-517 of the Pontiac City Code, generally as contracts exceeding $10,000 which requires competitive bidding requirements set for the in Section 4.304 of the City Charter; and

WHEREAS, City administration has made non-major purchases and entered into contracts in connection with City's operations and in accordance with the appropriations approved by City Council; and

WHEREAS, the City ordinance is ambiguous as to the practices and procedures utilized by administration in connection with non-major purchases and contracts, and out of an abundance of caution, the Mayor has requested that City Council ratify and affirm all such purchases or contracts not exceeding $10,000 and within appropriations previously approved by the City Council since January 4, 2022.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council hereby ratifies and affirms all non-major City purchases or contracts not exceeding $10,000 and within appropriations from January 4, 2022.

BE IT FURTHER RESOLVED, that City administration shall undertake a review of the City's purchasing regulations and policies to address any ambiguities in the City's purchasing practices and procedures, and submit such recommendations for consideration and approval by the City Council.

#15
RESOLUTION

Council Resolution to approve budget amendments for Budget Year 2022-2023,

Increase the budget appropriation in the Insurance Fund GL account 659-861-716.001 – Medical Insurance - Retiree account in the amount of $3,050,000
Increase the Revenue Estimate in the Insurance Fund GL account 659-000-680.100 – Medical GERS account in the amount of $250,000
Increase the Revenue Estimate in the Insurance Fund GL account 659-000-680.200 – Medical PFRS account in the amount of $2,800,000

WHEREAS City council appropriated $1,750,000 to pay for the retiree's Medical Insurance in the Budget Year 2022-23. Since, this payment is fully reimbursable from the Police and Fire Benefit System and the General Retirees Retirement System, the City Council also approved the Estimated Revenue for the same amount; and,

WHEREAS, the current appropriation in the amount of $1,750,0000 in the 659 –Insurance Fund GL account 659-861-716.001 is not sufficient to cover the expenditure for the entire Budget Year; and,

WHEREAS, this requested increase in appropriation does not affect the fund balance as it is fully reimbursable from Police and Fire Benefit System and the General Retirees Retirement System; and,

WHEREAS, in order to ensure that the budgeted appropriations in compliance with the City's Charter, the Budget Ordinance and the State Law, the Administration is proposing a budget amendment for the 659-Insurance Fund; and,

WHEREAS, the administration is increasing Estimated Revenue in the amount of $3,050,000 in the 659-Insurance Fund in the following Revenue accounts:
659-000-680.100 – Medical GERS - $250,000 and,
659-000-680.200 – Medical PFRS - $2,800,000; and,

WHEREAS, the administration is increasing the appropriation in the amount of $3,050,000 in the 659-Insurance Fund GL account 659-861-716.001.

NOW THEREFORE, BE RESOLVED, that the City Council hereby approves the budget amendments for Fiscal Year 2022-23 Increase the budget appropriation in the Insurance Fund GL account 659-861-716.001 – Medical Insurance - Retiree account in the amount of $3,050,000; Increase the Revenue Estimate in the Insurance Fund GL account 659-000-680.100 – Medical GERS account in the amount of $250,000; Increase the Revenue Estimate in the Insurance Fund GL account 659-000-680.200 – Medical PFRS account in the amount of $2,800,000

BudgeYear 2022-23			
Estimated Revenue:			
GL Account	**Original Budget**	**Requested Increase**	**Amended Budget**
659-000-680.100 - Medical GERS	$ 500,000	$ 250,000	$ 750,000
659-000-680.200-Medical PFRS	$ 1,250,000	$ 2,800,000	$ 4,050,000
Total	**$ 1,750,000**	**$ 3,050,000**	**$ 4,800,000**
Appropriation			
659-861-716.001 - Medical Insurance - Reitiree	**$ 1,750,000**	**$ 3,050,000**	**$ 4,800,000**

#16

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

THROUGH: Executive Office of Mayor Tim Greimel

DATE: November 10th, 2022

RE: **The City of Pontiac SLFRF – American Rescue Plan Act Project and Program Report**

EXECUTIVE SUMMARY

In March, President Biden signed the American Rescue Plan Act into law. This act is meant to provide aid to both state and local governments and to promote local communities' recovery and revitalization following the impacts of COVID-19. The City of Pontiac was allocated $37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19.

In an effort to raise public awareness about the allotment of American Rescue Plan funds awarded to the City, and to receive feedback from the public about how best to allocate the funds, the City hosted a series of town halls. Through these interactive meetings, the City worked towards establishing a shared vision for how best to program these resources. The content from expert presenters, dialogue with residents, and interactive breakout activities provided the City with feedback to build a strategic plan for the investment of these funds. The draft programming outline for the use of ARPA funding was presented to the Pontiac City Council on August 20th during the 46th Session of the 11th Council. The City also met with key community stakeholders, non-profit leaders, business owners, and other branches of government. These important discussions helped the City to understand current programming needs, funding gaps in other issue spaces, and how best to coordinate spending.

Over the last ten months, the City's Executive Administration worked to build a programming budget for the use of its $37,700,000 American Rescue Plan Act funding that reflects the needs of the community. This memorandum is meant to provide a summarized synopsis of the information gathered from community engagement and a roadmap for programming these funds.

PUBLIC ENGAGEMENT

The meetings were held at various locations throughout the city for each of the seven districts. The format of the meeting included presentations from experts, question and answer sessions with residents, a breakout activity for feedback and collaborative ideation, and clear next steps.

For district 1 & district 2, the meeting was held on October 18th at 6:00 PM at the Robert Bowens Senior Center. The meeting had 64 in-person attendees and 78 virtual attendees. The October 18th presentation topics included: Strategic Planning and Leadership, ARP Funding Parameters & Permissible Uses, Proposed ARP Funded City Projects, ARP Related Business Development, Job Creation, & Leveraging Funds, and Previous Projects & Demolition Maps.

The district 3, district 4, and district 6 meeting was held on October 21st at 6:00 PM at the Ruth Peterson Senior Center. The meeting had 36 in-person attendees and 204 virtual attendees. The October 21st presentation topics included: Strategic Planning and Leadership, Darin Carrington, ARP Funding Parameters & Permissible Uses, Proposed ARP Funded City Projects & Previous Projects, Related Business Development, Job Creation, & Leveraging Funds, and Smart City & Broadband.

The district 5 & district 7 meeting was held on November 15th at 6:00 PM at the Salvation Army Holland Community Center. The meeting had 13 in-person attendees and 260 virtual attendees. The November presentation topics included: Proposed ARP Funded City Projects, Business Development Funding Opportunities, Leveraging Funds & Pontiac Smart City, Storm Sewer Infrastructure, and ARP Introduction and Eligibility Requirements.

The meeting for Pontiac non-profits was held on November 6th, 2021 at Oakland University. The Meeting had 19 in-person attendees. The November 6th presentation topics included: Strategic Planning and Leadership, Business Development & Citizen Relief, and Permissible Uses. The attendees also reviewed presentations from Lighthouse, Habitat for Humanity, Oakland-Pontiac Initiative, The Pontiac Skate Park Project, and Centro Multicultural La Familia.

From the feedback collected during the breakout sessions at each town hall, it can be concluded that the following issue areas were most frequently noted: Neighborhood Revitalization, Infrastructure & Capital Improvements, Business Development & Job Creation, Smart City Initiatives, Public Safety, Youth, and Arts & Culture. The following items were recurring themes from each of the town hall discussions and feedback breakout sessions: Owner Occupied Home Repair Programs, Broadband Access, Police, Park Improvements, Youth Recreation, Sidewalk Repairs (non-eligible expense), and Small Business Support.

RESOURCES

Coronavirus State and Local Fiscal Recovery Funds – Final Rule
Coronavirus State and Local Fiscal Recovery Funds – Final Review Overview

EXECUTIVE ADMINISTRATION ARPA BUDGET

		ARPA FUNDING	INDIRECT COSTS	TOTAL
PARKS	PARK IMPROVEMENTS - NEIGHBORHOOD & MINI PARKS	$ 4,000,000.00	$0.00	$4,000,000.00
	PARK IMPROVEMENTS - COMMUNITY PARKS	$ 2,000,000.00	$0.00	$2,000,000.00
	ADMINISTRATION OF FUNDS	$0.00	$239,000.00	$239,000.00
	Subtotal	**$ 6,000,000.00**	**$ 239,000.00**	**$6,239,000.00**
COMMUNITY CENTER	PONTIAC COMMUNITY CENTER	$ 3,000,000.00	$0.00	$3,000,000.00
	ADMINISTRATION OF FUNDS	$0.00	$122,000.00	$122,000.00
	Subtotal	**$ 3,000,000.00**	**$ 122,000.00**	**$3,122,000.00**
HOME REPAIR PROGRAM	OWNER OCCUPIED HOME REPAIR PROGRAM	$ 3,500,000.00	$0.00	$3,500,000.00
	ADMINISTRATION OF FUNDS	$0.00	$122,000.00	$122,000.00
	Subtotal	**$ 3,500,000.00**	**$122,000.00**	**$3,622,000.00**
MISC	CITY OF PONTIAC - CRIME AND SAFETY	$ 500,000.00	$0.00	$500,000.00
	CITY OF PONTIAC - ARTS & CULTURE	$ 500,000.00	$0.00	$500,000.00
	ADMINISTRATION OF FUNDS	$0.00	$105,000.00	$105,000.00
	Subtotal	**$ 1,000,000.00**	**$ 105,000.00**	**$1,105,000.00**
INFRASTRUCTURE	CITY OF PONITAC - LAKE WATER QUALITY REMEDIATION	$ 1,000,000.00	$0.00	$1,000,000.00
	CITY OF PONTIAC - STORM SEWER REPAIR & REPLACEMENT	$ 2,000,000.00	$0.00	$2,000,000.00
	CITY OF PONTIAC - PEDESTRIAN ENHANCEMENTS & DPW SUPPORT INFRASTRUCTURE	$ 1,000,000.00	$0.00	$1,000,000.00
	CITY OF PONTIAC - BLIGHT REMOVAL	$ 1,000,000.00	$0.00	$1,000,000.00
	ADMINISTRATION OF FUNDS	$0.00	$221,320.00	$221,320.00
	Subtotal	**$ 5,000,000.00**	**$221,320.00**	**$5,221,320.00**
ECONOMIC DEVELOPMENT	CITY OF PONTIAC - SMALL BUSINESS SUPPORT	$ 2,500,000.00	$0.00	$2,500,000.00
	CITY OF PONTIAC - PLACEMAKING & DEVELOPMENT	$ 3,000,000.00	$0.00	$3,000,000.00
	CITY OF PONTIAC - CAREER PREP & CHILDCARE	$ 1,500,000.00	$0.00	$1,500,000.00
	ADMINISTRATION OF FUNDS	$0.00	$174,800.00	$174,800.00
	Subtotal	**$ 7,000,000.00**	**$ 174,800.00**	**$7,174,800.00**

Communications & Distribution of Information	**$ 100,000.00**		**$100,000.00**
Lost Revenue Replacement	**$ 10,000,000.00**		**$10,000,000.00**
Contingency	**$ 1,115,880.00**		**$1,115,880.00**
Subtotals	**$ 25,500,000.00**	**$ 984,120.00**	**$37,700,000.00**

EXECUTIVE ADMINISTRATION ARPA PROGRAM AREAS

PARK IMPROVEMENTS & REDEVELOPMENT

Permissible Use: U.S. Department of Treasury Expenditure Category 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

"To improve spaces in areas that have been disproportionately impacted by the pandemic. This provision refers to projects in a "Qualified Census Tract" and can include improving park space that will benefit the health and wellness of these communities."

Programming Overview:

Cities with robust park systems experience stronger economies, a decrease in crime, increased property value, and protection from environmental impacts of urban landscapes. The benefit of investing in Pontiac's parks is invaluable and the public will reap those benefits by way of a stronger economy, safer neighborhoods, and a more resilient environment. The City of Pontiac American Rescue Plan program budget assigns $2,000,000 for investments and/or redevelopment in Community Parks and $4,000,000 for Neighborhood Parks and Mini Parks. Park designations can be reviewed in the City of Pontiac Parks and Recreation Master Plan.

The $4,000,000 assigned to Neighborhood and Mini Parks will be distributed evenly across the seven City Council districts. The $2,000,000 for Community Parks will be utilized to further park redevelopment bundled with additional grant resources.

COMMUNITY & RECREATION CENTER

Permissible Use: U.S. Department of Treasury Expenditure Category 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

"Capital expenditures, in certain cases, can be appropriate responses to the public health and economic impacts of the pandemic, in addition to programs and services. Like other eligible uses of SLFRF funds in this category, capital expenditures should be a related and reasonably proportional response to a public health or negative economic impact of the pandemic. The final rule clarifies and expands how SLFRF funds may be used for certain capital expenditures, including criteria and documentation requirements specified in this section, as applicable."

Programming:

The City of Pontiac plans to open/reopen a Community Center. Community centers enhance the quality of life for people of all ages, backgrounds, and abilities by giving them access to affordable facilities and programs that bring families and neighbors together. By utilizing $3,000,000 the City of Pontiac will be able to fund design and engineering of a Community Center, and build/construction utilizing a matching grant and other funding avenues.

HOME REPAIR PROGRAM

Permissible Use: U.S. Department of Treasury Expenditure Category 2-Negative Economic Impacts Category, 2.37-Economic Impact Assistance: Other Subcategory

"The interim final rule included an enumerated eligible use for emergency assistance for burials, home repairs, weatherization, and other needs; these types of programs may provide emergency assistance for pressing and unavoidable household needs."

Programming:

The objective of this program is to help homeowners with low incomes complete major home repair projects that improve the quality and safety of their housing and increase their chances of remaining in their homes long term. To qualify, an individual must be the homeowner and occupy the house, have a household income that does not exceed X (to be determined), or be age 62 or older. Repairs must result in the home being "decent, safe and sanitary." Based on home improvement needs, financial situation and availability of funds at the time of application, eligible improvements may include: Barrier-free Access, Basement Waterproofing, Bathroom, Chimney, Door, Electrical System, Heating System, Insulation, Kitchen, Plumbing, Porch, Roof, Septic System, Siding, Structural Defect, Water and Sewer Line, and Windows. In addition to the short term benefit and impact on the household itself, the City sees this program having a long term community impact that improves existing housing stock and increases area home values.

CRIME AND SAFETY

Permissible Use: U.S. Department of Treasury Expenditure Category 2-Negative Economic Impacts Category, 2.37-Economic Impact Assistance: Other Subcategory

"Treasury recognizes the importance of comprehensive approaches to challenges like violence. The final rule includes an enumerated eligible use for community violence intervention programs in all communities, not just the disproportionately impacted communities eligible under the interim final rule. Given the increased rate of violence during the pandemic, Treasury has determined that this enumerated eligible use is responsive to the impacts of the pandemic in all communities. The final rule incorporates guidance issued after the interim final rule on specifically types of services eligible, including: Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and Capacity-building efforts at community violence intervention programs like funding more intervention workers, increasing their pay, providing training and professional development for intervention workers, and hiring and training workers to administer the programs."

Programming:

Ceasefire Violence Reduction Program - Ceasefire uses prevention, intervention and community-mobilization strategies to reduce shootings and killings. CeaseFire uses various tools to target violence such as: community mobilization, a major public education campaign, and services, such as GED

programs, anger-management counseling, drug or alcohol treatment, and help finding child care or looking for a job, that can improve the lives of at-risk youth, including gang members. The City's Executive Administration plans to partner with the Oakland County Sheriff's office and other community service organizations to build the program and employ violence interrupters.

STORM SEWER REPAIRS & REPLACEMENT

Permissible Use: U.S. Department of Treasury Expenditure Category 5 –Infrastructure, 5.6 Clean Water: Storm Water Subcategory

"In addition to the eligible uses under the CWSRF, Treasury is expanding the eligible uses under the final rule to include stormwater system infrastructure projects regardless of whether there is an expected water quality benefit from the project. Treasury anticipates that this eligible use will allow recipients to manage increased volumes of stormwater as a result of changes to the climate. For example, the final rule now permits the use of SLFRF funds for the repair, replacement, or removal of culverts or other road-stream crossing infrastructure to the extent the purpose of the project is to manage stormwater. In addition, Treasury understands that the repair, replacement, or removal of culverts may necessitate the repair or upgrade of roads."

Programming:

The City has 246 miles of storm sewers that were constructed during the World Wars and are well past their design life. These sewers have not been inspected in many years and some could be close to catastrophic failure. The ARP funds can be used to clean and inspect the City's sewers and associated catch basins (drains) and manholes. This will ensure that portions of the sewer system that are in poor condition are identified and repaired before they fail and cause damage to life and property through sinkholes or flooding.

LAKE WATER QUALITY REMEDIATION

Permissible Use: U.S. Department of Treasury Expenditure Category 5 –Infrastructure, 5.6 Clean Water: Storm Water Subcategory

"Stormwater projects under the CWSRF also encompass a number of eligible green infrastructure categories, such as green roofs, green streets, and green walls, rainwater harvesting collection, storage, management, and distribution systems, real-time control systems for harvested rainwater, infiltration basins, constructed wetlands, including surface flow and subsurface flow (e.g., gravel) wetlands, bioretention/bioswales (e.g., bioretention basins, tree boxes), permeable pavement, wetland, riparian, or shoreline creation, protection, and restoration, establishment or restoration of urban tree canopy, and replacement of gray infrastructure with green infrastructure including purchase and demolition costs. Dam removal projects and associated stream and habitat restoration projects are eligible uses of the CWSRF and continue to be eligible under the final rule when the removal implements either a nonpoint source management program plan or a National Estuary Program Comprehensive Conservation and Management Plan or when the removal will provide a water quality benefit. Habitat restoration projects

more generally may also be eligible under the CWSRF and the final rule if they constitute a form of stormwater infrastructure."

Programming:

The City of Pontiac's Executive Administration will utilize these resources for shoreline restoration, removal of invasive species in proximity to lake ecosystem, water quality testing, and water quality remediation in Pontiac's lakes.

WORKFORCE DEVELOPMENT & CHILDCARE

Permissible Use: U.S. Department of Treasury Expenditure Category 2-Negative Economic Impacts Category, 2.10-Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)

"Recognizing that the pandemic has generated broad workforce disruption, in the final rule, Treasury is making clear that recipients may provide job training or other enumerated types of assistance to employed or unemployed individuals."

Programming:

These resources will fund a Workforce Development program. The program will offer skills training, career coaching and job placement in high-demand careers in manufacturing, skilled trades, health care and information technology. Participants will earn an associate degree or a certificate from a state- or licensing board-approved program. The program will also provide wraparound services such as tuition and textbook assistance, and personal and academic counseling. This category is also meant to remove barriers to employment and education such as lack of access to affordable childcare. The program will prioritize applications from women who are designated as head of household, in a single income household, with one or more dependent.

PLACEMAKING & DEVELOPMENT

Permissible Use: U.S. Department of Treasury Expenditure Category 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

"The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks,201 projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces... While there may be less costly (or non-capital) alternatives to affordable housing development, a comprehensive response to the widespread housing challenges underscored by the pandemic will require the production of additional affordable homes, and targeted affordable housing development is a cost-effective and"

Programming:

The City of Pontiac's Executive Administration plans to execute placemaking activities in Pontiac's Downtown to attract patrons and increase activity for local businesses as an economic development tool to respond to the negative impacts of COVID-19. Additionally, the City recognizes the lack of available and existing housing in Pontiac's downtown and sets out to work towards increased housing in Downtown Pontiac.

SMALL BUSINESS SUPPORT

Permissible Use: U.S. Department of Treasury Expenditure Category Small Business Economic Assistance (EC 1.8, 2.29-2.33)

"Small businesses faced significant challenges in covering payroll, mortgages or rent, and other operating costs as a result of the public health emergency and measures taken to contain the spread of the virus. Under Sections 602(c)(1)(A) and 603(c)(1)(A), recipients may "respond to the public health emergency or its negative economic impacts," by, among other things, providing "assistance to . . . small businesses." Accordingly, the interim final rule allowed recipients to provide assistance to small businesses to address the negative economic impacts faced by those businesses. A "small business" is defined as a business concern or other organization that: (1) Has no more than 500 employees or, if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and 2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632). Specifically, the interim final rule provided that recipients may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID–19 public health emergency, including: Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure; Loans, grants, or in-kind assistance to implement COVID–19 prevention or mitigation tactics; and Technical assistance, counseling, or other services to assist with business planning needs."

Programming:

This program is meant to provide funding and technical assistance for small businesses who were negatively impacted by the COVID-19 pandemic. Currently, we have approximately 1,200 small businesses in Pontiac. Business owners will apply for support through an application process and applications will be reviewed based on set criteria defined by Treasury's Final Rule.

ARTS & CULTURE

Permissible Use: U.S. Department of Treasury Expenditure Category Small Business Economic Assistance (EC 2.11)

"The interim final rule allowed for "aid to tourism, travel, and hospitality, and other impacted industries" that responds to the negative economic impacts of the COVID-19 public health emergency."

Programming:

ARP Funds will provide support to local arts and culture non-profits and projects, with focus on those providing opportunities to Pontiac-based artists who have been historically underserved and/or disproportionately impacted by the pandemic and local neighborhoods. Art and culture programming and projects can provide local jobs, boost tourism, stimulate the local economy, support museums, and activate neighborhoods.

PEDESTRIAN ENHANCEMENTS & DPW SUPPORT INFRASTRUCTURE

Permissible Use: U.S. Department of Treasury Expenditure Category 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

"The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks,201 projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces... While there may be less costly (or non-capital) alternatives to affordable housing development, a comprehensive response to the widespread housing challenges underscored by the pandemic will require the production of additional affordable homes, and targeted affordable housing development is a cost-effective and"

Programming:

ARPA Funds will provide resources to improve sidewalks, crosswalks, and other pedestrian activities that are the responsibility of the Department of Public Works.

BLIGHT REMOVAL

Permissible Use: U.S. Department of Treasury Expenditure Category Capital Expenditures (EC 1.1-3.5)

"Treasury agrees that high rates of vacant or abandoned properties in a neighborhood may exacerbate public health disparities, for example through environmental contaminants that contribute to poor health outcomes or by contributing to higher rates of crime. As such, certain services for vacant or abandoned properties are eligible to address the public health and negative economic impacts of the pandemic on disproportionately impacted households or communities."

Programming:

ARPA Funds will provide resources to remove blight and provide services to vacant or abandoned properties.

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: November 10th, 2022

RE: **Council resolution to approve the proposed City of Pontiac SLFRF – American Rescue Plan Project Budget**

The City of Pontiac was allocated $37.7 million from the American Rescue Plan Act. The funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19. The Executive Administration kindly requests formal approval of the proposed City of Pontiac SLFRF – American Rescue Plan Project Budget.

Approval of the City of Pontiac SLFRF – American Rescue Plan Project Budget will allow the administration to move forward with program and project planning. Formal and detailed program and project plans will accompany budget amendment requests at a future date.

RESOLUTION ON FOLLOWING PAGE

Council Resolution to Approve the City of Pontiac State and Local Fiscal Recovery Fund – American Rescue Plan Act Project Budget

WHEREAS, the City of Pontiac was awarded The City of Pontiac was allocated $37.7 million from the State and Local Fiscal Recovery Fund(SLFRF) under the American Rescue Plan Act (ARPA), and;

WHEREAS, the funding provided under ARPA provides a unique opportunity for state and local governments to make strategic investments in long-lived assets, rebuild reserves to enhance financial stability, and cover temporary operating shortfalls until economic conditions and operations normalize in the wake of COVID-19, and;

WHEREAS, over the last ten months, the City's Executive Administration worked to build a programming budget for the use of its $37,700,000 in SLFRF funding that reflects the needs of the community, and;

WHEREAS, the administration has provided substantial evidence, supporting documentation, context, reference, and evaluation of proposed use of the City of Pontiac's American Rescue Plan Act SLFRF award, and;

WHEREAS, the City Council and administration recognize that formal and detailed program and project plans will accompany budget amendment requests at a future date.

WHEREAS, the City Council and administration further recognize that no funds can be expended until they are formally appropriated via budget amendment which must be approved by the City Council.

NOW THEREFORE, be resolved that the City Council hereby approves the City of Pontiac State and Local Fiscal Recovery Fund – American Rescue Plan Act Project Budget

#17

RESOLUTION

CITY OF PONTIAC
OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager

DATE: November 2, 2022

RE: **City Building Scanning Documents Contract Award**

City Hall is in dire need of document management and retention to organize documents more efficiently and to help create much needed office space. The scanning and removal of the City's Buildings & Safety documents will help with accomplishing this task. The document scanning process will entail scanning 110,000 blueprints, scanning of 2,000,000 addresses, preparing documents to scan, indexing scanned items, and transporting them. The competitive bid process for the scanning of the City's building documents was posted on BidNet and the City's Purchasing web page on 9/2/2022. The deadline for sealed bids 10/3/2022, and as a result eight firms submitted a bid by the deadline. It is recommended that the bid award goes to the lowest bidder, Ameriscan. Ameriscan confirmed its document destruction cost of $6,300 on 11/2/2022.

WHEREAS, The Purchasing Division has conducted the competitive bid process for City Building Scanning Documents in accordance with the City's municipal code, Division II. Purchasing, Section 2-516;

WHEREAS, the purchasing manager recommends the lowest bidder as well to complete the scope of services;

WHEREAS, the Buildings & Safety Department may commence the process of having documents scanned to organize documents and to create needed office space within City Hall.

NOW, THEREFORE,
BE IT RESOLVED The Pontiac City Council authorizes the approval of the bid award to Ameriscan and an executed agreement, signed by the Mayor, for the completion of the City Building Scanning Documents project.

AM

Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

City Building Documents Scanning Project

If your firm plans to bid on this project, please send an e-mail response to purchasing@pontiac.mi.us with the following information:

Firm Name:_____
Project Name:_____
Firm's Contact Person:_____
Telephone Number:_____
Fax Number:_____
E-Mail Address:_____
Postal Address:_____

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

Financial Services – Purchasing Division

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 3, 2022 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

City Building Documents Scanning Project

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK. The address is 47450 Woodward Avenue, Pontiac, MI 48342. All sealed bids must be received in the City Clerk's office by 2:00 p.m., Monday, October 3, 2022. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

City Building Documents Scanning Project

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:
Purchasing: http://www.pontiac.mi.us/departments/finance/purchasing.php

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the PurchasingAgent at (248) 758-3120.

1. INSTRUCTIONS TO BIDDERS

1.1 Bids to be Received

Sealed bids for the **City Building Documents Scanning Project** will be received at the Office of the City Clerk of theCity of Pontiac, Michigan **until 2:00 p.m. Monday, October 3, 2022**, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "**City Building Documents Scanning Project**", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded bymail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

1.4 Bid Form

Each bid shall be made on the form provided, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Alternate written proposals will not be accepted.

1.5 Basis of Award

The intention of the City is to award the contract for this job to a bidder whose skill and financial resources are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful bidder will show proof of at least two (2) years' experience.

Award will be made to a responsive and responsible bidder whose bid is the lowest qualified bid and determined to be in the best interest of the City and in conformance with the conditions of this invitation to bid and the Purchasing Ordinance of the City.

A maximum of one award of contract will be made on a lowest qualified bid. Bidders shall quote on all requirements of the bid document, leave no blanks, and state "No Charge" where applicable. Any Blank spaces are considered to be no offer. The City of Pontiac reserves the right to delete any item(s) from the award and reject any and all bids.

1.6 Bid Bond

No bid bond required.

1.7 Pre-Bid Meeting

A Pre-Bid meeting will be held in the City Hall Lion's Den conference room, 47450 Woodward Ave., Pontiac MI, 48342, on Monday, September 12, 2022, at 10:00 a.m. The pre-bid meeting will include a site visit of the storage area where the documents are stored on the ground floor. Consideration will be given to those vendors who attend the pre-bid meeting.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The Bidder 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 Bidder 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.

Non-Discrimination

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.2 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any

additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

2.3 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.4 Severability

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.5 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

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

a. Pontiac resident employees regardless of where they work for the employer; and
b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

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

2.6 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
b. Contractor must submit price lists in accordance with bid requirements.
c. All invoices will be original.
d. Invoices will prominently display the requisition or purchase order number, if applicable.
e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice **must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.7 General Conditions

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

2.8 Quotations/Proposals

Bidders **MUST** submit **an original and one copy,** of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

2.9 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.10 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator Does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

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

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions:

a. Contractual Liability;
b. Products and Completed Operations;
c. Independent Contractors Coverage;
d. Broad Form General Liability Extensions or equivalent, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

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

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

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

2.11 Performance Bond

A twenty-five hundred dollar ($2,500.00) performance bond will be required upon execution of an agreement.

2.12 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.13 Maintenance and Guarantee Bond

No maintenance and guarantee bond shall be required.

2.14 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

The City of Pontiac is seeking a qualified bidder who will scan all historic Building and Safety documents and convert them to digital format so they can be indexed and stored on a document server for easy retrieval. Documents scanned offsite will need to be accessible for easy on-demand retrieval.

The City of Pontiac currently stores physical blueprints and other historic building and safety documents in rooms in the ground floor in city hall. Blueprints are stored in tubes or rolled up and stored on indexed shelves. Street Address documents are stored in folders in shelving units.

When completed, this project will reduce the burden of staff trying to retrieve documents and eliminate the risk of permanent loss of historic documents due to fire or water damage. This project will also free up areas for office space.

Contractor shall comply with all applicable O.S.H.A and M.I.O.S.H.A laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor without prior written consent of the City.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

6. TERM OF CONTRACT

The term of the Contract is vendor/contractor to deliver all items and invoice for items by May **30, 2023**. At the end of the term of the agreement, the City shall not extend the Contract. City has right to break agreement with 30 days' notice.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2022

To All Here Present:

Having carefully examined the specifications of the proposed project, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

NOTE: This proposal is solicited on a unit price and lump sum basis for equipment.

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM: (if issued)

Addendum # _____ **Dated** _____

Addendum # _____ **Dated** _____

City of Pontiac – Details of Documents Needing Scanning

ITEM	MANU PART NUMBER	QTY	DESCRIPTION	Cost Each	Total Price
1	Blueprints	110,000	Large Format Scanning		
2	Street Address Scans	2,000,000	Mixed size scanning		
3	Document Preparation	Estimated Hours/Rate	Cost to remove staples, paper clips, sticky notes and repairing of damaged documents to make them scanner ready		
4	Indexing	Estimated Hours/Rate	Cost to index scanned items by address and parcel ID for use in a document management system.		
5	Transportation	Time and Materials	Cost of packaging, transporting and storage of documents in preparation of scanning		
6	Document Retrieval	Cost	Cost of on-demand retrieval of documents for each request		
7	Total Project Cost				

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office #_____ Cell #_____

FAX#_____

Federal Tax Identification Number: _____

The City of Pontiac is a tax-exempt Michigan municipal corporation and is exempt from sales tax. Exemption certificate can be provided upon request.

Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last two (2) years:

1) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

_____

2) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

_____

3) Project Title: _____

Project Location: _____

Client's name: _____

Contact name, title, and telephone number: _____

_____

If you require more room, please submit information on another sheet.

CONTRACT FOR [TYPE OF SERVICE]

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.

b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act

c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.

4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.

5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request forQuote.

6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:

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

b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products andCompleted Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.

c) Motor Vehicle Liability. The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **Additionally Insured**: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac

e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.

f) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

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

h) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury orproperty damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.

j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If theinsurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan;
(b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making

false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties ofordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified:

b) Causes stoppage or delay of, or interference with, the project;

c) Fails to promptly pay its employees for work on the project;

d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;

e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;

f) Makes unauthorized changes in supervisory personnel;

g) Fails in performance or observance of any of the provisions of the contract;

h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;

i) Obtains an order for relief under Section 301 of the Bankruptcy Code;

j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;

k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;

l) Makes an assignment for the benefit of creditors; or

m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;

    i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

    ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of theCity to enforce any provision at any time in accordance with its terms.

12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to bythe parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michiganfrom and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counselacceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor anyacts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performanceof duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actuallyreceived or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the

Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made underthis contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before theend of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.

24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after

final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of theState Auditor, its designees, or other authorized bodies.

25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.

26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

28) Termination for convenience clause.

a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.

c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.The City may direct the Contractor to assign the Contractor's right, title, and interest

under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, theCity may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics;quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out ofcauses similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably

obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.

f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

30) Termination upon bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. Inthe event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.

32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at theexpense of the Contractor.

33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall

constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

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

b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnishedunder this contract.

c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.

d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[CONTRACTOR]

_____ By: _____

DATE (Title)

City of Pontiac

_____ By: _____

DATE (Title)

Bid Tabulation Worksheet
City Building Documents Scanning Project
10/3/2022 (Revised 11/2/2022)

Cost Proposal

Category #	Category - Quantity - Description	American - 2:03 pm Unit Cost	American - 2:03 pm Total Cost	ARC Document Sol - 2 pm Unit Cost	ARC Document Sol - 2 pm Total Cost	Data Management - 2:05 pm Unit Cost	Data Management - 2:05 pm Total Cost	Devthirty3 LLC - 2:09 pm Unit Cost	Devthirty3 LLC - 2:09 pm Total Cost	Global Solutions - 2:11 pm Unit Cost	Global Solutions - 2:11 pm Total Cost	Graphic Sciences - 2:14 pm Unit Cost	Graphic Sciences - 2:14 pm Total Cost	Arch Scan - 2:19 pm Unit Cost	Arch Scan - 2:19 pm Total Cost	MDK Group Unit Cost	MDK Group Total Cost
1	Blueprints (Qty. 110,000) - Large Format Scanning	$ 0.750	$ 82,500.00	$ 0.778	$ 85,580.00	$ 1.000	$ 110,000.00	$ 1.000	$ 110,000.00	$ 0.880	$ 96,800.00	$ 0.750	$ 82,500.00	$ 1.000	$ 110,000.00	$ 0.750	$ 82,500.00
2	Street Address Scans (Qty. 2,000,000) - Mixed Dimensions (sizes) Scanning	$ 0.042	$ 84,000.00	$ 0.024	$ 48,000.00	$ 0.085	$ 170,000.00	$ 0.033	$ 66,000.00	$ 0.032	$ 64,000.00	$.75 - drawings $.45 -	$ 107,625.00	$ 0.070	$ 140,000.00	$ 0.065	$ 130,000.00
3	Documentation Preparation (Estimated Hours/Rate) - Cost to remove staples, paper clips, sticky notes, and repairing of damaged documents to make them scanner-ready	Included	Included	$ 0.030	$ 60,000.00	$12.86 per 800	$ 10,288.00	$25 per 1,667.5	$ 41,687.50	$28 per hour	$ 5,600.00	$18 per hour	$ 83,250.00	$45 per 3,000	$ 135,000.00	no charge	$ -
4	Indexing (Estimated Hours/Rate) - Cost to index scanned items by address and parcel ID for use in a document management system	Included	Included	$ 0.253	$ 10,120.00	$14.55 per 400	$ 5,820.00	$15 per box	$ 10,005.00	$32 per hour	$ 32,000.00	$0.15 per file	$ 4,350.00	no additional cost	no additional cost	no charge	$ -
5	Transportation (Time and Materials) - Cost of packaging, transporting and storing of documents in preparation of scanning	$ 7,500.0	$ 7,500.00	$18.60 per box	$ 22,320.00	$ 1,800	$ 1,800.00	$ 1,200.00	$ 1,200.00	$28 per hour	$ 7,000.00	$ -	$ -	$ 3,000.00	$ 6,000.00	$ 1,500.00	$ 1,500.00
6	Document Retrieval (Cost) - Cost of on-demand retrieval of documents for each request	Included	Included	$ 15.000	TBD	$ 10.000	$ -	$ -	$ -	$12 per request	$ 1,200.00	$9 per each 30 min. - $18 per hour	$ -	no cost	no cost	$ 15.000	unknown
7	Destruction (Cost/Per Weight) - Cost to shred or burn documents (cost may vary depending on actual weight)	$0.10 per pound	$ 6,300.00	$ 4.831	$ 5,797.20	$0.10 per pound	$ -	$0.15 per pound - $6 per Box (667)	$ 4,002.00	$0.25 per pound	$ 6,000.00	0.08 per pound	$ 3,768.00	no cost	no cost	$ -	$ -
	Total Proposed Cost		**$ 180,300.00**		**$ 231,817.20**		**$ 297,908.00**		**$ 232,894.50**		**$ 212,600.00**		**$ 281,493.00**		**$ 391,000.00**		**$ 214,000.00**
	Place		1st		4th		7th		5th		2nd		6th		8th		3rd
	% Increase from Subsequent Bid				**8%**		**6%**		**0.5%**		**15%**		**17%**		**24%**		**0.7%**

Additional Costs

Category #	Category - Quantity - Description	American - 2:03 pm Unit Cost	American - 2:03 pm Total Cost	ARC Document Sol - 2 pm Unit Cost	ARC Document Sol - 2 pm Total Cost	Data Management - 2:05 pm Unit Cost	Data Management - 2:05 pm Total Cost	Devthirty3 LLC - 2:09 pm Unit Cost	Devthirty3 LLC - 2:09 pm Total Cost	Global Solutions - 2:11 pm Unit Cost	Global Solutions - 2:11 pm Total Cost	Graphic Sciences - 2:14 pm Unit Cost	Graphic Sciences - 2:14 pm Total Cost	Arch Scan - 2:19 pm Unit Cost	Arch Scan - 2:19 pm Total Cost	MDK Group Unit Cost	MDK Group Total Cost
8	Cost of on-demand retrieval of already scanned documents but not delivered yet - Emailed free															$ -	$ -
9	Storage of Boxes for 12 months									$450 per month	$ 5,400.00						
10	Laserfiche Consultancy Service/Hour (if needed)									$190 per hour	N/A						

Prepared by: Alicia Martin, Purchasing Manager

#18

RESOLUTION

Resolution of the Pontiac City Council

RESOLUTION TO PROCEED IN CLOSED SESSION
TO CONSIDER AND DISCUSS THE CONFIDENTIAL LEGAL OPINION CONCERNING THE RECREATIONAL MARIHUANA REGULATION

WHEREAS, in November 2018, the State of Michigan approved the Michigan Regulation and Taxation of Marihuana Act (MRTMA), 2018 Initiated Law 1, MCL 333.27951 et seq. which allows the recreational possession and use of cannabis and taxation of revenue from cannabis business in the state; and

WHEREAS, the Mayor directed the City's outside legal counsel, Clark Hill PLC, to prepare and present a legal opinion outlining the legal issues and concerns in connection with the municipal licensing and regulation of recreational marihuana.

WHEREAS, the Michigan Open Meetings Act provides that a public body may meet in Closed Session to consider material exempt from discussion or disclosure by state or federal statute; and,

WHEREAS, written confidential communications that are the subject of attorney-client privilege are exempt from disclosure and may be discussed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h).

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session pursuant to Section 8(h) of the Open Meetings Act, MCL 15.268(h) to review and discuss confidential attorney-client communication and legal opinion concerning legal issues and ramifications in connection with the municipal licensing and regulation of recreational marihuana.