

PONTIAC CITY COUNCIL

President Mike McGuinness, District 7
Pro Tem William A. Carrington, District 6
Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5



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

Phone: (248) 758-3200

128th Session of the 11th Council – Tuesday, January 30, 2024, at 6:00 p.m.

Meeting Location: City Council Chambers, Pontiac City Hall, 47450 Woodward Pontiac, Michigan 48342

MEETING AGENDA

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call of Councilmembers

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. January 22, 2024, Park, Recreation & Public Works Subcommittee Meeting Minutes
- B. January 22, 2024, Law, and The Courts Subcommittee Meeting Minutes
- C. January 23, 2024, City Council Meeting Minutes

Special Presentation

1. Oakland County's Next Steps with Phoenix Center Site
Presentation Presenter: Oakland County Deputy Executive Sean Carlson
2. Pontiac Arts Commission Initiatives and Updates
Presentation Presenter: Pontiac Arts Commissioners
3. Special Presentation Regarding Visit to Pontiac Sister City of Kusatsu, Shiga, Japan
Presentation Presenter: Mayor Tim Greimel

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

4. Resolution to approve the First Reading of a Zoning Ordinance Map Amendment to Amend Appendix B of the Municipal Code of the City of Pontiac, Amending Article 2, Section 2.103 – Zoning Map, to change the Zoning Classifications for a Specific Parcel on the North Side of Featherstone Street Between Emerson Avenue and Thors Street, Subject to the agreed upon Conditions. **(First Reading)**

Resolutions

City Council

5. Resolution Recognizing February as Black History Month

Department of Public Works (DPW)

6. Resolution to Approve Contract with ESRI for GIS Services
7. Resolution to Approve Contract Between Michigan Department of Transportation and Oakland County Water Resources Commission for Coordination on Bagley and Golf Drive Road Construction Project

Grants and Philanthropy

8. Resolution to approve Budget Amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER.

Human Resources Department

9. Resolution to Approve Contract with Salary.com for Private Sector Data
10. Resolution to Approve Contract with GovHR for Staff Hiring Recruitment Services

Planning Division

11. Resolution to Approve Contract with AmeriScan for Planning, City Document Scanning

Purchasing Division

12. Resolution to approve Budget Amendment for the Fiscal Year 2023-2024 – Increase of \$89,285 in Budget Appropriations for General Ledger Account 101-233-818.000 (Professional Services) for Purchasing Division OpenGov Software and Purchasing Consultant

Public Comment (Three Minutes Time Limit)

Discussion

13. Oakland County Sheriff Abandoned Vehicles in Neighborhood Streets Targeted Action, Resulting in 303 Vehicles Tagged, 44 Vehicles Towed

Closed Session

14. Resolution to proceed in closed session to consider matters exempt from discussion or disclosure by state or federal law in accordance with MCL 15.268(h)

Public Communications

City Council

15. Crystal Growing Workshop at Goldner Walsh, Thursday, February 1, 2024 from 6:00 to 7:00 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. Visit the store or www.goldnerwalsh.com for more information.
16. Kids Bird Feeder Building Workshop at Goldner Walsh, Saturday, February 3, 2024 from 10:00 to 11:00 am, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. Visit the store or www.goldnerwalsh.com for more information.
17. Pontiac Public Library Black History Month Annual Essay Contest – “Choose Your Favorite African American Author from the Past or Present. Tell us About One or Multiple Books They Have Written and Why These Books are Important to You.” Two Age Group Categories: Ages 7-2 (200 to 400 word count) and Ages 13-17 (500 to 700 word count). Essays may be submitted directly to the Library or email to pont@pontiaclibrary.org by 5:30 pm on February 3, 2024.
18. Call to Solidarity Meeting, Thursday, February 8, 2024 from 9:00 am to 12:00 pm, held at Oakland

Community Health Network, 5505 Corporate Drive, Troy, Michigan 48098. This series convenes individuals and organizations in Oakland County with a shared interest to identify solutions for the mental health needs of our community members through increasing knowledge of services, breaking down the stigma surrounding mental health, and homelessness.

19. Galentine's Night Floral Workshop at Goldner Walsh, Thursday, February 8, 2024 at 6:00 pm, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. Visit the store or www.goldnerwalsh.com for more information.
20. Next Pontiac District Five Citizens Council Meeting is Thursday, February 8, 2024 at 6:00 pm, held at the Lions Den of Pontiac City Hall, with a virtual participation option link available through the City Website. Please contact City Councilman William Parker, Jr. for more information.
21. The Piano Men: Ultimate Tribute to Billy Joel and Elton John at the Flagstar Strand Theatre, Saturday, February 10, 2024 at 7:30 pm. The theatre is at 12 N. Saginaw Street in Downtown Pontiac; contact their Box Office for ticket information.
22. Pontiac Public Library Black History Month Celebration Saturday, February 10, 2024 from 12:00 to 2:00 pm. Keynote Speaker is Actor, Author, and Activist Hill Harper. Held at the Library, 60 E. Pike Street in Downtown Pontiac.
23. Soulful Stitches Opening Reception, an African American Quilting and Doll Exhibit, Saturday, February 10, 2024 from 6:00 to 9:00 pm, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341.
24. The Motown Sounds of Touch Performs at the Flagstar Strand Theatre, Saturday, February 10, 2024 at 7:30 pm. The theatre is at 12 N. Saginaw Street in Downtown Pontiac; contact their Box Office for ticket information.
25. Pontiac Eastside Community Meeting, Serving District Seven, is Monday, February 12, 2024 from 7:00 to 9:00 pm, held at Prospect Missionary Baptist Church, 351 Prospect Street, Pontiac 48341. For more information, contact Pontiac City Council President Mike McGuinness.
26. Accent Pontiac Winter Showcase Concert, Thursday, February 15, 2024 at 5:30 pm, held at the Crofoot Ballroom, 1 S. Saginaw Street in Downtown Pontiac
27. The Steel Drivers Concert at the Flagstar Strand Theatre, Friday, February 16, 2024. Doors Open at 7:00 pm, Show at 8:00 pm. Tickets are now available. The Strand is at 12 N. Saginaw in Downtown Pontiac.
28. Pontiac District Six Community Meeting, Thursday, February 22, 2024 from 5:00 to 6:30 pm, held at Ruth Peterson Senior Center, 990 Joslyn Road, Pontiac 48340. For more information, contact Pontiac City Council President Pro Tem William Carrington at (248) 758-3014 or wcarrington@pontiac.mi.us
29. The Prince Project Performs at the Flagstar Strand Theatre, Friday, February 23, 2024 at 7:30 pm. The theatre is at 12 N. Saginaw Street in Downtown Pontiac; contact their Box Office for ticket information.
30. Next District Two Monthly Community Advisory Meeting is Monday, February 26, 2024 at 7:00 pm, Held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. For more information, contact City Councilman Brett Nicholson.
31. Greater Pontiac Community Coalition Committee of Fifty Meeting, Tuesday, February 27, 2024 at 8:30 am, held at Welcome Missionary Baptist Church, 143 Oneida Road, Pontiac 48341. For more information, contact Ann Porterfield at greaterpontiaccommunity@gmail.com
32. StArt Youth Theatre Presents "Disney Lion King Jr." at the Flagstar Strand Theatre, March 1-9, 2024. The

theatre is at 12 N. Saginaw Street in Downtown Pontiac; contact their Box Office for ticket information.

33. Seed Starting Workshop at Goldner Walsh, Saturday, March 2, 2024 from 10:00 to 11:00 am, held at Goldner Walsh Garden and Home, 559 Orchard Lake Road, Pontiac 48341. Visit the store or www.goldnerwalsh.com for more information.
34. "Music for the Soul," a Benefit Concert for Accent Pontiac, Sunday, March 10, 2024 at 6:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac
35. Pontiac Regional Chamber Prosperity Pontiac 2024 Dinner, held Wednesday, March 13, 2024 from 5:30 to 8:30 pm at the Centerpoint Marriott, 3600 Centerpoint Parkway, Pontiac 48341. Tickets are \$70 for Chamber Members, or \$85, or included with a \$125 individual membership to the Chamber. Contact the Pontiac Regional Chamber for more information.
36. The Psychology of Serial Killers, March 15, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
37. "Brushed Aside" Art Sale and Fundraiser, March 16, 2024 in the studio at The Art Experience, 175 S. Saginaw Street in Downtown Pontiac
38. Comedian Paula Poundstone Performs, Saturday, April 13, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
39. Glenn Miller Orchestra Performs, Sunday, April 14, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
40. Tuske Performs, Wednesday, April 24, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.
41. Pontiac Skate Park Ribbon Cutting, Friday, May 3, 2024
42. Eaglemania Performs, Friday, May 3, 2024, at 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac. For more information and to purchase tickets, visit flagstarstrand.com or call the box office at (248) 309-6445.

Mayor's Office

43. Pontiac Youth Recreation Winter Programs are Underway, Contact (248) 758-3037 or visit pontiacrecreation.recdesk.com for more information. Programs include Baking Class, Kickboxing, The Voice, Mentoring, Robotics, Tutoring, Boxing, 3D Printing, Intermediate Band, Digital Content, and More.
44. Tenant Rights Town Hall Meetings Held Thursday, February 1, 2024 from 11:00 am to 1:00 pm at Pontiac City Hall
45. Pontiac Youth Recreation Annual Daddy-Daughter Dance is Saturday, February 10, 2024
46. Pontiac Youth Recreation Spring Bash and Egg Hunt is Saturday, March 23, 2024
47. City of Pontiac is Currently Hiring for Multiple Positions and Encourages Pontiac Residents to Apply: Building Maintenance Foreman, Building Maintenance Laborer, Building Technician, Chief Assistant Clerk, Code Enforcement Officer, Events Coordinator, Grant Accountant, Public Works Director, Public Works Director's Assistant, Public Works Foreman, Public Works Laborer I, Public Works Laborer II, Youth Recreation Instructor

48. Our 50th District Court is Also Hiring, with Openings for a Full-Time Court Clerk, a Full-Time Court Officers, and a Part-Time Court Magistrate. Pontiac Residents are Encouraged to Apply.

City Clerk's Office

49. The City Clerk's Office is hiring Election Day Inspectors for the Presidential Primary Election on February 27, 2024 contact Mary Castro for more information at (248) 758-3008
50. Absentee Ballots for the Presidential Primary Election on February 27, 2024 are available in the City Clerk's beginning January 18, 2024. The Clerk's Office Hours are 8:30 a.m.-4:30 p.m. Mon-Fri

Closing Comments

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

Adjournment

CONSENT AGENDA A



Pontiac City Council
Parks, Recreation & Public Works Subcommittee Meeting
January 22, 2024
12:00 P.M.
Meeting Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: Kathalee James (Present), Melanie Rutherford (Present), and Mike Goodman (Present)

Other's Present: Angelita Santiago, Alexandra Borngesser, Patrick Muller, Shannon Filarecki, Mark Yandrick, Tarrance Price, Deputy Mayor Khalfani Stephens and Mayor Tim Greimel

The meeting started at 12:03 P.M.

Special update Presentation from Mark Yandrick on Parks on Food Vendors:
A Zoning Text Amendment was introduced to propose an ordinance to establish rules for temporary uses and mobile food vendors across the city, including at City and County Parks. Mobile food vendors must be licensed with the city and inspected by the Fire Department. Must be operating as part of a city -sponsored Event or as part of a Zoning Permit (Minor, Major, Mobile Food Vendor) The ordinance establishes different zoning rules per zoning district.

Alexandra Borngesser with Grants and Philanthropy Department: LAP Contract notice to proceed was awarded by City Council. 10 Mini and Neighborhood Parks update: The Parks Department will assume responsibility to manage the renovation of the 10 Mini Parks, while the Grants Team will continue to manage the financial resources. American Rescue Plan update: The (Request for Proposal) RFP and scope of work has been drafted and bids will be collected and will be presented before Council. Bids will be generated for both design and construction for Crystal Lake Park soon. The grant provided is from Oakland County in the amount of \$500,000.

Currently no updates from Recreation Manager

Updates from Tarrance Price with Parks and Recreation: Cleanup is in progress throughout the parks from the most recent storm to remove fallen tree branches and debris. In the process of attempting to use funds from the 818 account to purchase picnic tables and trash cans for the parks.



Pontiac City Council
Parks, Recreation & Public Works Subcommittee Meeting
January 22, 2024
12:00 P.M.
Meeting Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: Kathalee James (Present), Melanie Rutherford (Present), and Mike Goodman (Present)

Updates from Shannon Filarecki on Recreation Center: Demolition draft plans are in the process of being reviewed with the hopes that within the next week the purchasing department will receive the paperwork for review.

Updates on Public Works from Shannon Filarecki: Golf and Bagley Road repair plans are as follow, (Michigan Department of Transportation) , MDOT (Water Resource Commission) WRC are in review with the legal team and hoping to have the repair plan on the upcoming agenda by 01/30/2024 which will include 3 contracts between the City, MDOT and (Hubbell, Roth & Clark) HRC for the agreement to enter a contract with the lower bidder (Dan's Excavating) to do the work. The second contract would be between the City and WRC to have WRC reimburse the City of Pontiac for the cost of the sanitary sewer work that is being done down the middle of the road. The third would be a letter proposal from HRC to manage the construction engineering and construction administration. Detour routes and barricades are in accordance with the National Highway Standards for placement and held to standard. Safety programs are in the works currently to update the pedestrian crosswalks. One is the removal of the pedestrian crosswalk at Victory and Balboa is in the process of being removed upon agreement. Hovey Street is in review for the Lighthouse project.

Agenda Items

No one participated in public Comment.

Meting ended at 1:48 PM

CONSENT AGENDA B



Pontiac City Council

Law and The Courts Subcommittee Meeting

Pontiac City Council

Facility and Property Subcommittee Meeting Minutes

January 22, 2024

4:00 P.M.

Location: Pontiac City Hall, Legislative Conference Room
47450 Woodward Avenue
Pontiac, Michigan 48342

Committee Members: Brett Nicholson (Absent), Mikal Goodman (Present), William Parker (Present)

Others Present: Angelita Santiago, Lynette Ward, Deputy Mayor Khalfani Stephens, Mayor Tim Greimel, JoAnne Gurley, and Judith Cox

The Meeting Commenced at 4:01pm.

Lynette Ward provided an update on 50th District Court. She stated that a new Chief Probation Officer was hired, and the courts are currently in need of filling several positions for clerks at the 50th District Court. An expungement fair is currently being discussed in the Judges meetings for the near future.

Code enforcement was not available for any updates:

Judith Cox gave an update from Mental Health & Homeless: The City Council passed a resilience resolution to help with the high risk of mental health residents within the community. A resilience campaign was established to implement a plan to support community stake holders to have shared input on mental health within the community. On April 13, 2024 an event will be held for a champaign to celebrate all of the nonprofits who are doing an enormous amount of work within the community. A resource area, Art area, inspirational music, along with informative information on how to build resilience.

Update from Deputy Mayor Khalfani Stephens: The City Council priority items were received and will be working with Kelly firm to move forward on researching legislation to directly impact housing within the city from a legal standpoint.

The Meeting adjourned at 4:39 p.m.

No one participated in Public Comment

CONSENT AGENDA C

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**Official Proceedings
Pontiac City Council
127th Session of the Eleventh Council**

Call to order

A Regular Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, January 23, 2024, at 6:05 p.m. by Council President Mike McGuinness.

Invocation – Pastor William Parker Jr. – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Tim Greimel was present.
A quorum was announced.

Excuse Councilmember

Motion to excuse Councilmember Brett Nicholson for personal reasons. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Carrington, James, McGuinness, Parker and Rutherford

No: None

Motion Carried

Amendments to and Approval of the Agenda

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

Motion to remove item #11 Resolution to proceed in closed session to consider matters exempt from discussion or disclosure by state or federal law in accordance with MCL 15.268(h) from the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

Motion Carried

The vote was taken to approve the agenda as amended.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

Motion Carried

Consent Agenda

24-19 **Resolution to approve the consent agenda for January 23, 2024.** Moved by

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Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for January 23, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for January 23, 2024, including the January 16, 2024, City Council Meeting Minutes.

Ayes: McGuinness, Parker, Rutherford, Carrington and James

No: None

Resolution Passed

Councilman Mikal Goodman arrived at 6:11 p.m.

Subcommittee Reports

1. Economic Development, Housing & Planning
2. Communications, Engagement & Operations
3. Facilities & Property
4. Law & The Courts
5. Parks, Recreation & Public Works
6. Public Safety, Health & Wellness

Recognition of Elected Officials

1. Veronica Taylor, Precinct Delegate

Agenda Address

1. Dr. Deirdre Waterman addressed items #2 & #9
2. Carlton Jones addressed items #1 & #2

Agenda Items

Resolutions

City Council

24-20

Resolution Honoring the Life and Service of Mary Roberson. Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS, the City of Pontiac has been blessed to have many dedicated community members serve in professional capacities to protect and improve the quality of life for all residents; and,

WHEREAS, Ms. Mary Roberson was a longtime resident of Pontiac, Michigan and worked for the City of Pontiac for 26 years in multiple roles, particularly in the Community Development Department, and served as Pontiac Municipal Employees Association's President; and,

WHEREAS, the City of Pontiac is better today because of her years of caring service, one of many positive traits learned from her parents Reverend Samuel Edwards, Sr. and Lillie Edwards and passed on to her children, grandchildren, and great-grandchildren; and,

WHEREAS, Ms. Roberson passed away on January 10, 2024, at the age of 73, which is a tragic loss for her family and our entire community, though her amazing legacy will surely endure.

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council and Pontiac Mayor Tim Greimel hereby acknowledges the life and service of Ms. Mary Roberson, and mourns her passing; and

FURTHER RESOLVED, the Pontiac City Council, the Mayor of Pontiac, and the entire City of Pontiac extends our deepest sympathies to the family, friends, neighbors, and colleagues of Ms. Roberson; and

FURTHER RESOLVED, we celebrate the life and impact of Ms. Roberson, and salute her years of admirable service to the City of Pontiac.

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

No: None

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Resolution Passed

Councilperson Rutherford was absent for the vote.

Mayor's Office

24-21

Resolution Approving Implementation of Pay Ranges from Wage and Compensation Study for City of Pontiac Directors and Managers Positions. Moved by Councilperson Parker and second by Councilperson Goodman. Discussion

Motion to amend the pay bands to move the Code Enforcement Manager position grade from 13 to 14. Moved by Councilperson McGuinness and second by Councilperson Rutherford.

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

No: None

Motion Carried

WHEREAS, the City of Pontiac engaged with Clark Hill Law Firm and GovHR to complete a Wage and Compensation Study, and

WHEREAS, the results from the study proposed the creation of job classification rankings and the creation of pay bands; and

WHEREAS, offering the 25th percentile of the pay bands with discretion for the Executive branch to adjust the wages based on years of experience, training/certifications, other specific knowledge-based skills necessary for the position, and/or for employee retention or attracting talent in a competitive market.

WHEREAS, Non-union salaries will be immediately moved to no less than the 25th percentile.

WHEREAS, Union wages will be addressed at the next bargaining date.

WHEREAS, the City of Pontiac wishes to immediately implement the proposed pay band adjustments for current employees and new hires subject to the referenced guidelines herein.

NOW, THEREFORE BE IT IS RESOLVED that the Pontiac City Council accepts the creation of the proposed pay bands based on the GovHR Wage Study and analysis;

BE IT FURTHER RESOLVED that the Pontiac City Council approves and authorizes the Executive branch to do all things necessary to fully implement wage adjustments within the proposed pay-bands immediately, including but not limited to changing the compensation of current affected positions before the corresponding budget amendments take effect.

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

No: None

Resolution Passed

City of Pontiac Pay Bands attached as Exhibit A

Treasury Division

24-22

Resolution to Approve the Policy and Guidelines for Granting a Hardship Exemption from Payment of Property Taxes. Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, Public Act 253 of 2020 ("Act"), requires the governing body of each city and township to determine and make available to the public the policy and guidelines the Board of Review utilizes in granting reductions in property assessments due to limited income and assets, referred to as "Poverty Exemptions;" and

WHEREAS, it is the intent of the Council to adopt guidelines in compliance with the Act; and

WHEREAS, that to be eligible for a poverty exemption, a person shall do all of the following on an annual basis:

1. Be an owner of and occupy as a principal residence the property for which an exemption is requested.
2. The subject property must be classified as a single-family residential parcel or residential condominium property with a valid homeowner's Principal Residence Exemption (PRE) currently in effect.
3. Submit completed Form 5737 Application for MCL 211.7u Poverty Exemption and Form 5739 Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty.
4. Submit the most recent year's copies of the following for all persons residing in the homestead:
 - a. Produce a valid driver's license or Michigan State Identification card for all persons residing in the household.
 - b. Federal Income Tax Return-1040, 1040A or 1040E and Michigan Income Tax Return- MI 1040, MI1040A or MI1040EZ.
 - c. Senior Citizens Homestead Property Tax Form MI-1040CR-1 or General Homestead Property Tax Claim MI-1040CR-4.
 - d. Benefit Statement from ADC, Pension, Retirement, Social Security Administration and/or Michigan Social Services as to money paid to you during previous year. (along with a signed form 4988).
5. Produce a copy of the deed, land contract or other evidence of parcel ownership of all real property owned by the applicant if requested by the Board of Review; and

WHEREAS, that applicant(s) must complete the application form in its entirety and return to the Treasurer's or Equalization Office. Any application submitted to the Board of Review which has not been filled out in its entirety shall be denied by the Board of Review. Appeals of said denial shall be made to the Michigan Tax Tribunal; and

WHEREAS, that applicant(s) may apply for Poverty Exemption to only one session of the Board of Review (March, July, or December) and any appeal of the Board's decision shall be made to the Michigan Tax Tribunal; and

WHEREAS, that the Board of Review can request any other additional information including additional tax returns, financial statements, land contracts, personal or family trust documents, vehicle titles and any other records or affidavits that the Board may deem necessary in order to make a poverty exemption determination, asset limit determination or income level determination; and

WHEREAS, that completed applications may be brought to the Board of Review on the day of an appointment, but to have timely consideration by the Board, the application-with supporting documents-should be made available to the Board one (1) week prior to the meeting date; and

WHEREAS, that applications may be reviewed and acted upon by the Board of Review without applicant(s) being present. However, the Board may request that any or all applicants be physically present to respond to any questions the Board of Review may have. This means that an applicant may be called to appear on short notice; and

WHEREAS, that the Board of Review shall follow the policy and guidelines set forth above when granting and denying poverty exemptions. The same standards shall apply to each taxpayer within the city claiming the poverty exemption for the assessment year; and

WHEREAS, that the allowed reduction for hardship exemption shall be 25%, 50%, 75%, or 100% of Taxable Value of the homestead for the tax year and at their discretion, the Board may approve full or partial exemption if deemed appropriate; and

WHEREAS, that the applicant's total household income cannot exceed 125% of the most current Federal Poverty Guidelines set forth by the U.S. Department of Health and Human Services as established by the State Tax Commission-to be updated annually; and

WHEREAS, that a poverty exemption shall not be granted to any applicant whose assets exceed \$100,000. An applicant's homestead and principal vehicle shall be excluded from consideration as an asset. All other property, including from all other persons residing in the household, shall be included as an asset. Property shall include, but is not limited to cash, savings, stocks, mutual funds, insurance commodities, coin collections, art, motor vehicles, recreation vehicles, etc.; and

WHEREAS, that any reduction in the State Equalized Value of a property is granted for one year only and must be applied for and reviewed annually based on the applicant's current situation; and

WHEREAS, PA 191 of 2023 amends both MCL 211.7u and MCL 211.53b to allow the July and December Board of Review to grant a poverty exemption, as a qualified error, for the immediately

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preceding year on the principal residence of a person who establishes eligibility as requires by Section 7u if an exemption was not on the assessment toll and was not previously denied.; and

BE IT FURTHER RESOLVED that a person filing a poverty exemption claim is not prohibited from also appealing the assessment on the property for which that claim is made before the March Board of Review in the same year and the July and December Board of Review as a qualified error, for the immediately preceding year.

NOW THEREFORE BE IT RESOLVED, in accordance with Public Act 253 of 2020, the Pontiac City Council approves the 2024 Policy and Guidelines for granting an exemption from payment of property taxes.

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

No: None

Resolution Passed

Councilperson Rutherford was absent for the vote.

Public Comment

1. Carlton Jones
2. Dr. Deirdre Waterman
3. Pastor Kathy Dessureau
4. Darlene Clark

Communications

City Council, Mayor's Office & City Clerk's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Deputy Mayor Khalfani Stephens, City Clerk Garland Doyle, Councilwoman Melanie Rutherford, Councilman William Parker Jr., Councilwoman Kathalee James, Council President Pro-Tem William Carrington and Council President Mike McGuinness made closing comments.

Adjournment

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

Ayes: James, McGuinness, Parker, and Carrington

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 8:05 p.m.

Garland S. Doyle
City Clerk

Exhibit A

Position:	New Grade
Deputy Mayor	17
City Attorney	16
Community Development Director	15
City Clerk	15
Court Administrator	15
Finance Director	15
Director of Parks and Recreation	15
Director DPW	15
Director of Grants & Philanthropy	15
Human Resources Director	15
Communications Director	15
City Engineer/Manager	15
Building Official	14
Chief of Staff	14
DPW Superintendent	14
Planning Manager	14
Senior Accountant / Controller	14
Economic Development Manager	14
Treasurer	14
Code Enforcement Manager	14
Purchasing Manager	13
Parks Manager	13
Senior Planner	13
Network Engineer	13

Deputy Director DPW	13
Planner II	13
Income Tax Administrator	13
#REF!	
Youth Recreation Manager	12
Building Inspector (multiple incumbents)	12
Electrical Inspector	12
Mech/Plumbing	12
Senior Accountant / Internal Controls	12
Grant Accountant	12
Deputy Treasurer	12
Cable Director	12
Accounts Payable/ Receivable Manager	12
Code Enforcement Assistant Manager	11
Youth Recreation Assistant Manager	11
Senior Center Manager	11

Table 3 - Proposed Pay Ranges

Proposed Pay Ranges		
Grade	Minimum	Maximum
17	107,000	168,000
16	98,000	150,000
15	89,000	132,000
14	81,000	126,000
13	73,000	114,000
12	67,100	104,000
11	61,000	95,000
10	55,000	86,000
9	47,867	71,801
8	43,124	64,685
7	38,850	58,275
6	35,000	52,500

#4

ORDINANCE



**Resolution to Approve First Reading of Zoning Ordinance Map Amendment to Rezone
10.25 Acres of Parcel 64-14-22-334-010 from P-1 (Parking) to C-3 (Corridor Commercial)**

At a meeting of the City Council (“Board”) of the City of Pontiac, County of Oakland,
State of Michigan (the “City”) held on January 30, 2024, at 47450 Woodward Ave, Pontiac, MI
48342 at 6:00 p.m., there were:

PRESENT:

ABSENT:

The following preambles and resolution were offered by _____ and
seconded by _____:

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend
the City of Pontiac Zoning Ordinance Map to rezone a portion of the parcel (64-14-22-334-010)
totaling 10.25 acres; specifically, to amend the Zoning Ordinance Map which list this property as
P-1 Parking to C-3 Corridor Commercial.

WHEREAS, the applicant has offered a conditional rezoning, which prohibits 13 land uses from
operating in the C-3, Corridor Commercial Zoning District to protect neighboring properties from
noise, traffic, pollution, and intense land uses.

WHEREAS, the City of Pontiac City Council finds it is in the best interest for the health, safety,
and welfare, to accept the Planning Commission’s Recommendation and approve the
amendments to the Zoning Ordinance Map as presented.

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the
first reading of the amendments as presented to the City Council on January 30, 2024.

A roll call vote on the foregoing resolution was taken, the result of which is as follows:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

I, the undersigned, the duly qualified and acting Clerk of the City of Pontiac, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on _____, the original of which is on file in my office, and that such meeting was conducted and public notice thereof was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended, and that minutes of such meeting were kept and are available as required by such Act.

By: _____

Dated: January ____, 2024

Its: City Clerk

RESOLUTION STAFF REVIEW FORM

AGENDA ITEM TITLE: Resolution for First Reading, Adoption of Zoning Map Amendment for 14-22-334-010.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

First reading date 1/26/24

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

Dept.	Rev/ Exp*	Name of Account	Account Number	Grant Code	Amount
			GRAND TOTAL		

*R=revenue E=Expense

PRE-ENCUMBERED? YES ☐ NO ☒ **REQUISITION NO:**

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC**

ORDINANCE NO. _____

ZONING ORDINANCE MAP AMENDMENT

AN ORDINANCE TO AMEND APPENDIX B OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC, AMENDING ARTICLE 2, SECTION 2.103—ZONING MAP, TO CHANGE THE ZONING CLASSIFICATIONS FOR A SPECIFIC PARCEL ON THE NORTH SIDE OF FEATHERSTONE STREET BETWEEN EMERSON AVENUE AND THORS STREET, SUBJECT TO THE AGREED UPON CONDITIONS.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, Parcel ID: 14-22-334-010, from Parking (P-1); Corridor Commercial (C-3) with CR Conditional Rezoning, this Amendment is subject to the Conditions as described in Section 3.

Provided Legal Description:

The land referred to herein below is situated in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

[INSERT LEGAL DESCRIPTION]

Section 2. Conditions.

Said amendment is conditioned as provided in the voluntarily agreed Conditional Rezoning Agreement entered into between the City of Pontiac and Luke Holsworth, which include:

The Property shall not be used as a sexually oriented business, a retail sales facility that primarily involves the sale of alcoholic beverages, marihuana retail facility, bar, tavern, or alcohol service establishment, place of assembly, retail sales facility that primarily involves the sale of firearms, gambling facility, a manufacturing, fabrication, or processing facility, or any other public nuisance type of business as determined by the Planning Department.

If the conditions as described above, and any other conditions as provided in the Conditional

Rezoning Agreement, are not adhered to, the property in this Amendment will revert back to Parking (P-1).

Section 3. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. 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 declared to be unconstitutional, void or illegal 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 4. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2024, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2024, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

Tim Greimel, Mayor
City of Pontiac, Michigan

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2024, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

It was moved by Member _____ and supported by Member _____ to adopt the Ordinance.

Members voting yes: _____

Members voting no: _____

Members abstaining: _____

The Ordinance was declared adopted by the Mayor and has been recorded with the City of Pontiac.

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

**CITY OF PONTIAC
CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the “**Agreement**”) is made this ____ day of _____, 2023, by and between THE CITY OF PONTIAC, with its offices located at 47450 Woodward Ave., Pontiac, MI 48342 (the “**City**”), and Luke Holsworth (“**Luke Holsworth**”) whose address is 433 Emerson Ave., Pontiac, MI 48342.

THE PARTIES RECITE THAT:

WHEREAS, Luke Holsworth owns certain parcels of real property located within the City of Pontiac, which are commonly described as follows:

Vacant Property on Featherstone St., Parcel ID Number: 14-22-334-010

WHEREAS, Luke Holsworth seeks re-zoning of the referenced parcel, as shown on **Exhibit A**. The parcel where rezoning is sought shall be referred to herein as the “**Property**.” The Property is currently zoned as follows and the legal descriptions for the Property are on **Exhibit A** attached hereto:

Parcel Number(s)	Previous Zoning District	Rezoned to the following Zoning District:
14-22-334-010	Parking (P-1)	Corridor Mixed Use District (C-3)

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily offered by the owner of land, including an agreement between the City and the Luke Holsworth, may become a condition of rezoning of the Property; and

WHEREAS, the Luke Holsworth submitted the Application for Conditional Rezoning with an Offer of Conditions on _____, 2024, attached as **Exhibit B** (collectively “**Application**”), voluntarily offering, in writing, certain conditions to rezone the Property as set forth in the table above, subject to the conditions of this Agreement; and

WHEREAS, the City Planning Commission on _____, 2024, held a Public Hearing on the request for Conditional Rezoning and proposed amendment to the City’s Zoning Map Ordinance; and

WHEREAS, the City Council on _____, 2024, voted to approve the request for Conditional Rezoning and adopted Ordinance No. _____ to amend the City’s Zoning Map Ordinance based upon the conditions set forth in this Agreement and the attached Exhibits;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, the City and the Luke Holsworth agree as follows:

1. CONDITIONAL REZONING, PROJECT DEVELOPMENT, AND CONDITIONS AND EXCEPTIONS TO USE OF PROPERTY

A. **Conditional Rezoning.** Consistent with MCL §125.3405, the Property has been conditionally rezoned from the classification(s) Parking (P-1) to Corridor Mixed Use District (C-3) as set forth in table A1 above, with conditions as approved by the City Council based upon the Luke Holsworth’s Offer of Conditions, subject to and in accordance with this Agreement, unless this Agreement is amended by mutual agreement of the City and Luke Holsworth, following public hearing, or unless the Luke Holsworth determines to use the Property in accordance with the zoning applicable to the Property under and in accordance with the termination provisions set forth herein. Luke Holsworth and future owners of the Property shall not develop and use the Property in a manner inconsistent with this Agreement.

B. **Project Definition.** The Project shall be based on a future approved development agreement and approved site plan submitted for the development of this Property. Except as modified herein or pursuant to any variances or deviations approved by the City, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance, for property zoned Corridor Mixed Use District (C-3), as applicable in accordance with the zoning of each respective parcel as set forth in Table A1 above, and as limited by Luke Holsworth’s Offer of Conditions, and shall remain subject to all other requirements of the City’s building, zoning, and other land use regulations.

C. **Offered Conditions.** The Luke Holsworth has voluntarily offered the following condition in consideration for the City’s granting of the rezoning:

- i. The Property shall not be used as a sexually oriented business, a retail sales facility that primarily involves the sale of alcoholic beverages, marihuana retail facility, bar, tavern, or alcohol service establishment, place of assembly, retail sales facility that primarily involves the sale of firearms, gambling facility, a manufacturing, fabrication, or processing facility, or any other public nuisance type of business as determined by the Planning Department.

D. **Acknowledgement.** Luke Holsworth hereby acknowledges that the rezoning with conditions was proposed by the Luke Holsworth to induce the City to grant the rezoning, and that the City relied upon such proposal and would not have granted the rezoning but for the terms spelled out in the conditional rezoning agreement; and, Luke Holsworth further agrees and acknowledges that the conditions and conditional rezoning agreement are authorized by all applicable state and federal law and constitution, and that the Agreement is valid and was entered into on a voluntary basis, and represents a permissible exercise of authority by the City. Luke Holsworth further represents and warrants that it agrees to all of the following:

- i. That the property in question shall not be developed or used in a manner inconsistent with this conditional rezoning agreement.
- ii. That each of the requirements and conditions set forth in this Agreement represents a necessary and reasonable measure which, when considered with all other conditions and requirements, is roughly proportional to the increased impact created by the use represented in the approved rezoning with conditions, taking into consideration the changed zoning district classification and the specific use authorization granted.
- iii. Nothing in this Agreement shall be construed as replacing the requirement for Luke Holsworth to obtain preliminary and final Site Plan, subdivision, condominium, or special land use review and approval, as applicable.

2. **PERIOD OF APPROVAL.** Unless extended by the City Council for good cause, the rezoning with conditions shall expire following a period of two (2) years from the effective date of the rezoning unless bona fide development of the property pursuant to approved building and other permits required by the City commences within the two (2) year period and proceeds diligently and in good faith as required by ordinance to completion.

A. **Expiration.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. Luke Holsworth may apply for a one (1) year extension one (1) time. The request must be submitted to the City Clerk

before the two (2) year time limit expires. Luke Holsworth must show good cause as to why the extension should be granted.

B. **Effect of Expiration.** If the rezoning with conditions becomes void in the manner provided in this section, no development shall be undertaken or permits for development issued until a new zoning district classification of the property has been established. Either or both of the following actions may be taken:

- i. Luke Holsworth may seek a new rezoning of the property and the City may approve same; and/or
- ii. Pursuant to MCL 125.3405, the land shall revert to its former zoning classification following the process for approval of a rezoning with conditions.

C. **Extension.** If an extension of approval is granted by the City Council, a new conditional rezoning agreement with the new expiration date shall be recorded.

3. **RECORDATION.** This Rezoning shall become effective following publication in the manner provided by law and recording of the conditional rezoning agreement with the County Register of Deeds.

4. **DEFAULT.** If development and/or actions are undertaken on or with respect to the property in violation of the conditional rezoning agreement, such development and/or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the conditional rezoning agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance. In the event that the Luke Holsworth defaults on the condition(s) of this Agreement, then, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is terminated by then, by written notice given by the City to the Luke Holsworth within three (3) months following such failure by the Luke Holsworth, the City may, at its option and within its sole discretion, declare the Property to revert back to its previous Zoning District(s) and terminate the approval of any Site Plan for the Project.

5. **ENTIRE AGREEMENT.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the Luke Holsworth concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.

6. **RELATIONSHIP OF THE PARTIES.** The relationship of the City and the Luke Holsworth shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Luke Holsworth, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.

7. **MODIFICATION.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and the Luke Holsworth.

8. **MICHIGAN LAW TO CONTROL.** This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with Michigan law.

9. **DUE AUTHORIZATION.** The City and the Luke Holsworth each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved by, in the case of the City, its City Board and all other governmental agencies whose approval may be required as a precondition to the effectiveness hereof, and as to the Luke Holsworth, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

10. **SUCCESSORS AND ASSIGNS.** The approval of the terms, provisions, and conditions of this Agreement are for the benefit of the Property and shall run with the Property and shall bind and inure to the benefit of the parties to this Agreement and their respective successors, assigns, and transferees.

11. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the Luke Holsworth shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

SIGNED:

CITY OF PONTIAC

By:
Its:

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

_____, Notary Public

_____ County, Michigan

My Commission expires _____.

SIGNED:

Luke Holsworth

By:
Its:

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____, by _____.

_____, Notary Public

_____ County, Michigan

My Commission expires _____.

Drafted by:
Morgan A. McAtamney (P80047)
The Kelly Firm, PLC

2825 University Dr.
Auburn Hills, MI 48236

When Recorded Return to:
Luke Holsworth
433 Emerson Ave.
Pontiac, MI 48342

EXHIBIT A

(Legal Description)

Tax Parcel No. 14-22-334-010

EXHIBIT B

Copy of Application for Conditional Rezoning

(See following pages)

#5

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Recognizing February as Black History Month

Whereas the City of Pontiac, Michigan has had a substantial population of African American residents for its entire existence as a City since the State of Michigan recognized Pontiac as a City in 1861;

Whereas, in 1915, Dr. Carter Godwin Woodson, noted scholar and son of former slaves, who founded the Association for the Study of African American Life and History, initiated Black History Week, February 12, 1926, which was celebrated for many years by African Americans in the United States;

Whereas the month of February is now observed nationally as Black History Month to recognize and celebrate the accomplishments African Americans have made and continue to offer to this nation;

Whereas, since 1976, every President of the United States has adopted the month of February as Black History Month, an annual celebration of African American achievements and roles in United States History;

Whereas Black History Month acknowledges and honors numerous past and present educators, scientists, activists, pioneers, leaders, artists, inventors, entrepreneurs, and elders with special ceremonies and activities;

Whereas Black History Month is also a time to reflect on the burdens of racial prejudice and explore, understand, and appreciate the identities and cultures across and within the African diaspora; now,

Therefore, Be It Resolved, the Pontiac City Council declares February 2024 as Black History Month in the City of Pontiac, Michigan; and further

Resolved, the City Council honors the contributions and sacrifices made in building pride in Black history and educating all Americans of the many achievements and contributions made by African Americans to our cultural, spiritual, economic, and political development; and further

Resolved, the City Council joins other organizations throughout the State of Michigan and this nation in using this occasion to raise awareness of the hardships African Americans have endured, celebrate the milestones that have been achieved, continue the pursuit toward equal treatment under the law and opportunity of access for African Americans in our community and nationally; and further

(Resolution Page Two of Two)

Resolved, the City Council acknowledges the injustices that African Americans have endured and commends African American residents for the continuous pursuit of overcoming those injustices and changing the course of history; and further

Resolved, we honor the leaders and activists from Pontiac and throughout the nation who helped pave the way for racial justice, and called our community's attention to the continued need to battle racism and to build an equitable society; and further

Resolved, the City Council welcomes additional opportunities for us as a community to better acknowledge, celebrate, and preserve the people, places, events, and organizations that constitute Pontiac's phenomenal local Black History.

PONTIAC CITY COUNCIL • *Pontiac, Michigan* • *January 30, 2024*

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*

with **Tim Greimel**, *Mayor*



#6

RESOLUTION



Public Works Department

TO: Pontiac City Council
FROM: Patrick Muller, Interim Public Works Director
CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens
DATE: January 30, 2024
RE: **Resolution To Enter into a Contract with ESRI, Inc for a Three (3) Year Enterprise License Agreement (ELA) and a One-Year Training Package**

The Public Works Department requests City Council approval to contract with ESRI, Inc for a three-year contract for Enterprise License Agreement (ELA) and a one-year training package. This ELA provides a package of unlimited software licenses, and necessary software extensions and data storage capability to provide the City a platform to utilize geographic information systems (GIS) in an enterprise environment to better manage data, increase government efficiency with this data, and improve customer transparency.

These resources would primarily be utilized by the Public Works Department and administered by GIS Technician Karina Vasquez. The Planning and Parks Departments will also benefit from having additional licenses and software capabilities.

ESRI, Inc provides a propriety software platform with many capabilities of desktop applications, mobile mapping applications, and database management. The ELA will provide server capabilities to make it easier to access real time “live” information and allow any employees in the field the ability to input live data for the most accurate information possible. Additionally, this ELA will:

- Facilitate improved data communication with the public, contractors, and supervising agencies
- Increase compliance with reporting requirements
- Share and store geospatial data with other departments in a centralized and protected environment
- Upgrade out of date work order and asset management systems that synchronize with GIS
- Implement ESRI Solutions for data collection, communication, and reporting needs that require an updated version of ESRI Enterprise to function
 - Protect the status of currently implemented Geographic Information Systems and dependent systems that are threatened by out-of-date technologies
 - Improve the skillset of current staff to utilize, develop and/or deploy GIS resources

Information Technology staff are also scheduled to update City servers and networks. These servers have been purchased and are not part of this resolution request.

Public Works received a quote from this sole-source provider, ESRI, Inc. As a result, the Department of Public Works is requesting approval from City Council to enter into a contract with ESRI, Inc., for an Enterprise License Agreement (ELA) and one year training passes for the purposes of launching a distributed mapping infrastructure within the City of Pontiac.

The contract will total \$172,105 over the course of all three years. The current cost will be \$63,705. This cost is broken down as follows:

\$46,700	1 year Enterprise License Agreement
\$17,005	20 days of training

This budget authorization is an appropriation as indicated below:

Fund

Dept -

101-228-731.001	Information Technology	\$46,700	1 year ELA
101-228-957.002	Information Technology	\$2,000	Training
101-447-957.002	Engineering	\$3,000	Training
101-447-957.002	Planning	\$7,000	Training
101-447-957.002	DPW	\$3,005	Training
101-818-957.002	Parks	\$2,000	Training

Authorization to Enter a Contract Not To Exceed:	\$172,105.00
--	--------------



CITY OF PONTIAC CITY COUNCIL

Resolution for authorization to enter into a 3-year Contract with ESRI for a 3-year license agreement in an amount not to exceed \$172,105.00

WHEREAS, the Public Works Department requires software to maintain and manage datasets and platforms in assistance with Federal and State reporting and assessment requirements for the public assets they are required to maintain.

WHEREAS, the City has received a quote from ESRI, which is a proprietary software for geographic information system data and mapping services.

WHEREAS, Department of Public Works recommends entering into a contract for FY 2023-26 with ESRI, Inc for \$172,105.00 to pay for the referenced services.

NOW THEREFORE, BE IT RESOLVED, the Pontiac City Council authorizes the Mayor or his Designee to enter into a three (3) year contract with ESRI, Inc for an Enterprise License Agreement for Geographic Informational Systems and a one-year training package at the City in an amount not to exceed \$172,105.00.

ESRI Enterprise Base Deployment Case

General Information

- Several hardware components needed to host shared GIS
- DPW has outdated version for compatibility with Cityworks (asset & work order management) & GIS data management
 - Money owed to update system is nearly same cost to purchase from scratch = we are requesting an ELA (Enterprise License Agreement) for future growth and increased functionality
- GIS is used for mapping, asset management, and data communication/analysis

Why is an upgrade needed?

- Many new Solutions offered are not compatible with our current Enterprise
- Cityworks AMS is outdated, and new upgrades needed are not compatible with current Enterprise (v 10.4.1)
- ESRI Enterprise version is outdated, soon support no longer provided
- Our system is critically under-resourced for the amount of data we need to store for reporting and general operations purposes (per Cityworks & ESRI)

ESRI Enterprise Base Deployment Case

What's missing

- Access to Solutions:
 - ROW permits
 - Sanitation auditing/ Integrative sanitation route search
 - Engineering capital improvements planning and tracking
 - In-house fleet tracking or advanced fleet tracking integration with service providers
- Versioning, controlled editors vs. users, ease of workflow with multiple users, advanced analysis, parcel fabric, utility network tracing, extensive training options (with ELA purchase)

Consequences of not updating

- Non-compliance with State of Michigan asset management plan – missing deadlines & data
- Non-functioning system as further software updates are performed
- Incompatible integrations with Cityworks/asset management software. Inability to update AMS due to outdated Enterprise
- Lack of efficient communication with residents, monitoring agencies (MDOT), interdepartmental, contractors

Geospatial Roadmap Briefing Pontiac, MI

City of Pontiac Esri Account Team

Joe Araiza – Sr. Account Manager, Midwest Team Lead

Jarod Fox – Solution Engineer



Overview

- Geospatial Roadmap
- What is GIS
- What is GIS for Pontiac

Approach

- Key Themes and Takeaways
- Current and Future State

Pontiac Strategy

- Needs, Priorities, and Challenges
- Solution Recommendations

Next Steps

- Recommendations
- Plan of Action

Agenda

Geospatial Roadmap Briefing

GIS business plan
technology vision

Overview

Geospatial Roadmap

What is GIS

What is GIS for Pontiac



Partnering with Pontiac

Geospatial Roadmap

Purpose:

Determine a pathway forward for the City of Pontiac on how to provide performant applications & services of information sharing, collaboration, and decision support.

Goals:

- Recognize department goals, projects, challenges, and initiatives
- Establish the vision and strategy of GIS at the city
- Understand and connect critical business systems to GIS
- Identify needs and challenges associated with existing workflows

Deliverables:

- Geospatial Roadmap Briefing

challenges

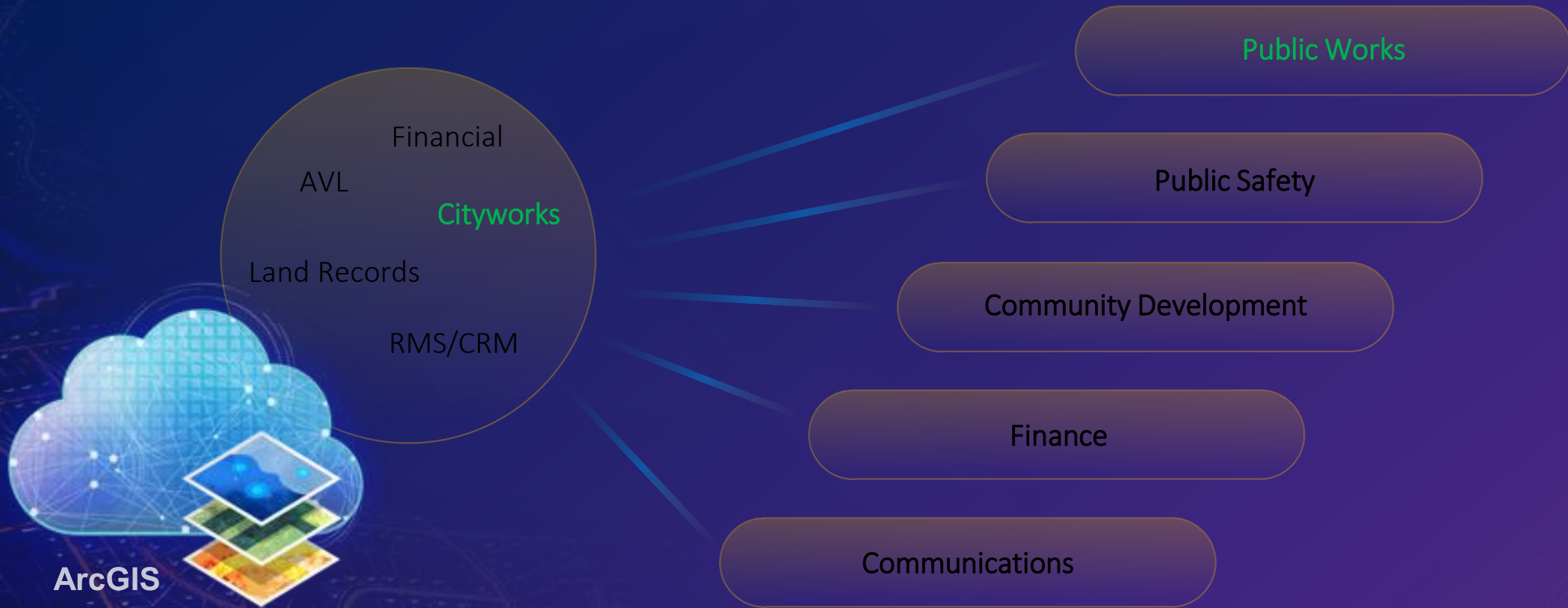
future plans

business priorities

technology landscape

GIS | Connects all

Governments and Citizens | Domain and Disciplines



One-Connected City

Maximizing the Value of Your GIS Investment

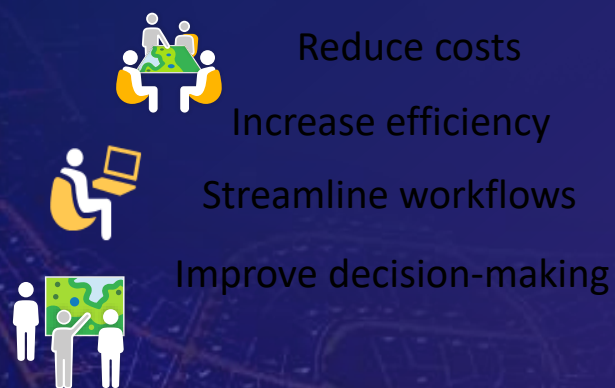
Driving alignment and enablement to achieve your vision

One-Connected Pontiac

Geospatial Roadmap

Vision | Strategy

Business Objectives



Technology Strategy



Public Works
Public Safety
Community Development
Finance
Communications

Approach

Technology Landscape

Current and Future Capabilities

Delivering Capabilities

ArcGIS for Pontiac



Organizational Strategy

Needs, Priorities, and Challenges

Solution Recommendations





information

Critical Findings

- ***GIS could be leveraged as the City's "system of record"***
 - ArcGIS should be the foundation to support key enterprise business systems
 - Support Cityworks by connecting data, workflows, and decision support
- ***City-wide enterprise systems are needed that easily integrate with ArcGIS***
 - Asset management and financial systems are disconnected
- ***GIS staff should be proactively engaged with all departments***
 - Continued engagement plan to stay aligned with departmental goals & priorities
- ***City staff need ongoing professional development through Esri training***
 - Non-GIS staff are interested to learn more about digital workflows
 - GIS/IT staff will need training to support an Enterprise GIS that would be critical to Cityworks
- ***The establishment of Indoor mapping and assets***
 - Preserve institutional knowledge and better track facility assets, integrated with Cityworks

Action Plan | Overview

now

TBD

1. Establish GIS as an Enterprise Technology

System of Record & Destination for All Things Geospatial

2. Enable Access and Collaboration

System of Engagement & Field Mobility

3. Develop Location Intelligence

System of Insight & Analytics

Action Plan | Phase 1

now

6 - Months



1. Establish GIS as an Enterprise Technology

System of Record & Destination for All Things Geospatial

- Actions
- Outcomes

Deploy a best practice enterprise GIS environment
Ensure performance of the environment and high value capabilities to all staff and foundation for CityWorks

Provide foundational training to the team that will administer the enterprise GIS
Sustainable capabilities that are available when needed

Establish governance around enterprise GIS
Ties the roadmap plan to a set of capabilities and people/skills within the City

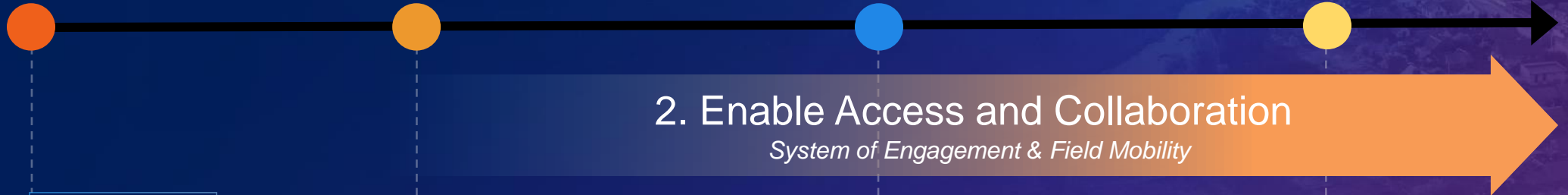
Assign application and data ownership and stewardship
Applications are designed for best fit and data quality remains high

Develop an Action Plan to expand CityWorks implementation
With foundational capabilities laid by an Enterprise, work with CityWorks to take advantage of all aspects of the platform.

Action Plan | Phase 2

6 - Months

18 - Months



- Actions
- Outcomes

- Establish data sharing groups and permissions that promote interdepartmental collaboration
Reduction is staff time searching for authoritative information and data silos
- Expand enterprise GIS user base by assigning named users to all staff
An enterprise system that is leveraged by all staff and reduces the confusion related to access to authoritative information while preserving security

- Establish a GIS steering committee or meeting cadence with department stakeholders
GIS stays connected to business priorities of each department

Standardize inspection documents and share with staff
Reduced time to maintain records and track city work

Deploy ArcGIS Solutions, web apps and forms that promote engagement, transparency with residents, and collaboration within the city
Reduce staff time related to FOIA requests and improve resident interactions
Better track staff work

Action Plan | Phase 3

12 - Months

24 - Months

- Actions
- Outcomes

3. Develop Location Intelligence *System of Insight & Analytics*

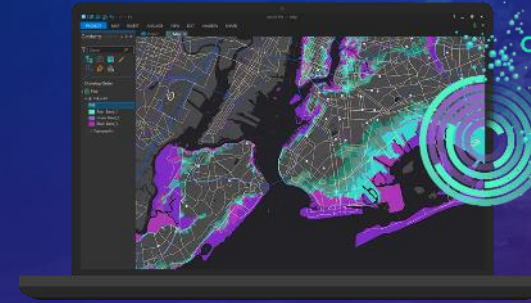
Staff deploy solutions and configure their own analytics using COTS applications in GIS
Staff can build their own information products as needed

Promote the use of analytical tools in the platform to identify trends and patterns and make predictions
Proactive response to issues before they become emergencies.
Plan work in an intuitive way rather than random assignment

Implement Indoors as the System of Record for facilities
Consistent data quality to preserve institutional knowledge and allow for CityWorks expansion into facility assets.

Solutions Needed

- Integration of Cityworks w/ArcGIS
 - Enterprise GIS foundation
 - Develop information products to best leverage data
- Public Works housed GIS
 - IT maintains hardware, GIS Coordinator administers the site and data
 - All staff have access and capabilities
- Public Works-focused transparency hub w/capital project plans
- Field crew management solution
 - Minimize duplication
 - Accountability for work completed/effective planning of work
- ArcGIS Indoors for facilities management



Solutions for Pontiac DPW

- ArcGIS Enterprise Standard 8 cores + Staging
 - Viewer user types for all city staff
- Mobile Worker user types (Portal): 21 (Current Staff)
 - 17 (Fleets and Streets), 2 (Cemetery), 2 (Facilities)
- Creator user types (Portal): 5
 - Karina, Al, Vince, Larry, Shannon
- Esri Training + Services
 - Continue to build in-house capabilities
 - Determine pathway forward through technical advising



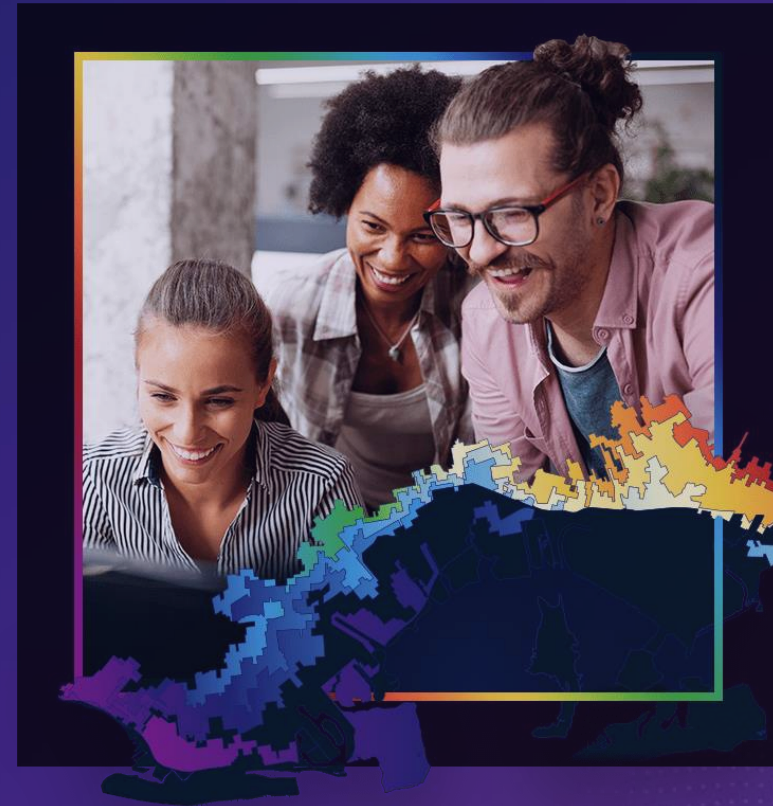
Training

- Professional development
 - Training and time to evolve from a legacy GIS to contemporary GIS
 - a modern GIS is an interconnected suite of apps, data, and capabilities that support the entire workforce
 - Esri offers unlimited E-Learning for customers on maintenance



Advantage Program

- Develop a geospatial strategy that will drive adoption of GIS across the department
- Implement projects quickly with support from industry experts
- Support from a technical advisor that will coordinate subject matter expert support, training, and ensuring your GIS is operating within best practice



Recommendations: Next Steps & Following...

- Introduction of the Esri Enterprise Agreement & Esri Advantage Program
- Establishment of an execution strategy with proper support (Esri Advantage Program)
- Provide training plans and recommendations to support and manage an Enterprise GIS
- Follow recommendations given within the Action Plan through the Advantage Program





Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/19/2023 To: 1/31/2024*

Quotation # Q-492712

Date: December 4, 2023

Customer # 724367 Contract #

City of Pontiac
Public Works
47450 Woodward Ave
Pontiac, MI 48342-5009

ATTENTION: Karina Vasquez
PHONE: 2487583608
EMAIL: kvasquez@pontiac.mi.us

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$46,700.00	\$46,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$51,700.00	\$51,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$155,100.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$155,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Joe Araiza

Email:

jaraiza@esri.com

Phone:

312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

ARAIZAJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 ArcGIS Insights in ArcGIS Enterprise
 5 ArcGIS Insights in ArcGIS Online
 50 ArcGIS Location Sharing User Type Extension (Enterprise)
 50 ArcGIS Location Sharing User Type Extension (Online)
 12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/17/2023 To: 1/31/2024*

Quotation # Q-507755

Date: December 4, 2023

Customer # 724367 Contract #

City of Pontiac
Public Works
47450 Woodward Ave
Pontiac, MI 48342-5009

ATTENTION: Allen Cooley
PHONE: 2487583600
EMAIL: acooley@pontiac.mi.us

Material	Qty	Unit Price	Total
174382	20	\$850.25	\$17,005.00
Esri Training Pass per Day			

Subtotal:	\$17,005.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$17,005.00

Training Pass pricing is discounted through the Small Government Enterprise License Agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Joe Araiza

Email:
jaraiza@esri.com

Phone:
312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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City of Pontiac
Public Works
47450 Woodward Ave
Pontiac, MI 48342-5009

ATTENTION: Allen Cooley
PHONE: 2487583600
EMAIL: acooley@pontiac.mi.us

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Joe Araiza

Email:
jaraiza@esri.com

Phone:
312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

ARAIZA

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#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Shannon Filarecki, Acting City Engineer
Zachary Haapala, Assistant to the Acting City Engineer

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 30, 2024

RE: Golf and Bagley Mill & Resurface Construction (MDOT, WRC & HRC Agreements)

The project consists of work located on Golf Drive from Old Telegraph to Bagley Street, roughly 1.24 miles, as well as work located on Bagley Street from Golf Drive to Orchard Lake Road, roughly 1.05 miles. Work consists of hot mix asphalt and concrete cold milling, curb and gutter, sidewalk, signal modernization, paving, storm sewer and drainage, guardrail, permanent signing and pavement markings.

This is a local agency project that includes a 3-year HMA (hot mix asphalt) warranty. Payment and funding will be handled by Michigan Department of Transportation ("MDOT"), with contributions required from MDOT, WRC and The City of Pontiac.

Oakland County Water Resources Commission ("OCWRC") has identified sanitary sewer improvements to be done along Bagley Street in conjunction with MDOT's scope of work. The City of Pontiac will enter into a separate contract agreement with OCWRC for this work.

The MDOT advertised for construction bids with Bid Letting concluding in late 2023. Below is the low bid cost breakdown per participating parties of the project.

Participating Entities Contributions			
MDOT	City of Pontiac	OCWRC	Total
\$4,119,290	\$1,913,621	\$4,437,700	\$10,470,611

Funding for this work is identified in the 2023-24 Major Road Fund under GL 202-463-974-074. Since MDOT will be managing the funds for the project, the City needs to enter into an agreement

with the MDOT before they can award the project. Attached, please find the standard contract and agreement provisions prepared by MDOT.

A third contract will be entered into agreement with HRC for Construction Engineering Services, costs of which were not factored into the contract agreement between MDOT and the City of Pontiac.

Total cost of **Constructing Engineering Services** to amount to **\$1,576,292.80**. Details provided in the *HRC Golf & Bagley Proposal 20210044* supporting document.

Funding for this work is identified in the 2023-24 Major Road Fund under GL 202-463-806.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO ENTER INTO CONTRACTS WITH MDOT, THE OAKLAND COUNTY WATER RESOURCES COMMISSION AND HUBBELL ROTH & CLARK ENGINEERING FOR GOLF DRIVE AND BAGLEY STREET IMPROVEMENTS.

- WHEREAS,** The City of Pontiac has determined the need to improve Golf Drive from Old Telegraph Road to Bagley Street and Bagley Street from Golf Drive to Orchard Lake Road and,
- WHEREAS,** Oakland County Water Resources Commission has identified sanitary sewer improvements to be done along Bagley Street and,
- WHEREAS,** the City of Pontiac will enter into a contract agreement with OCWRC for said sanitary sewer improvements,
- WHEREAS,** the City of Pontiac has requested that MDOT administer the contract and funding for the above said project and,
- WHEREAS,** The MDOT requires the establishment of a contract between the City of Pontiac and MDOT prior to awarding bids,
- WHEREAS,** the City of Pontiac will enter into a contract agreement with HRC for Construction Engineering services for the MDOT Contract scope of work,

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council authorizes the Mayor or his Designee to execute a contract with the MICHIGAN DEPARTMENT OF

TRANSPORTATION (**MDOT**) for an amount not to exceed \$4,119,290 related to **CONTRACT No. 23-5431**, Control Sections **VRU/EAR 63000**; Job Numbers **214217CON**, **215971CON**, **219141CON** & **219142CON**.

BE IT RESOLVED that the Pontiac City Council authorizes the Mayor or his Designee to execute a contract with the OAKLAND COUNTY WATER RESOURCES COMMISSION ("**OCWRC**") for an amount not to exceed \$4,437,700 related to **CONTRACT No. 63000-214217**.

BE IT ALSO RESOLVED that the funding source for the City of Pontiac, MDOT and OCWRC will be the Major Road Fund under GL 202-463-974-074.

BE IT FURTHER RESOLVED that the Pontiac City Council authorizes the Mayor or his Designee to enter into a contract with HUBBELL ROTH & CLARK ENGINEERING ("**HRC**") for an amount not to exceed \$1,576,293 for engineering services related the Golf and Bagley project which will be known as **CONTRACT No. 20210044** from Major Road Fund GL 202-463-806.



HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

555 Hulet Drive
Bloomfield Hills, MI 48302-0360

248-454-6300

www.hrcengr.com



January 12, 2024

City of Pontiac
Department of Public Works and Utilities
47450 Woodward Ave
Pontiac, Michigan 48341

Attn: Ms. Shannon Filarecki, P.E., Acting City Engineer

Re: Proposal for Construction Engineering Services
Golf Drive: Old Telegraph to Bagley
Bagley Street: South Blvd. to Clinton River Trail

HRC Job No. 20210044

Dear Ms. Filarecki:

In accordance with your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal to provide full Construction Engineering services for the rehabilitation of Golf Drive from Old S. Telegraph Road to Bagley Street/South Blvd. and the reconstruction of Bagley Street from South Blvd. to Orchard Lake Road. The project includes bike facilities, drainage improvements, widening the road, sidewalk repairs, signal modernizations and sanitary improvements. The scope of work includes full-time inspection by two or three of HRC's observation staff, material testing and mast arm factory inspections by SME.

HRC's scope of Construction Engineering Services has been modified and reduced from the previous version dated October 25, 2023. Since that time HRC has reviewed the proposed sanitary sewer work and the CE services that will now be provided by either HRC (on behalf of and under a separate contract with WRC) or by WRC staff. This work was limited to work involved and associated only with the construction and testing for the utility and does not include the MDOT required Field Manager format daily inspection reports, reporting for materials, wages, documentation, tracking of quantities, and other tasks that are required by MDOT but not typical for WRC funded projects. This revised cost includes this potential scope to ensure the City is preparing and providing all required information and data to MDOT and not jeopardizing the federal funding. As the primary contractual party with MDOT, this responsibility is ultimately the City's. Therefore HRC's services include these tasks and requirements.

HRC's scope of work is as follows. The tasks below are also included in the estimated hours and costs shown on the spreadsheet summary.

Key Assumptions:

HRC's scope of work is based on the following:

- Schedule – As proposed in the specifications with the project substantially complete and open to traffic by November 1, 2024. Minor punch list and cleanup in the spring of 2025 is included. Should the project construction be extended into the winter or spring 2025, HRC will review the scope and costs to determine if any amendment request is warranted. Often times the original scope can cover extensions of time and unanticipated work, but this will be better know once construction has progressed into the summer and fall.
- Staff –
 - HRC has estimated approximately 12 months of full-time observation for two observers with approximately 50 weeks of 60 hours/week. We anticipate one full time observer on underground utility work and one full time observer on all road work starting in January. The scope has been reduced to

account for WRC being responsible for on-site inspection of the sanitary sewer and documentation required for construction per WRC requirements. We included a third full time observer, if required, during the main construction months of April through November.

- HRC has included an allowance for additional observers, who would only be utilized when the contractor deploys more than the two crews anticipated.
- The project will be administered in accordance with MDOT LAP Guidelines.

Contract Administration

HRC will provide complete construction contract administration including the preparation of regular pay applications, meeting minutes and engineering oversight. This also includes MDOT office technician / clerk efforts throughout the project. HRC will utilize field manager to track reports and quantities. HRC's Office Tech will be responsible for wage reviews and other required MDOT LAP processes required for successful project close out and closing audit/review by MDOT.

Construction Engineering / Record Drawings

HRC will attend regular progress meetings and provide additional design support as needed during the project. HRC's design staff will attend progress meetings and prepare additional designs that may be necessary during construction. HRC will also prepare record drawings (as-builts) in AutoCAD upon completion of the Project, if applicable. HRC has not included record drawings for WRC's sanitary sewer, as that has been accounted for by WRC.

Construction Layout / Staking

HRC will provide construction staking as required for this project. This will include layout for road and shoulders, signal poles and pedestals, ADA compliant sidewalk, path and ramps, and other related items where required.

On-Site Observation

HRC has included an experienced Senior Construction Observer to lead on-site observation. He will be supported by two additional full-time observers and other staff, as deemed necessary due to the Contractor's schedule and work.

Materials Testing

HRC will provide complete materials testing for the project and provide reports to the City and follow MDOT's requirements and procedures. HRC anticipates concrete and asphalt testing will be required.

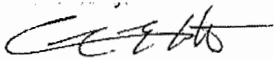
Fee:

As summarized in the attached Exhibit A, HRC proposes to complete these Construction Engineering Services for a not to exceed fee of **\$1,241,708.80**. This will be billed in accordance with HRC's current City contract on a monthly time and material basis.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Charles E. Hart, P.E.
Vice President

LFM/lfm

pc: HRC; B. Davies, C. Bauer, file

Accepted By:

CITY OF PONTIAC

Signature: _____

Written Name: _____

Date: _____

Exhibit A
City of Pontiac
Hours / Costs for Construction Engineering Services - January 12, 2024 Rev
Golf Drive and Bagley Street

Task Description	Principal	Project Const Engineer	PM	Staff Engineer	Const Supervisor	Sr. Const Observer	Const Observer I	Survey Party Chief	Survey Instr. Person	Testing Eng	Super. Lab Testing	Testing Tech I	Office Tech	Total By Task
Contract Administration	80	400	120	180	40									820
Construction Engineering / Record Dwgs	80	350	120	200	40			160	160					1,110
Const Layout / Staking	16	40	16	40	80	40	40	800	800					1,872
On-Site Observation	16	40	16	20	1200	2700	1040							5,032
Materials Testing	10	80								200	400	400	500	1,590
Total Hours by Classification	202	910	272	440	1360	2740	1080	960	960	200	400	400	500	10,424

EXHIBIT A
City of Pontiac
Hours / Costs for Construction Engineering Services - January 12, 2024 Rev
Golf Drive and Bagley Street

	Hours	Billable Rate	Cost
Principal, Charles Hart	202	\$ 150.00	\$ 30,300.00
Project Const Eng / Associate, Robert DeFrain	910	\$ 195.00	\$ 177,450.00
Proj Mgr, Lia Michaels	272	\$ 141.90	\$ 38,596.80
Staff Engineer, Chris Bauer	440	\$ 117.90	\$ 51,876.00
Survey Party Chief, Timothy Spicer	960	\$ 102.90	\$ 98,784.00
Survey Instrument Person, James Hadden	960	\$ 92.10	\$ 88,416.00
Construction Supervisor, Warren Kelley	1360	\$ 127.20	\$ 172,992.00
Sr. Construction Observer, Thomas Hebert	2740	\$ 96.90	\$ 265,506.00
OT	1040	\$ 48.45	\$ 50,388.00
Construction Observer I, John Gillis	1080	\$ 66.00	\$ 71,280.00
OT	1040	\$ 33.00	\$ 34,320.00
Testing Engineer, Sean Walsh	200	\$ 125.70	\$ 25,140.00
Supervisor Lab. Testing, Suzanne Elliott	400	\$ 91.50	\$ 36,600.00
Testing Technician, Christopher Shuten	400	\$ 78.90	\$ 31,560.00
Office Technican, Rebecca McNulty	500	\$ 87.00	\$ 43,500.00
Sub total - Direct Hours / Labor	12504		\$ 1,216,708.80
<i>Subtotal - HRC CE Costs</i>			\$ 1,216,708.80
Mast Arm Factory Inspection & Anchor Bolt Testing - SME (Allowance)			
<i>Subtotal - SME Costs</i>			\$ 25,000.00
Total Construction Engineering Costs			\$ 1,241,708.80

VRU, HSIP, EAR

DA

Control Section	VRU 63000; EAR 63000
Job Number	214217CON; 215971CON; 219141CON; 219142CON
Project	23A0935; 23A0947; 23A1000; 23A0943
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5431

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 19, 2023, attached hereto and made a part hereof:

PART A – VRU 63000; JOB #214217CON; FEDERAL PARTICIPATION

Hot mix asphalt shoulders along Golf Drive from Old Telegraph Road to Bagley Street, including earthwork, aggregate base and shoulders, concrete sidewalk, curb ramp, permanent signing, reflective sheeting on sign posts and pavement markings; and all together with necessary related work.

PART B – VRU 63000; JOB #215971CON; FEDERAL PARTICIPATION

Hot mix asphalt shared use path along Bagley Street from Golf Drive to Orchard Lake Road and signal modernization along Bagley Street at Golf Drive/South Boulevard, including tree trimming and removal, earthwork, aggregate base, countdown pedestrian signals and pushbuttons, hemispherical video detection, mast arms, illuminated street name signs and backplates; and all together with necessary related work.

PART C – EAR 63000; JOB #219141CON; FEDERAL PARTICIPATION

Hot mix asphalt and concrete cold milling, concrete base repairs, curb and gutter, curb ramps, sidewalk, hot mix asphalt paving, storm sewer and drainage along Bagley Street from Golf Drive to Orchard Lake Road, including earthwork, aggregate base, guardrail, permanent signing and pavement markings; and all together with necessary related work.

PART D – EAR 63000; JOB #219141CON; NO FEDERAL PARTICIPATION

Sanitary sewer and irrigation along the limits as described in PART C; and all together with necessary related work.

PART E – EAR 63000; JOB #219142CON; FEDERAL PARTICIPATION

Hot mix asphalt and concrete cold milling, concrete base repairs, curb and gutter, curb ramps, sidewalk, hot mix asphalt paving, storm sewer and drainage along Golf Drive from Old Telegraph Road to Bagley Street, including earthwork, aggregate base, guardrail, lighting, permanent signing and pavement markings; and all together with necessary related work.

PART F – EAR 63000; JOB #219142CON; NO FEDERAL PARTICIPATION

Hydrant relocation and irrigation along the limits as described in PART E; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

EARMARK
HIGHWAY SAFETY IMPROVEMENT PROGRAM
VULNERABLE ROAD USERS

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Vulnerable Road User Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$383,268, or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid

by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

Federal Vulnerable Road Users Funds in combination with Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART B portion of the PROJECT COST up to the lesser of: (1) \$552,731.40, or (2) an amount such that 90 percent, the normal Federal participation ratio for such funds, for the PART B portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Vulnerable Road Users Funds limited to \$312,079 and used first. The balance of the PART B portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART C

Federal Earmark Funds shall be applied to the eligible items of the PART C portion of the PROJECT COST up to the lesser of: (1) \$1,600,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART C portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART C portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART D

The PART D portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART E

Federal Earmark Funds shall be applied to the eligible items of the PART E portion of the PROJECT COST up to the lesser of: (1) \$1,600,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART E portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART E portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART F

The PART F portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the

remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as

the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:

December 19, 2023

EXHIBIT I

CONTROL SECTION VRU 63000; EAR 63000
JOB NUMBER 214217CON; 215971CON; 219141CON; 219142CON
PROJECT 23A0935; 23A0947; 23A1000; 23A0943

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>PART D</u>	<u>PART E</u>	<u>PART F</u>	<u>TOTAL</u>
Estimated Cost	\$466,627	\$595,580	\$2,819,854	\$4,437,700	\$2,137,016	\$ 13,834	\$10,470,611

COST PARTICIPATION

GRAND TOTAL							
ESTIMATED COST	\$466,627	\$595,580	\$2,819,854	\$4,437,700	\$2,137,016	\$ 13,834	\$10,470,611
Less Federal Funds*	<u>\$383,268</u>	<u>\$536,022</u>	<u>\$1,600,000</u>	<u>\$ 0</u>	<u>\$1,600,000</u>	<u>\$ 0</u>	<u>\$ 4,119,290</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 83,359	\$ 59,558	\$1,219,854	\$4,437,700	\$ 537,016	\$ 13,834	\$ 6,351,321

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

09/06/90 STPLS.FOR 12/19/23

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments-Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. 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 hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

COST REIMBURSEMENT AGREEMENT

CONSTRUCTION

Bagley Street Sewer Rehabilitation
City of Pontiac
Contract ID: 63000-214217

THIS AGREEMENT made and entered into this 12th day of January 2024, by and between the CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan 48342 (hereinafter referred to as “PONTIAC”), and the COUNTY OF OAKLAND, a Michigan constitutional and municipal corporation, whose address is 1200 North Telegraph Road, Michigan 48341, by and through its WATER RESOURCES COMMISSIONER, as the county agency acting pursuant to Act No. 342, of the Public Acts of Michigan, 1939, as amended (hereinafter referred to as “OCWRC”), provides as follows:

WHEREAS, PONTIAC and the OCWRC, in cooperation with each other, have undertaken a project, which will be managed by PONTIAC, to replace sections of sanitary sewer and appurtenances and thereafter resurface the road at Bagley Street in the City of Pontiac, hereafter all together referred to as the “Project”, as identified in *Exhibit 2*. The sanitary sewer system is owned by the County of Oakland, operated by the OCWRC, and within the jurisdiction of the City of Pontiac, and;

WHEREAS, the construction costs associated with the sanitary sewer improvements will be funded by OCWRC. PONTIAC will bill OCWRC identified “non-participating” costs related to the replacement of the sanitary sewer and associated appurtenances, as identified in *Exhibit 2*. PONTIAC is responsible for all construction costs unless otherwise documented in this agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with all applicable laws, it is hereby agreed between PONTIAC and the OCWRC, as follows:

1. Under the direction of PONTIAC, OCWRC, through its consultant, shall forthwith undertake and complete its portion of the Project, as described above and identified in *Exhibit 2* and shall

perform or cause to be performed all preliminary engineering, construction engineering, and administration in reference thereto by Hubbell, Roth, & Clark, Inc.

2. The sanitary sewer and appurtenances to be replaced, as indicated on the summary of Project costs identified in *Exhibit 1* and the map attached as *Exhibit 2*, are located within the City of Pontiac but are owned by the County of Oakland and the costs associated with the project will be paid through sale of Bonds or other available sanitary sewer system funds.
3. PONTIAC will bill “non-participating” Project costs, which are identified in *Exhibit 1*. The shared overhead costs listed as Lump Sum unit costs will be prorated as 65% “participating” and 35% “non-participating.” These items include the following:
 - a. Mobilization, Max
 - b. Minor Traf Devices
 - c. Traf Regulator Control
4. Once the project is awarded, PONTIAC will immediately notify the OCWRC of the amount due in writing. It is understood that PONTIAC will bill the OCWRC monthly as the work progresses. OCWRC’s costs will be paid within thirty (30) days upon receipt of monthly invoices from PONTIAC.
5. The costs associated with restoration of the road and right-of-way will be paid for by PONTIAC unless specifically identified in the proposal and engineering drawings as shown in *Exhibit 2*.
6. The percentages for “non-participating” costs between PONTIAC and OCWRC will be trued up at the end of the Project based on actual as-build quantities and related costs. Any extra excess funds that PONTIAC has on hand at the end of the Project’s completion will be returned to OCWRC and any extra costs for OCWRC’s “non-participating” share will be billed by PONTIAC and paid within thirty (30) days by OCWRC after the review and approval of said costs by OCWRC’s staff.

7. PONTIAC will ensure that Oakland County will be named as an additionally insured party by the contractor's insurance policy and that Oakland County is equitably protected by the terms and conditions with all related construction contracts and Surety Bonds for the project.
8. Each Party shall be responsible for any claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
9. Except as provided in this Agreement, in any claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
10. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any claim.
11. No permit, inspection or other fees related to the sanitary sewer work will be required from OCWRC or PONTIAC.
12. Any additional work required beyond the scope of this contract must be submitted to OCWRC in writing and approved by OCWRC's engineer before work is commenced.
13. OCWRC will provide its own inspection for the sanitary sewer work.
14. OCWRC will be responsible for procurement of easements, if any, and related costs in association with sanitary sewer work only.
15. No material testing fees will be allocated to OCWRC except for sanitary sewer related work.
16. OCWRC and PONTIAC will share emergency contact lists of key staff for the Project.
17. OCWRC will have forty-eight (48) hours' notice for any needed inspection services and to attend any meetings for the Project and preconstruction.

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

CITY OF PONTIAC, a Michigan municipal
corporation

By: _____
Tim Greimel, Mayor

OAKLAND COUNTY, a Michigan constitutional and
municipal corporation

By: _____
Jim Nash, Water Resources Commissioner
County Agent

OCWRC CONTRACT EXHIBIT 1

Engineer's Opinion of Costs

Project Number: 219141
Estimate Number: 1: Part D
Project Type: Miscellaneous
Location: Bagley Street
Description:

Project Engineer: Chris Bauer, PE
Date Created: 12/18/2023
Date Edited: 12/18/2023
Fed/State #:
Fed Item:
Control Section:

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
Category: 0005 Non-Participating Sanitary Sewer						
0001	1100001	Mobilization, Max	0.350	LSUM	\$945,500.00	\$330,925.00
0002	2050148	Flowable Fill, Non-Structural	3.000	Cyd	\$190.12	\$570.36
0003	4021235	Sewer Bulkhead, 27 inch	2.000	Ea	\$323.20	\$646.40
0004	4027001	_ Video Taping San Sewer Pipe, Modified	3,465.000	Ft	\$1.25	\$4,331.25
0005	4027021	_ Sanitary Trench Undercut and Backfill, Modified	1,100.000	Cyd	\$55.78	\$61,358.00
0006	7047051	_ Temp Earth Restraint Systems, Modified	1.000	LSUM	\$40,000.00	\$40,000.00
0007	7047051	_ Vibration Monitoring, Modified	1.000	LSUM	\$25,000.00	\$25,000.00
0008	7050002	Pile Driving Equipment, Furn	1.000	LSUM	\$526,142.93	\$526,142.93
0009	7057001	_ Pile, Steel Pipe, Furn and Driven, 10 inch, Modified	8,600.000	Ft	\$65.53	\$563,558.00
0010	7057050	_ Test Pile, Dynamic Analysis	3.000	Ea	\$2,000.00	\$6,000.00
0011	7057050	_ Test Pile, Furn Dynamic Analysis Equipment	3.000	Ea	\$2,000.00	\$6,000.00
0012	8080007	Fence, Protective	1,500.000	Ft	\$9.25	\$13,875.00
0013	8120170	Minor Traf Devices	0.350	LSUM	\$277,523.22	\$97,133.13
0014	8120370	Traf Regulator Control	0.350	LSUM	\$260,937.91	\$91,328.27
0015	8252072	Sanitary Structure, 48 inch dia	4.000	Ea	\$10,005.39	\$40,021.56
0016	8252073	Sanitary Structure, 60 inch dia	1.000	Ea	\$11,476.44	\$11,476.44
0017	8252080	Sanitary Structure, Add Depth of 48 inch dia, 8 foot to 15 foot	24.200	Ft	\$0.01	\$0.24
0018	8252081	Sanitary Structure, Add Depth of 60 inch dia, 8 foot to 15 foot	5.000	Ft	\$0.01	\$0.05
0019	8252089	Sanitary Structure, Add Depth of 48 inch dia, more than 15 foot	1.800	Ft	\$0.01	\$0.02
0020	8252105	Sanitary Structure, Rem	4.000	Ea	\$358.47	\$1,433.88
0021	8257001	_ Dewatering System, Sanitary Sewer Trench, Modified	1,020.000	Ft	\$0.01	\$10.20

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0022	8257001	_ San Sewer Rehab, CIPP Lining, 20 inch, Modified	887.000	Ft	\$150.00	\$133,050.00
0023	8257001	_ San Sewer Rehab, CIPP Lining, 22 inch, Modified	929.000	Ft	\$175.00	\$162,575.00
0024	8257001	_ San Sewer Rehab, CIPP Lining, 24 inch, Modified	464.000	Ft	\$200.00	\$92,800.00
0025	8257001	_ San Sewer Rehab, Pre-Lining Preparation Cleaning, 20 inch, Modified	887.000	Ft	\$10.00	\$8,870.00
0026	8257001	_ San Sewer Rehab, Pre-Lining Preparation Cleaning, 22 inch, Modified	929.000	Ft	\$10.00	\$9,290.00
0027	8257001	_ San Sewer Rehab, Pre-Lining Preparation Cleaning, 24 inch, Modified	464.000	Ft	\$10.00	\$4,640.00
0028	8257001	_ San Structure, Rehab, MH Spray Lining, Modified	251.500	Ft	\$350.00	\$88,025.00
0029	8257001	_ Sanitary Sewer, DI, 24 inch, Pile Supported, Modified	822.000	Ft	\$1,831.67	\$1,505,632.74
0030	8257001	_ Sanitary Sewer, RCP CL IV, 15 inch, Tr Det B2, Modified	14.000	Ft	\$434.44	\$6,082.16
0031	8257001	_ Sanitary Sewer, RCP, CL IV, 21 inch, Tr Det B2, Modified	80.000	Ft	\$449.09	\$35,927.20
0032	8257001	_ Sanitary Sewer, RCP, CL IV, 24 inch, Tr Det B2, Modified	111.000	Ft	\$459.92	\$51,051.12
0033	8257001	_ Sanitary Sewer, Serv Lead, PVC SDR23.5, 6 inch, Modified	30.000	Ft	\$126.61	\$3,798.30
0034	8257050	_ San Sewer Rehab, Heavy Cleaning per Crew Hour, Modified	44.000	Ea	\$500.00	\$22,000.00
0035	8257050	_ San Sewer Rehab, Joint Grouting Set-up, Modified	7.000	Ea	\$2,500.00	\$17,500.00
0036	8257050	_ San Sewer Rehab, Joint Grouting, Modified	50.000	Ea	\$750.00	\$37,500.00
0037	8257050	_ San Sewer Rehab, Mechanical Mineral Deposit Removal, Modified	7.000	Ea	\$100.00	\$700.00
0038	8257050	_ San Sewer Rehab, Mechanical Protruding Service Lead Removal, Modified	2.000	Ea	\$200.00	\$400.00
0039	8257050	_ San Sewer Rehab, Mechanical Root Removal, Modified	16.000	Ea	\$75.00	\$1,200.00
0040	8257050	_ Sanitary Sewer, Conc Collar Connection, Modified	6.000	Ea	\$1,522.17	\$9,133.02
0041	8257050	_ Sanitary Sewer, Serv Lead, Connection, 6 inch, Modified	2.000	Ea	\$1,676.01	\$3,352.02
0042	8257050	_ Sanitary Structure Cover, Type Q, Modified	6.000	Ea	\$1,018.23	\$6,109.38
0043	8257050	_ Sanitary Structure, Conc Base, Pile Supported, Modified	4.000	Ea	\$12,696.60	\$50,786.40
0044	8257050	_ Storm Drain Structure, Rem, Modified	1.000	Ea	\$358.46	\$358.46
0045	8257051	_ San Sewer Bypass Pumping, Daily Operation, Modified	1.000	LSUM	\$235,908.00	\$235,908.00

Line	Pay Item	Description	Quantity	Units	Unit Price	Total
0046	8257051	_ San Sewer Bypass Pumping, Set-up and Breakdown, Modified	1.000	LSUM	\$41,126.59	\$41,126.59
0047	8257051	_ San Structure, Spec Pumping MH over Ex Sewer, Modified	1.000	LSUM	\$76,361.53	\$76,361.53
Category 0005 Total: \$4,423,987.65						
Estimate Total: \$4,423,987.65						

ALL WORK RELATED TO SATISFYING SAME REQUIREMENTS AND CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH CHANDLER COUNTY WATER RESERVE DEVELOPER SPECIFICATIONS AND REQUIREMENTS.

THE MINIMUM DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION ARE CONSIDERED TO BE SUPERSEDED BY THE SPECIAL PROVISIONS, SUPPLEMENTAL SPECIFICATIONS, AND PERMIT REQUIREMENTS WHERE DIFFERENCES EXIST.

THE CONTRACTOR SHALL CONDUCT OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER DISTURBANCES WHILE PERFORMING ANY CONSTRUCTION OPERATIONS UNDER THIS CONTRACT. COSTS TO BE ASSESSED IN THE RESPECTIVE TIME OF WORK.

LIST OF CONTACTS SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND THE CONTRACTOR SHALL NOTIFY ALL CONTACTS 72 HOURS IN ADVANCE OF PROPOSED WORK.

THE CONTRACTOR SHALL, BEFORE EACH DAYS WORK, OR WHEN MOVING TO A NEW AREA OF WORK, DETERMINE AND NOTIFY THE LOCATION OF LOCATIONS OF ALL UTILITIES IN THE AREA. IF LOCATION STUDIES HAVE BEEN WORKED ON, DO NOT APPEAR CORRECT, THE CONTRACTOR SHALL NOT EXCAVATE UNTIL ALL UTILITIES HAVE HAD AN OPPORTUNITY TO CHECK OR RESTORE THEIR LOCATIONS. ANY DELAYS INCURRED DUE TO THE CHECKING OR RESTORING OF UTILITIES SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION.

PLAN DIMENSIONS AND MEASUREMENTS ARE BASED ON TOPOGRAHIC SURVEY PREPARED BY HFC IN JANUARY 2022 IN THE ROAD RIGHT-OF-WAY. CERTAIN FEATURES AND OBSERVATIONS ON PRIVATE PROPERTIES HAVE BEEN INFERRRED FROM AERIAL PHOTOGRAPHY, AERIAL DATA AND VISUAL OBSERVATIONS. INTENT OF PROJECT IS TO MATCH EXISTING GRADES WHERE PRACTICABLE.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF MONTICELLO, IDAHO AND RIVERSIDE, CALIF. CAN NOT BE HELD RESPONSIBLE FOR ANY OMISSION OR VARIATIONS FROM THE LOCATIONS PERTAINING TO ACTS OF THE FBI OF THE FBI IN CONNECTION WITH THIS CONTRACT. NOTICE SHALL BE GIVEN TO THE CITY OF MONTICELLO, IDAHO AND RIVERSIDE, CALIF. THAT THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF MONTICELLO, IDAHO AND RIVERSIDE, CALIF. CAN NOT BE HELD RESPONSIBLE FOR ANY OMISSION OR VARIATIONS FROM THE LOCATIONS PERTAINING TO ACTS OF THE FBI OF THE FBI IN CONNECTION WITH THIS CONTRACT. PHONE (800) 422-7741 OR (208) 833-7741.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHANGE TO THE PROPERTY BEFORE THE LIMITS OF CONSTRUCTION INCLUDING EXISTING RECORDS, LAND, TRAILS, SHADERS AND ANY AREAS AFFECTED BY IMPACTS OF CONSTRUCTION SUCH AS EXCESSIVE EROSION DUE TO ELEVATION TO SPRINKLER SYSTEM, UNCONTROLLED DIRT, DUST AND OTHERS COLLECTION, INSUFFICIENT WATERSHED IMPACTS, ETC.

CONTRACTOR TO SUBMIT DETAILED CONSTRUCTION SEQUENCE AND PROGRESS SCHEDULE AT THE PRE-CONSTRUCTION MEETING WITH ALL CHANGES TO PROPOSED SCHEDULE OF WORK PROPOSED OR WORK PROPOSED TO OCCUR CONCURRENTLY WITH OTHER TYPES OF WORK.

THE OWNER WILL PROVIDE LOCATIONS, REFERENCE LINES AND GRADES FOR THE PRINCIPLE FEATURES OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINED MEASUREMENTS AND LAYOUT NECESSARY FOR CONSTRUCTION OF THE WORK, INCLUDING BUT NOT LIMITED TO, PILES, STRUCTURAL, SUPPORT ELEMENTS, AND TEMPORARY ELEMENTS NEEDED TO COMPLETE THE PRINCIPLE WORK.

THE CONTRACTOR SHALL INFORM THE OWNER OF ANY DISCREPANCIES OBSERVED IN DIMENSION AND ELEVATIONS RELATED TO THE WORK AND SURROUNDING FEATURES. NOTICE SHALL ALLOW FOR A REASONABLE AMOUNT OF TIME FOR THE OWNER TO REVIEW AND MAKE ADJUSTMENTS TO THE DESIGN, IF DETERMINED TO BE NECESSARY.

PERMITS

BAILEY STREET IS UNDER THE JURISDICTION OF CITY OF PONTIAC AND ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY'S PERMIT CONDITIONS.

CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL PERMIT FEES.

CONTRACTOR IS RESPONSIBLE FOR PROVIDING BONDS AND REQUIRED INSURANCE DOCUMENTATION AS DESCRIBED ON THE FORMS.

CONTRACTOR IS RESPONSIBLE FOR NOTIFYING CDOP, AND THE CITY OF FONTANA, 48 HOURS PRIOR TO BEGINNING WORK.

COORDINATE WORK WITH ALL PUBLIC AND PRIVATE UTILITY OWNERS THAT ARE PRESENT IN THE CONSTRUCTION INFLUENCE AREA. CONTRACTOR IS RESPONSIBLE TO CALL MISS-OF AND NOTIFY ALL UTILITIES IN THE FIELD PRIOR TO BEGINNING EXCAVATION. THIS MAY INCLUDE EXPLORATORY DIGGING PRIOR TO EXCAVATION.

ALL WORK SHALL BE COMPLETED WITHIN THE LIMITS OF THE EXISTING ROW AND DESIGNATED EASEMENTS. THE CONTRACTOR

SHALL USE ANY NECESSARY TEMPORARY SUPPORTS AND BRACINGS TO CONFINE THE EXCAVATIONS AND WORK AREA TO THE AUTHORIZED LIMITS. THE CONTRACTOR MAY MAKE THEIR OWN ARRANGEMENTS WITH PRIVATE PROPERTY OWNERS FOR STAGING/STORAGE AT NO ADDITIONAL CONTRACT COST. CONTRACTOR IS REQUIRED TO PROVIDE THEIR STAGING/STORAGE PLAN AS A SUBMITTAL FOR REVIEW PRIOR TO MOBILIZATION.

EXCAVATION UNITS ARE ESTIMATED AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY; THE CONTRACTOR SHALL DETERMINE THE ACTUAL LOCATIONS AND DIMENSIONS NEEDED TO COMPLETE THE WORK. CONTRACTOR IS RESPONSIBLE FOR DESIGN OF TEMPORARY SHORING/BRACING FOR EXCAVATIONS, AND SHALL CONSIDER ALL POSSIBLE LOADING CONDITIONS, INCLUDING THRUST FORCES FROM HEAVY WATER UTILITIES. TRAFFIC AND CONTRACTOR-RELATED UNIT LOADS, AND THOSE GENERATED BY THE CONTRACTOR'S OPERATION, ALL COSTS ASSOCIATED WITH TEMPORARY SHORING/BRACING OF EXCAVATIONS SHALL BE INCLUDED IN THE UNIT PRICE FOR EACH UNIT OF TEMPORARY EARTH RESTRAINT SYSTEMS (TERS) OR IN THE RESPECTIVE UNIT PRICES FOR THE WORK. PROVIDE AND MAINTAIN ALL NECESSARY SHUTTING, BRACING, ETC.

ALL EXCAVATIONS FOR STRUCTURES OR TEMPORARY PILING ON THIS PROJECT SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL MEETING REQUIREMENTS OF MOST CLASS R, 1A, 1B, OR 1C AS NOTED IN THE DETAILS AND SECTIONS, REGARDLESS OF LOCATION WITH RESPECT TO THE ROADWAY PAVEMENT.

ALL CONSTRUCTION METHODS SHALL ADHERE TO THE TYPICAL DOWNS STANDARD DETAILS AND SPECIFICATIONS UNLESS EXPLICITLY NOTED OTHERWISE ON THIS PLAN SET OR IN THE CONTRACT DOCUMENTS.

CONSTRUCTION WORK SHALL COME ONCE BETWEEN THE HOURS OF 7:00 AM TO 7:00 PM, MONDAY THRU SATURDAY AND 10:00 AM TO 7:00 PM ON SUNDAY UNLESS PERMISSION IS OBTAINED OTHERWISE BY THE CITY OF PONTIAC. REFER TO THE PROGRESS CLAUSE FOR ADDITIONAL INFORMATION.

DEWATERING WILL BE NECESSARY DURING CONSTRUCTION. REFER TO THE PROJECT GEOTECHNICAL REPORT COMPLETED BY GE CONSULTANTS FOR MORE INFORMATION. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF THE SUBSURFACE SOIL AND SUBSEQUENT CONDITIONS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION, AND SHALL PROVIDE THE NECESSARY EQUIPMENT AND MANPOWER TO COMPLETE THE WORK UNDER DEWATERING WITHIN EXCAVATIONS THROUGH USE OF SLUIMS AND PORTABLE PUMPS. WILL NOT BE PAID FOR SEPARATELY. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE UNIT PRICES SET FOR SANITARY TRUNK DEWATERING SEWER SYSTEM, NEW SEWER OR SEWER REPAIR PAY ITEMS AS REQUIRED.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PROPER DISPOSAL OF REMOVALS IN ACCORDANCE WITH LOCAL, COUNTY, STATE AND FEDERAL REGULATION.

SKIDSTEERING FOR ALL SENIOR PRINCIPAL OPERATION IS REQUIRED AND IT WILL NOT BE PAID FOR SEPARATELY, AND COSTS SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE RESPECTIVE ITEMS.

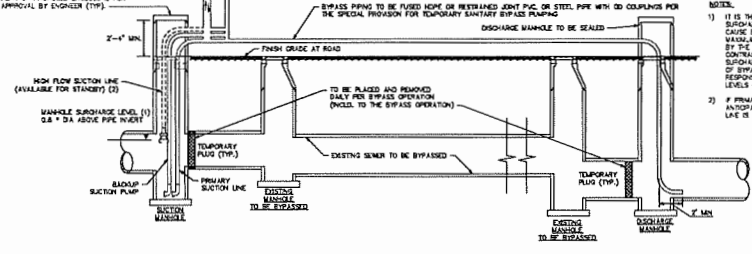
ADDITIONAL COMPENSATION WILL NOT BE MADE FOR UNOCCUPANTS DUE TO CONTRACTOR FAILURE TO PROTECT OPEN GRADE.

UNSPECIFICALLY AS DIRECTED QUANTITIES (P219141) C/10015		
ITEM	QTY	UNIT
Sanitary Trench Underlaid and Backfill Modified	1120	Cyl
Detaining System, Sanitary Sewer Modified	1120	Cyl
San Sewer Pumps, Heavy Dewatering Per Crew hrs. Modified	44	Est
San Sewer Pumps, Mechanical Root Removal Modified	18	Est
San Sewer Pumps, Joint Grouting Setup, Modified	7	Est
San Sewer Pumps, Joint Grouting Modified	50	Est
Fence Protection	1120	Cyl
Temp Erosion Restrict Systems Modified	1	Learn
San Sewer Bypass Pumping, Setup and Breakdown, Modified	1	Learn
San Sewer Bypass Pumping, Daily Operation Modified	1	Learn

NOTES:
 QUANTITIES QUOTED AS SHOWN ARE APPROXIMATE, CONTRACTOR SHALL BE PAID IN FULL FOR ACTUAL REQUIRED AS-CONSTRUCTED

[illegible]

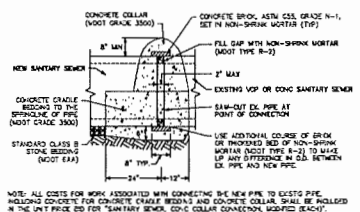
PROVIDE SEALED AND PROTECTED ENCLOSURE
FOR EACH SUCTION AND DISCHARGE MANHOLE
FOR GORR CONTROL, AND PROTECTION OF THE
PUBLIC ENCLOSURE SHOULD BE ACCESSIBLE
TO CONTRACTORS TO MAINTAIN SUCTION AND
DISCHARGE PIPING. CONTRACTOR TO SUBMIT
PLAN OF PROPOSED ENCLOSURE FOR
TO/TION
PUMP
□ □



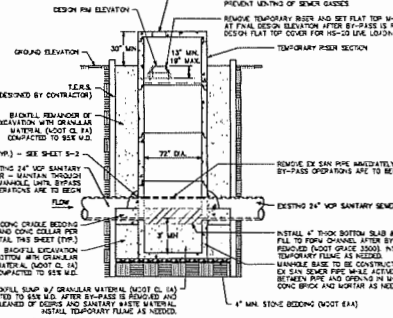
NOTE: TEMP. BY-PASS PUMPING SHALL BE INSTALLED FROM EX. MAN-HOLE UPSTREAM OF WORK AREA TO A MH DOWNSTREAM OF WORK AREA AS NECESSARY TO COMPLETE REHAB OR LINING WORK.

LONG-TERM BYPASS PUMPING TYPICAL DETAIL

10/1/88



NOTE: ALL COSTS FOR WORK ASSOCIATED WITH CONNECTING THE NEW PIPE TO EXISTG PIPE, INCLUDING CONCRETE FOR CONCRETE CRADLE BEDDING AND CONCRETE COLLAR, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR "SANITARY SEWER, CONC COLLAR CONNECTION, MODIFIED (SEACH)".



MANHOLE RISER PER WRC STANDARDS, SEE WRC STANDARD DETAIL SHEET SANITARY
SEWER DETAILS AND NOTES SHEET 1 OF 2
ALL COSTS FOR WORK ASSOCIATED WITH CONSTRUCTING THE SPECIAL PUMPING
MANHOLE, AS SHOWN IN THIS DETAIL, SHALL BE INCLUDED IN THE LUMP SUM PRICE
FOR THE "SPECIAL PUMPING MANHOLE" ITEM, UNLESS OTHERWISE NOTED.

ED JOINT PVC OR STEEL PIPE WITH OD COUPLINGS FOR
ITY BYPASS PUMPING

DISCHARGE MANHOLE TO BE SEALED

NOTES:
1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO E
SURCHARGE LEVELS IN THE SUCTON MANHOLE
CAUSE BACKUPS IN THE LOCAL SANITARY SYS
MAXIMUM SURCHARGE ELEVATIONS HAVE BEEN

NOTES:


- 1) IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE SURFACE LEVELS IN THE SUCTON MAINLINE CAUSE BACKUPS IN THE LOCAL SANITARY MAINS. MAXIMUM SURFACE ELEVATIONS HAVE BEEN SET BY THE OWNER AS A COUNTERWEIGHT TO THE CONTRACTOR TO REMEDY THE ADEQUACY MAIN SURFACE LEVELS WITH THE OWNER FROM THE BYPASS PUMPING ACTIVITIES AND ACCEPT RESPONSIBILITY FOR THE PROPOSED MAXIMUM LEVELS ON SUBMIT NEW MAXIMUM SURFACE
- 2) IF PRIMARY PUMP CAN HANDLE THE FULL RAIN ANTICIPATED FLOWING THEN THE HIGH FLOW MAIN LANE IS NOT NECESSARY.



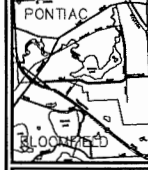
HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1911

121 WILLY DRIVE
BLOOMING HILLS, MISS.
F.A. 361 52
4200 - 361

PHONE: (214) 454-2400
FAX (Nat. Party) (214) 454-2212
FAX (Ind. Party) (214) 454-2750



WOLFE: http://www.bowling.com		04/24/2004
8/1/2003	FINAL PLANS TO MOOT	
7/16/2003	SPY COMMENTS REVIEW	
6/17/2003	REQUESTED FOR ORAL COMMENTS	
5/1/2003	SELTED FOR DEBATS	
3/17/2003	DE PLANS TO MOOT	
0/0/0	NOTHING INCORPORATIONS	
DELETED	0/0/0/0	
DELETED	0/0/0/0	
DELETED	0/0	
ANNOUNCED	0/0/0	



**CITY OF PONTIAC
BAGLEY STREET
SEWER REHABILITATION
SOUTH BAYWOLF DRIVE TO CLINTON
AFTER TRAIL**

SANITARY SEWER
NOTES
SHEET SAN-A

FIG. NO.	SCALE
20220858	AS NOTED
DATE	SHEET NO. OF 14

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SANITARY SEWER CONDITIONS

SANITARY SEWER CONDITIONS

NOT TO BE COMPLETED UNDER THIS CONTRACT						
ASU/ID	PLANT/FAC	Size	Engineer Recommendation (Event)	Last Inspection Date	Expiring Year	In Service Date
431917	FL09	8"	No Recommendation	3/17/2017	1/1/2051	
431935	FL09	8"	No Recommendation	12/23/2017	1/1/2051	
431947	FL09	20"	Spot Repair & Full Liner	12/12/2019	1/1/2021	1/1/2021
431953	FL09	20"	Grouting & Full Liner	12/6/2019	1/1/2021	1/1/2021
431944	FL10	15"	No Recommendation	11/16/2019	1/1/2051	1/1/2051
431935	FL09	15"	No Recommendation	11/13/2019	1/1/2020	1/1/2051
630345	FL09	15"	No Recommendation	6/10/2019	1/1/2021	1/1/2021
630643	FL09	15"	No Recommendation	20/2/2019	1/1/2021	1/1/2021
431939	FL10	20"	Full Liner	12/6/2019	1/1/2021	1/1/2021
430005	FL10	8"	No Recommendation	11/11/2019	1/1/2051	1/1/2051
430307	FL10	23"	Full Liner	1/10/2020	1/1/2021	1/1/2021
630119	FL10	12"	No Recommendation	12/29/2019	1/1/2021	1/1/2021
430377	FL10	8"	No Recommendation	11/16/2019	1/1/2051	1/1/2051
630101	FL10	15"	No Recommendation	8/20/2019	1/1/2021	1/1/2021
630353	FL10	15"	No Recommendation	12/25/2019	1/1/2021	1/1/2021
821238	FL10	13"	No Recommendation	3/10/2020	1/1/2021	1/1/2021
430919	FL11	22"	Full Liner	11/25/2020	1/1/2021	1/1/2021
430912	FL11	22"	Spot Repair & Liner	11/2/2020	1/1/2021	1/1/2021
430911	FL11	10"	No Recommendation	11/11/2019	1/1/2020	1/1/2021
434933	FL11	8"	No Recommendation	11/16/2019	1/1/2021	1/1/2021
630309	FL11	25"	No Recommendation	10/28/2019	1/1/2021	1/1/2021
431377	FL11	10"	No Recommendation	12/21/2019	1/1/2021	1/1/2021
431434	FL12	8"	No Recommendation	12/17/2019	1/1/2051	6/11/2063
431558	FL12	24"	Full Liner	7/16/2021	1/1/2022	1/1/2022
434695	FL12	24"	Full Liner	7/10/2021	1/1/2022	1/1/2022
434701	FL12	15"	No Recommendation	11/12/2019	1/1/2021	1/1/2021
434311	FL12	24"	No Recommendation	7/25/2021	1/1/2026	1/1/2033
632019	FL12	15"	No Recommendation	10/17/2019	1/1/2021	1/1/2021
630583	FL12	15"	No Recommendation	10/28/2018	1/1/2021	1/1/2021
434348	FL13	24"	No Recommendation	7/25/2021	1/1/2022	1/1/2022
434755	FL13	24"	No Recommendation	7/16/2021	1/1/2022	1/1/2022
434767	FL13	24"	No Recommendation	7/16/2021	1/1/2022	1/1/2022
434773	FL13	24"	No Recommendation	7/16/2021	1/1/2022	1/1/2022
630279	FL13	18"	No Recommendation	3/11/2022	1/1/2022	1/1/2022
431991	FL13	18"	No Recommendation	12/2/2022	1/1/2022	1/1/2022
661477	FL13	18"	No Recommendation	10/25/2019	1/1/2063	1/1/2063
530654	FL13	15"	No Recommendation	10/28/2018	1/1/2021	1/1/2021
610649	FL13	15"	No Recommendation	7/18/2021	1/1/2021	1/1/2021
630219	FL14	18"	No Recommendation	1/5/2022	1/1/2022	1/1/2022
434811	FL14	24"	Full Replacement	7/16/2021	1/1/2022	1/1/2022
434801	FL14	24"	Full Replacement	7/16/2021	1/1/2022	1/1/2022
434823	FL14	24"	Full Replacement	3/7/2021	1/1/2022	1/1/2022
434781	FL14	22"	No Recommendation	11/10/2019	1/1/2021	1/1/2021
434791	FL14	20"	No Recommendation	11/11/2019	1/1/2021	1/1/2021
630643	FL14	15"	No Recommendation	3/31/2021	1/1/2021	1/1/2021
435667	FL15	48"	No Recommendation	12/21/2011	1/1/2021	1/1/2021

SANITARY MANHOLE CONDITIONS

SANITARY MANHOLE CONDITIONS

NOT TO BE COMPLETED UNDER THIS CONTRACT							
Account	Location/Address	To City/County	Asset	Inspected	Last Inspection Date	In-Service Date	Description
518303	5675-3161	P,09	Yes	Yes	9/13/2020	1/1/191	Replace Frame, Cover or Adjusting Material
518304	POF128131	P,09	Yes	Yes	1/8/2021	1/1/192	Replace Frame, Cover or Adjusting Material, Illegal Connection, Sump or Drainage
518305	POF128131	P,09	Yes	Yes	1/8/2021	1/1/192	Replace Frame, Cover or Adjusting Material
613131	POF122147	P,09	Yes	Yes	1/8/2021	1/1/200	Good Condition
613132	POF122147	P,10	Yes	Yes	8/9/2020	1/1/191	Main-hole Inlets Cleaning - Debris In Structure, Replace Frame, Cover or Adjusting Material
518308	POF128167	P,10	Yes	Yes	9/14/2020	1/1/192	Replace Frame, Cover or Adjusting Material
613199	POF128263	P,10	Yes	Yes	8/6/2020	1/1/199	Completed
613171	POF128264	P,10	Yes	Yes	1/6/2020	1/1/199	Good Condition
613183	POF128265	P,10	Yes	Yes	5/7/2021	1/1/200	Replace Frame, Cover or Adjusting Material
613187	POF128279	P,10	Yes	Yes	3/7/2021	1/1/200	Replace Frame, Cover or Adjusting Material
518315	POF128129	P,11	Yes	Yes	3/8/2021	1/1/191	Replace Frame, Cover or Adjusting Material
518314	POF128132	P,11	Yes	Yes	1/6/2020	1/1/191	Replace Frame, Cover or Adjusting Material
613191	POF128131	P,11	Yes	Yes	1/19/2020	1/1/199	Good Condition
613181	POF128143	P,11	Yes	Yes	7/10/2021	1/1/200	Good Condition
613195	POF128176	P,12	No	No	1/1/2007	1/1/200	Good Condition
613191	POF128177	P,12	No	No	1/1/2007	1/1/200	Good Condition
517922	POF128156	P,12	No	No	1/1/191	1/1/192	Good Condition
517911	POF128155	P,12	No	No	1/1/191	1/1/192	Good Condition
517920	POF128156	P,12	Yes	Yes	9/13/2020	1/1/192	Completed
518350	POF155291	P,13	No	No	1/1/1982	1/1/192	
517931	POF128261	P,13	No	No	1/1/191	1/1/191	
517929	POF128262	P,13	Yes	Yes	4/1/2021	1/1/192	Replace Frame, Cover or Adjusting Material
517928	POF128264	P,13	No	No	1/1/192	1/1/192	
517927	POF128264	P,13	No	No	1/1/192	1/1/192	
517922	POF128126	P,13	Yes	Yes	4/1/2021	1/1/192	Replace Frame, Cover or Adjusting Material
614103	POF128172	P,13	Yes	Yes	4/1/2021	1/1/200	Good Condition
614105	POF128173	P,13	Yes	Yes	4/1/2021	1/1/200	Good Condition
614106	POF128174	P,13	No	No	1/1/2007	1/1/200	Good Condition
614107	POF128175	P,13	No	No	1/1/2007	1/1/200	Good Condition
661476	POF128180	P,13	Yes	Yes	8/13/2020	1/1/194	Replace Frame, Cover or Adjusting Material
517935	POF125189	P,14	Yes	Yes	4/1/2002	1/1/193	Replace Frame, Cover or Adjusting Material
517931	POF125170	P,14	No	No	1/1/193	1/1/193	
614103	POF125183	P,14	No	No	1/1/2007	1/1/200	
614106	POF125184	P,14	No	No	1/1/2007	1/1/200	
518447	POF125254	P,15	Yes	Yes	9/17/2020	1/1/198	Replace Frame, Cover or Adjusting Material
518449	POF125255	P,15	Yes	Yes	1/1/1978	1/1/198	
518443	POF125256	P,15	Yes	Yes	10/1/2020	1/1/192	Good Condition
518442	POF125187	P,15	Yes	Yes	3/21/2020	1/1/198	Replace Frame, Cover or Adjusting Material
518190	POF125518	P,15	No	No	1/1/1982	1/1/191	
614109	POF125191	P,15	No	No	1/1/2007	1/1/200	
614101	POF125187	P,15	No	No	1/1/2007	1/1/200	

SANITARY MANHOLE LINING SCHEDULE

SANITARY MANHOLE LINING SCHEDULE

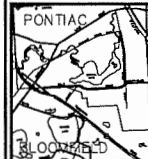
PCI Agency ID	Asset ID	Est. Date	Down Street Date	Depth to Level	Linear Instal Date
PC11131537	S&S-1	933.79	933.33	15.7	
PC11121151	S&S-1	918.31	918.36	9.8	
PC11121447	S&S-2	935.18	917.54	17.6	
PC11131118	S&S-2	927.05	908.5	18.6	
PC11131151	S&S-3	926.18	908.18	12.7	
PC11121225	S&S-3	918.75	908.08	12.7	
PC11121816	S&S-4	917.33	907.6	9.6	
PC11121815	S&S-4	918.36	907.13	12.2	
PC11121806	S&S-4	911.46	906.77	14.7	
PC11121109	S&S-5	912.51	906.29	16.1	
PC11121104	S&S-5	911.44	906.12	15.2	
PC11121102	S&S-5	910.68	906.11	14.4	
PC11121101	S&S-5	910.29	905.93	14.4	
PC11121147	S&S-7	920.87	900.87	19.0	
PC11151660	S&S-7	921.97	897.47	25.5	
PC11151515	S&S-7	921.51	891.7	29.8	



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1911
101 WILLET SQUARE
ROSELAND, N.J. 07068
FAX: 908.521.4200
40202 • 2023

PHONE: (201) 464-4300
FAX: (201) 464-4312
731 Oak, Flory (201) 464-4350

WEB SITE: <http://www.hrceng.com>

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**CITY OF PONTIAC
BAGLEY STREET
SEWER REHABILITATION
SOUTH BLYE GOLF DRIVE TO CLINTON
ROAD TRAIL**

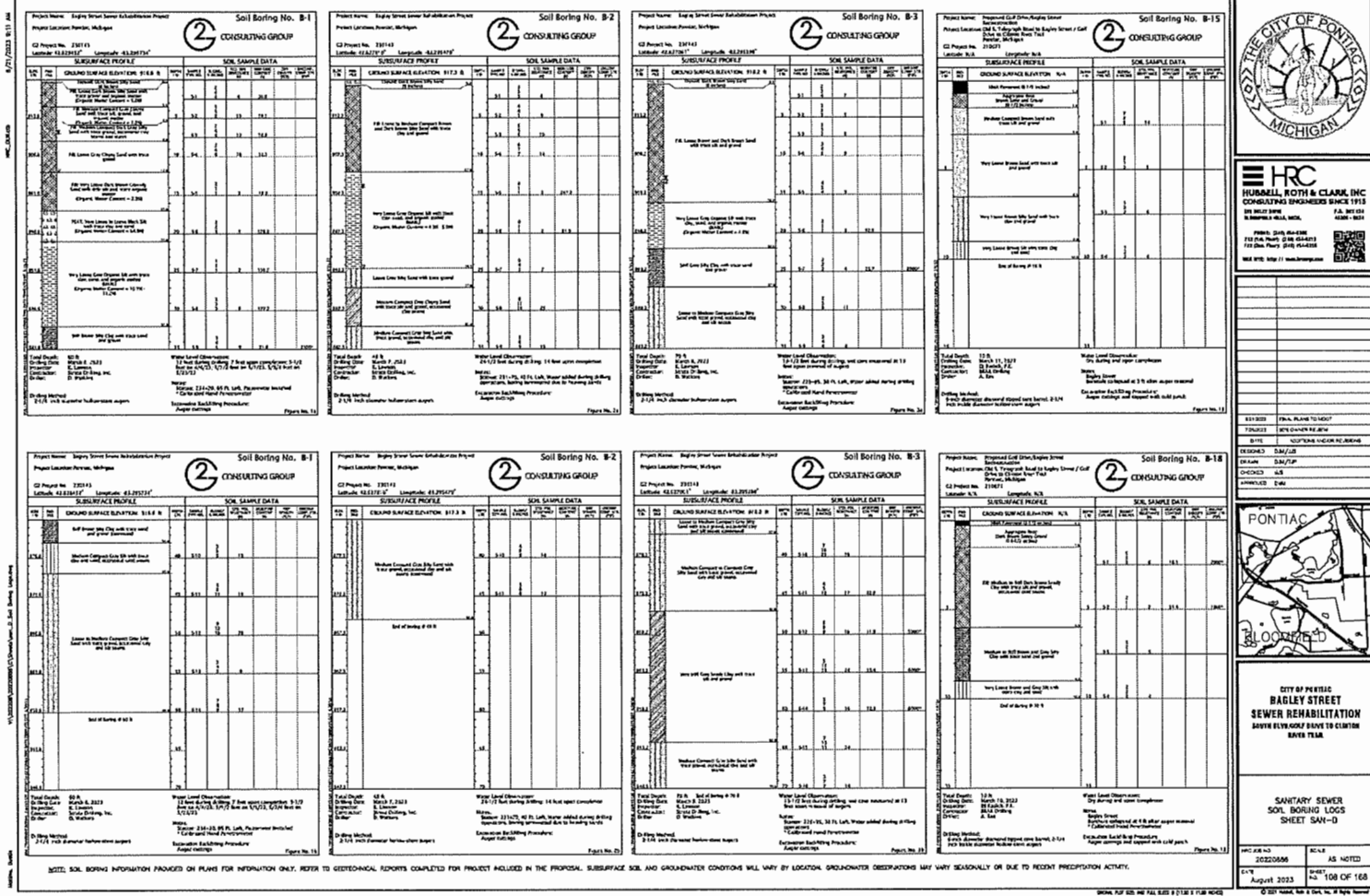
SANITARY SEWER &
MANHOLE CONDITION
OBSERVATIONS
SHEET SAN-11

WFO AIR NO.	BOALZ
20220886	N.A.
DATE	SECRET
August 2022	NO. 108 OF 15

APR 2013	
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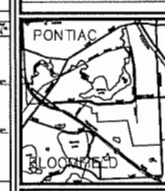


THREE FULL WORKING D
BEFORE YOU DIG, CALL
MISS DIG SYSTEM AT
800-482-7171 OR 811.



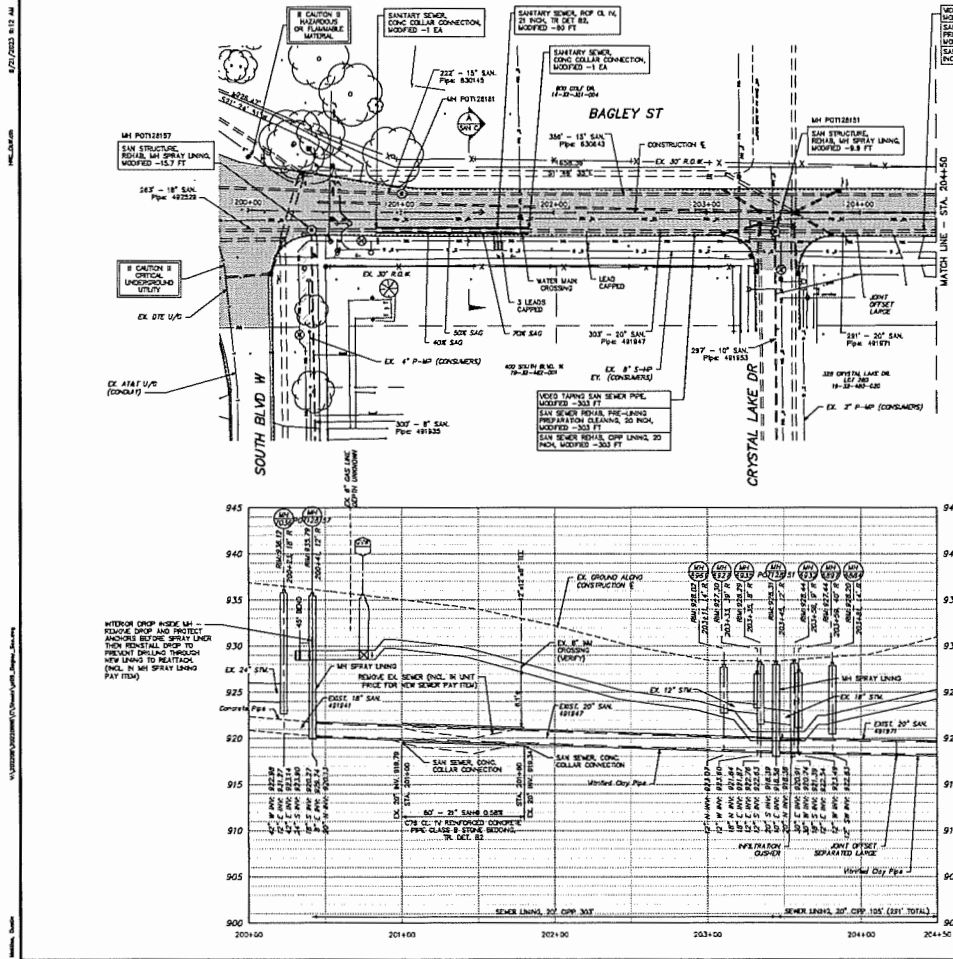
HRC
HURBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
2100 E. MICHIGAN AVE., SUITE 200
PONTIAC, MI 48134
PH: 313.486.4000
FAX: 313.486.4001
WWW.HRC-INC.COM

DATE	10/11/2023
BY	AS NOTED
CHECKED	AS NOTED
APPROVED	AS NOTED



CITY OF PONTIAC
SEWER REHABILITATION
BAILEY STREET
BAILEY STREET FROM 18th STREET TO 19th STREET

SANITARY SEWER
SOIL BORING LOGS
SHEET SAN-0



VOID 12" SAND SAN SEWER PIPE, MODIFIED -105 FT
 SAN SEWER REPAIR, PRE-LINING PREPARATION CLEANING, 20 INCH, MODIFIED -105 FT
 SAN SEWER REPAIR, CIPP LINING, 20 INCH, MODIFIED -105 FT

- SANITARY SEWER LAYOUT NOTES:**
1. PRELIMINARY LAYOUT PLANS AS SHOWN TO FACILITATE SEWER PIPE PREPARATION, CIPP LAYER INSTALLATION AND LATER DURING SEE NOTES AND DETAILS ON SHEET SAN-1. ALL COSTS ASSOCIATED WITH FOUR (4) INCHES PUMPING SHALL BE INCLUDED IN THE UNIT PRICES BID FOR "SANITARY SEWER REPAIR, CIPP LINING, 20 INCH, MODIFIED".
 2. SEWER FLOWS SHALL BE BASED ON THE SPECIAL PROVISIONS FOR SANITARY SEWER FLOWS. SEWER FLOWS SHALL BE BASED ON THE SPECIAL PROVISIONS FOR SANITARY SEWER FLOWS. SEWER FLOWS SHALL BE BASED ON THE SPECIAL PROVISIONS FOR SANITARY SEWER FLOWS.
 3. ALL SEWER REPAIR AND LAYOUT WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIAL PROVISIONS FOR SANITARY SEWER REPAIR AND LAYOUT WORK. ALL SEWER REPAIR AND LAYOUT WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIAL PROVISIONS FOR SANITARY SEWER REPAIR AND LAYOUT WORK.
 4. SEWER REPAIR AND LAYOUT WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIAL PROVISIONS FOR SANITARY SEWER REPAIR AND LAYOUT WORK. SEWER REPAIR AND LAYOUT WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIAL PROVISIONS FOR SANITARY SEWER REPAIR AND LAYOUT WORK.
 5. CONTRACTOR RESPONSIBLE FOR IDENTIFYING ALL ACTIVE SANITARY SERVICE CONNECTIONS AFTER LAYOUT, ASSISTANCE BY JACOBS OR CITY OF PONTIAC REPRESENTATIVE TO HELP DETERMINE ACTIVE SEWER SERVICES SHALL NOT RELIEVE CONTRACTOR OF THIS RESPONSIBILITY.

CONSTRUCTION QUANTITIES (2019141 CAT001) - THIS SHEET

ITEM	QTY	UNIT
Video Taping San Sewer Pipe, Modified	428	FT
San Sewer Rehab, CIPP Lining, 20 inch, Modified	428	FT
San Sewer Rehab, Pre-Lining Preparation Cleaning, 20 inch, Modified	428	FT
San Structure Rehab, MH Spray Lining, Modified	26	FT
Sanitary Sewer, RCP 12" 21 inch 17 inch 18 inch Modified	60	FT
Sanitary Sewer, Conc Collar Connection, Modified	2	EA

SANITARY DESIGN FLOWS

Area (sq ft)	Diameter (in)	Flow (gpm)	Flow (cfs)
431971	20	0.58	4.48
431973	10	0.03	1.44
431977	20	0.54	3
431981	18	0.44	2.77



THREE FULL WORKING DAYS BEFORE YOU DIG, CALL THE PLS 811 SYSTEM AT 800-452-7171 OR 811.

CITY OF PONTIAC
MICHIGAN

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

PHONE: (248) 864-6888
 FAX: (248) 864-6883
 3300 W. WYOMING AVE. PONTIAC, MI 48130
 WWW.HRC-INC.COM

CITY OF PONTIAC
BAGLEY STREET
SEWER REHABILITATION
ADDITIONAL SHEETS TO SHEET SAN-1

SANITARY CONSTRUCTION PLAN
BAGLEY STREET
P.O.B. TO STA. 204+50
SHEET SAN-1

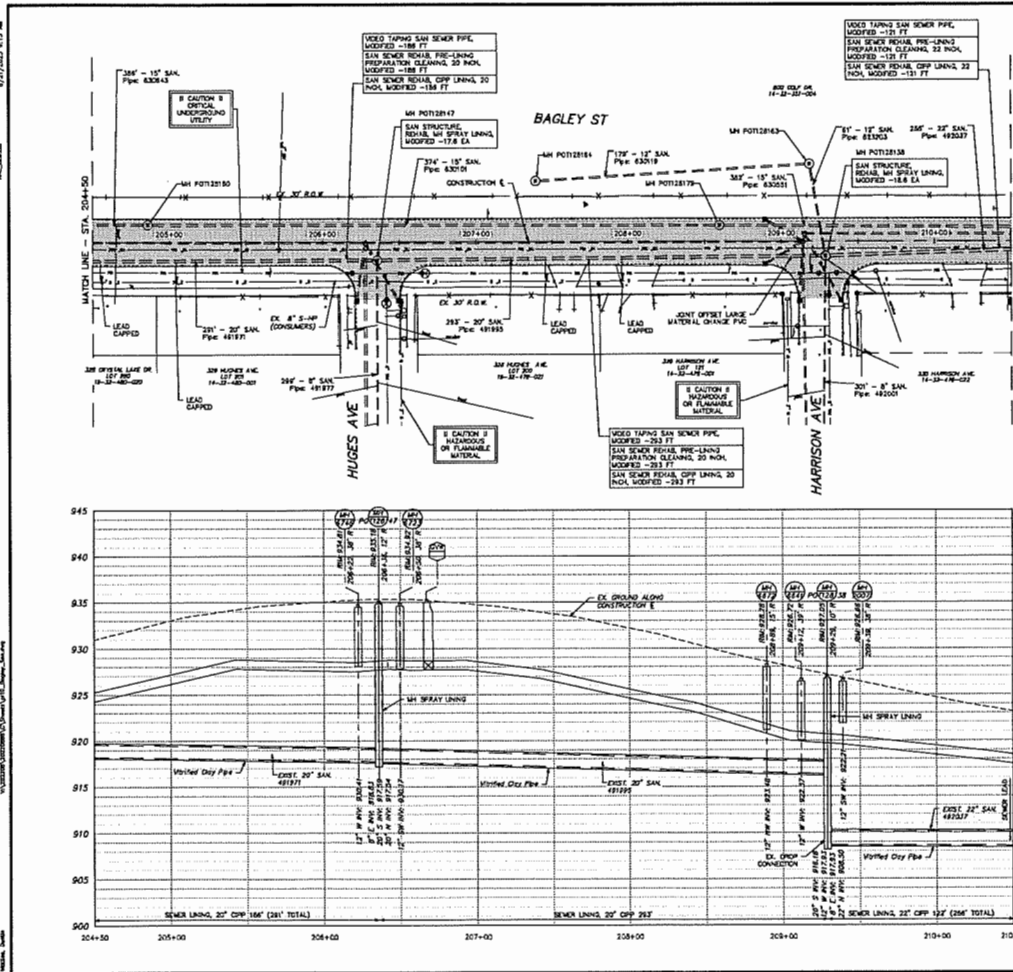
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 SCALE: 1"=30'
 SHEET NO. 109 OF 158



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HRC
HUBBARD, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1918
800 MAIN ST. P.O. BOX 1000
PONTIAC, MI 48106
PHONE: 313-487-0000
FAX: 313-487-0001
WWW.HRC-INC.COM

CONSTRUCTION QUANTITIES (2018/14/1 CATALOG) - THIS SHEET

ITEM	QTY	UNIT
18" Tapping San SENDER Pipe, Modified	833	FT
San SENDER Rigid, 18" CIP Lining, 20' min. Modified	479	FT
San SENDER Rigid, 24" CIP Lining, 22' min. Modified	121	FT
San SENDER Rigid, 24" CIP Lining, 22' min. Modified	478	FT
San SENDER Rigid, 24" CIP Lining, 22' min. Modified	121	FT
San SENDER Rigid, 24" CIP Lining, 22' min. Modified	36	FT

SANITARY DESIGN FLOWS

ASSETS	DIAMETER (in)	DIAMETER (ft)	25-YEAR 24-HOUR Peak (cfs)
493017	24	0.7	8.3
493018	24	0.58	5.08
493019	24	0.58	4.48

THREE YEAR WORKING DAYS BEFORE YOU SEE CALL THE HRC DES. ENGINEER AT 800-482-7101 OR 313-487-0000

811

THREE YEAR WORKING DAYS BEFORE YOU SEE CALL THE HRC DES. ENGINEER AT 800-482-7101 OR 313-487-0000

PONTIAC

BAGLEY STREET

SEWER REHABILITATION

BAVITY BAYVIEW DRIVE TO CUNTING

BAVITY TALK

CITY OF PONTIAC

BAGLEY STREET

SEWER REHABILITATION

BAVITY BAYVIEW DRIVE TO CUNTING

BAVITY TALK

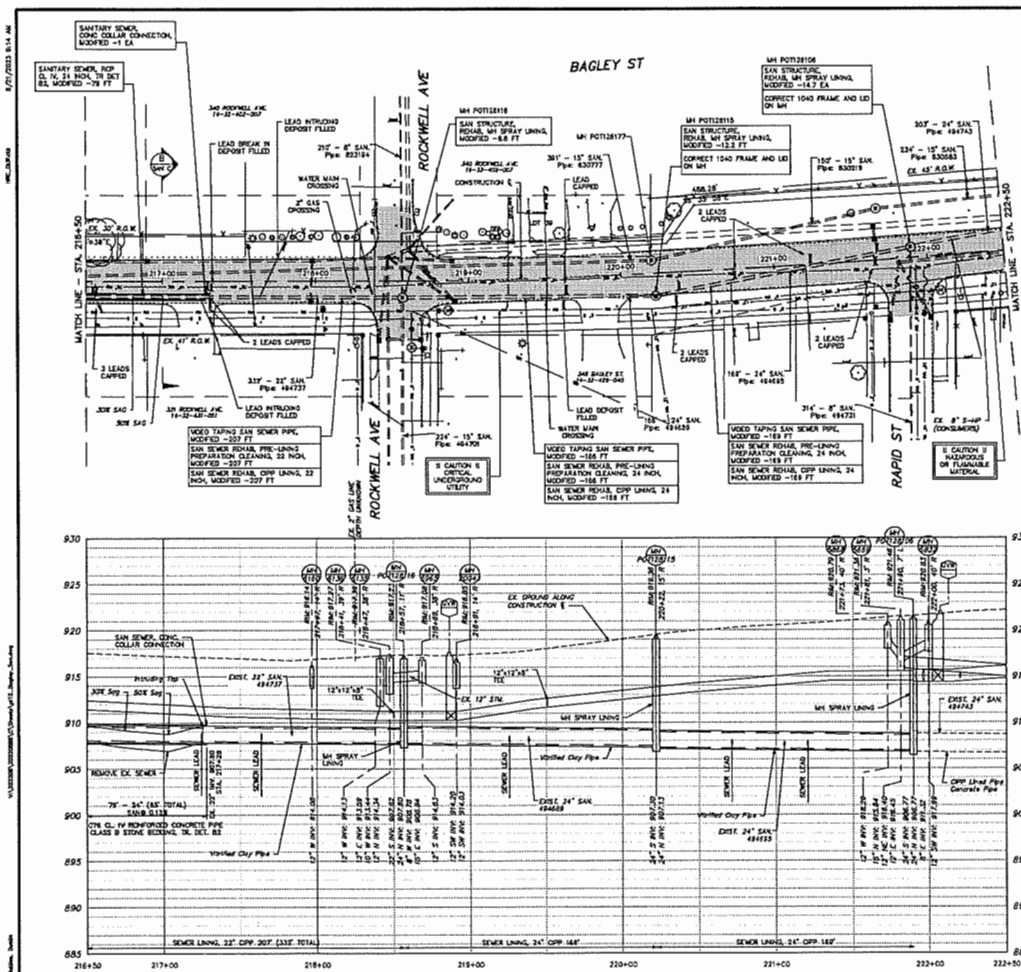
SANITARY CONSTRUCTION PLAN

BAGLEY STREET

STA. 204+50 TO STA. 210+50

SHEET SAN-2

NO. 20230886
20230886
August 2023
1"=30'
1"=10' OF 150'



- SANITARY SEWER LAYOUT NOTES**
1. PROVIDE 10% ST-1000 SLABING AS NEEDED TO FACILITATE SEWER PIPE PROTECTION, CURB LANE INSTALLATION AND UNDER CAPPING. SEE NOTES AND DETAILS ON SHEET SAN-4. ALL CURB RESPONSES WITH TOP OF ST-1000 SLABING SHALL BE INCLUDED IN THE UNIT PRICES BID FOR "SANITARY SEWER REPAIR, CIP LANE, 10' MODIFIED".
 2. SEWER FLOW RESPONSE TO MET WEATHER EVENTS, LANE AND OTHER SEWER WORK MUST BE POSTPONED DURING PERIODS OF RAIN AND HIGHER THAN NORMAL FLOOD. NO CLAIMS FOR DELAYS SHALL BE MADE IF SEWER WORK IS POSTPONED DUE TO MET WEATHER.
 3. ALL SEWER PIPES AND LANE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE SPECIAL PROVISIONS FOR CURED IN PLACE, PIPE - CONCRETE. CURE TIMES SHALL BE BASED ON CURRENT CONDITIONS AT THE TIME OF LANE AS ORDERED BY THE OWNER REPRESENTATIVE.
 4. CONTRACTOR RESPONSIBLE FOR POSTPONING ALL ACTIVE SANITARY SEWER CONNECTIONS AFTER LANE, ACCORDANCE BY OWNER OR CITY OF PONTIAC REPRESENTATIVES TO HELP DETERMINE ACTIVE SEWER SURFACES SHALL NOT RELIEVE CONTRACTOR OF THIS RESPONSIBILITY.
- SANITARY SEWER NOTES**
1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO DULAND COUNTY WATER REUSE/RECYCLING STANDARDS. STANDARD SPECIFICATIONS WHICH ARE INCLUDED IN THE SPECIAL PROVISIONS FOR SANITARY SEWER - CONCRETE AS PART OF THE PROJECT. STANDARD SANITARY SEWER DETAIL SHEETS ARE INCLUDED WITH THE PLANS. THE OWNER OF ANY CLIENT STANDARD DETAIL DOES NOT RELIEVE THE CONTRACTOR FROM THIS REQUIREMENT.
 2. MANUFACTURED TEES SHALL BE USED AT ALL SERVICE CONNECTIONS WITH JOINTS AND MANUFACTURED WIPS SHALL BE USED AT ALL SERVICE CONNECTIONS WITHOUT JOINTS.
 3. ALL SEWER REPAIRS SHALL CONSIST OF PIPE, SPILLERS, BOLD WALL PIPE WITH WATER-TIGHT GASKET JOINTS, STONE BUILDING AND BACKFILLED WITH COMPACTED SAND BAGGERS.
 4. THE FOUNDATION FOR THE SANITARY SEWER CANNOT CONTAIN MOISTY COMPOSTABLE OR ORGANIC SOLIDS. REFER TO SECTIONS AND NOTES ON SHEET SAN-4.
 5. A LANE SHALL BE USED FOR POSITIONING AND ALIGNMENT FOR INSTALLATION OF THE SANITARY SEWER.

CONSTRUCTION QUANTITIES (UNITS) (CAT 2025) - THIS SHEET

ITEM	QTY	UNIT
1. 24" RCP LANE, 10' MODIFIED	100	LF
2. 30" RCP LANE, 10' MODIFIED	100	LF
3. 36" RCP LANE, 10' MODIFIED	100	LF
4. 24" RCP LANE, 10' MODIFIED	100	LF
5. 30" RCP LANE, 10' MODIFIED	100	LF
6. 36" RCP LANE, 10' MODIFIED	100	LF
7. 24" RCP LANE, 10' MODIFIED	100	LF
8. 30" RCP LANE, 10' MODIFIED	100	LF
9. 36" RCP LANE, 10' MODIFIED	100	LF
10. 24" RCP LANE, 10' MODIFIED	100	LF
11. 30" RCP LANE, 10' MODIFIED	100	LF
12. 36" RCP LANE, 10' MODIFIED	100	LF
13. 24" RCP LANE, 10' MODIFIED	100	LF
14. 30" RCP LANE, 10' MODIFIED	100	LF
15. 36" RCP LANE, 10' MODIFIED	100	LF
16. 24" RCP LANE, 10' MODIFIED	100	LF
17. 30" RCP LANE, 10' MODIFIED	100	LF
18. 36" RCP LANE, 10' MODIFIED	100	LF
19. 24" RCP LANE, 10' MODIFIED	100	LF
20. 30" RCP LANE, 10' MODIFIED	100	LF
21. 36" RCP LANE, 10' MODIFIED	100	LF
22. 24" RCP LANE, 10' MODIFIED	100	LF
23. 30" RCP LANE, 10' MODIFIED	100	LF
24. 36" RCP LANE, 10' MODIFIED	100	LF
25. 24" RCP LANE, 10' MODIFIED	100	LF
26. 30" RCP LANE, 10' MODIFIED	100	LF
27. 36" RCP LANE, 10' MODIFIED	100	LF
28. 24" RCP LANE, 10' MODIFIED	100	LF
29. 30" RCP LANE, 10' MODIFIED	100	LF
30. 36" RCP LANE, 10' MODIFIED	100	LF

SANITARY DESIGN FLOWS

ASSETS	DISCHARGE (GPD)	INLET (GPD)	25-HOUR, 24-HOUR PEAK (GPD)
434743	24	0.88	8.59
434699	24	0.85	8.52
434699	24	0.85	8.52
434702	15	0.57	6.05
434702	22	0.77	8.47



HRC
HURBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1915
80 WEST MAIN ST., SUITE 200
PONTIAC, MI 48302
TEL: (313) 486-6600
FAX: (313) 486-6601
WWW.HRC-INC.COM

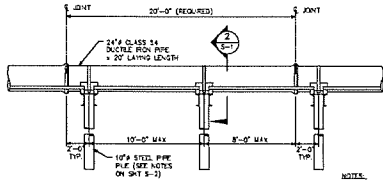
REVISIONS

NO.	DATE	DESCRIPTION
1	08/01/2023	ISSUED FOR PERMIT
2	08/01/2023	REVISED FOR CITY REVIEW
3	08/01/2023	REVISED FOR CITY REVIEW
4	08/01/2023	REVISED FOR CITY REVIEW
5	08/01/2023	REVISED FOR CITY REVIEW
6	08/01/2023	REVISED FOR CITY REVIEW
7	08/01/2023	REVISED FOR CITY REVIEW
8	08/01/2023	REVISED FOR CITY REVIEW
9	08/01/2023	REVISED FOR CITY REVIEW
10	08/01/2023	REVISED FOR CITY REVIEW
11	08/01/2023	REVISED FOR CITY REVIEW
12	08/01/2023	REVISED FOR CITY REVIEW
13	08/01/2023	REVISED FOR CITY REVIEW
14	08/01/2023	REVISED FOR CITY REVIEW
15	08/01/2023	REVISED FOR CITY REVIEW
16	08/01/2023	REVISED FOR CITY REVIEW
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18	08/01/2023	REVISED FOR CITY REVIEW
19	08/01/2023	REVISED FOR CITY REVIEW
20	08/01/2023	REVISED FOR CITY REVIEW
21	08/01/2023	REVISED FOR CITY REVIEW
22	08/01/2023	REVISED FOR CITY REVIEW
23	08/01/2023	REVISED FOR CITY REVIEW
24	08/01/2023	REVISED FOR CITY REVIEW
25	08/01/2023	REVISED FOR CITY REVIEW
26	08/01/2023	REVISED FOR CITY REVIEW
27	08/01/2023	REVISED FOR CITY REVIEW
28	08/01/2023	REVISED FOR CITY REVIEW
29	08/01/2023	REVISED FOR CITY REVIEW
30	08/01/2023	REVISED FOR CITY REVIEW
31	08/01/2023	REVISED FOR CITY REVIEW
32	08/01/2023	REVISED FOR CITY REVIEW
33	08/01/2023	REVISED FOR CITY REVIEW
34	08/01/2023	REVISED FOR CITY REVIEW
35	08/01/2023	REVISED FOR CITY REVIEW
36	08/01/2023	REVISED FOR CITY REVIEW
37	08/01/2023	REVISED FOR CITY REVIEW
38	08/01/2023	REVISED FOR CITY REVIEW
39	08/01/2023	REVISED FOR CITY REVIEW
40	08/01/2023	REVISED FOR CITY REVIEW
41	08/01/2023	REVISED FOR CITY REVIEW
42	08/01/2023	REVISED FOR CITY REVIEW
43	08/01/2023	REVISED FOR CITY REVIEW
44	08/01/2023	REVISED FOR CITY REVIEW
45	08/01/2023	REVISED FOR CITY REVIEW
46	08/01/2023	REVISED FOR CITY REVIEW
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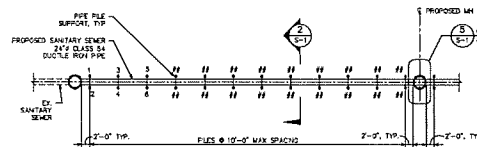
CITY OF PONTIAC
BAGLEY STREET
SEWER REHABILITATION
SOUTH BAY BOULEVARD TO CLINTON
BAYVIEW

SANITARY CONSTRUCTION PLAN
BAGLEY STREET
STA. 216+50 TO STA. 222+50
SHEET SAN-4

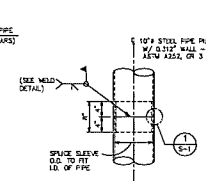
DATE: 08/01/2023
SCALE: 1"=30'
SHEET: 112 OF 168



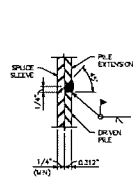
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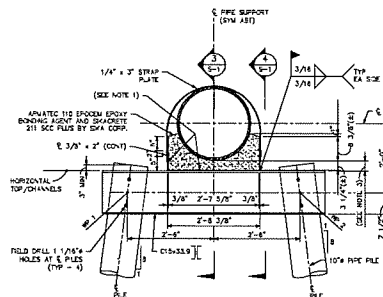
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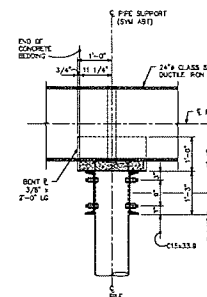
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SCALE: NTS



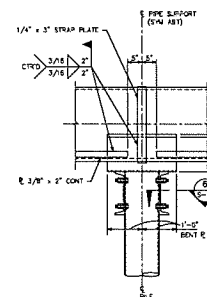
DETAIL
SCALE: NTS



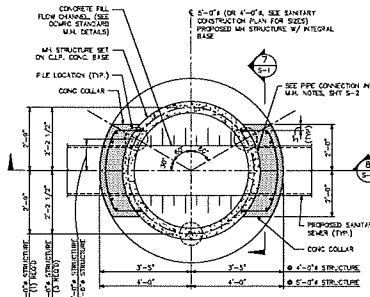
SECTION 2
SCALE: NTS



SECTION 3
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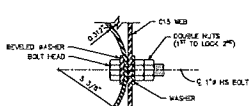


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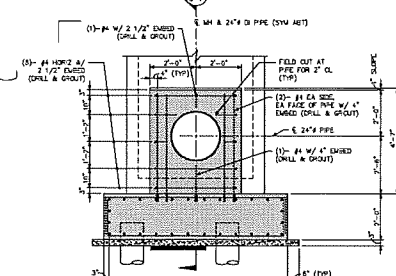


DETAIL 5
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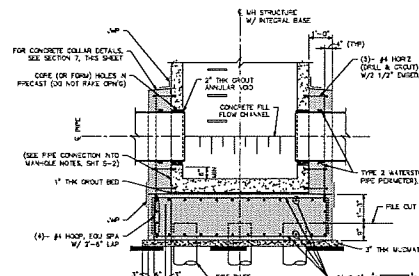
- NOTES:
- DO NOT COAT HOOD FACE OF BENT PLATE WITH MASTIC. SEAL BY CARBOLINE FELD APPLIED TO DRIVEN DRIVE BUSHING ADJUT BY S&S ON TOP OF THE SH-OP PRIMER ONLY.
 - COATING SYSTEM - SEE SHEET S-2.
 - THICKNESS OF THE CONCRETE DIT SEC PLUS VARIES FOR PILE BEIT TO ALLOW FOR THE PRECISE PLACEMENT OF THE SHOWN AT THE REQUIRED UNIFORM SLOPE FOR PROPOSED PIPE INVERT AND SLOPE, SEE S&S SHEET.



DETAIL 6
SCALE: NTS



SECTION 7
SCALE: NTS

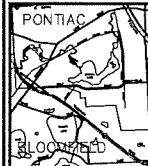


SECTION 8
SCALE: NTS



HRC
HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1918
100 PILE DRIVE
BIRMINGHAM, AL 35202
FAX: 205-988-8824
WWW.HRC-INC.COM
PONTIAC, MI 48134
FAX: 248-861-1111
WWW.HRC-INC.COM

DESIGNED	PAUL ALVAREZ
DRAWN	JOHN PETERSON
CHECKED	JOHN PETERSON
APPROVED	JOHN PETERSON
DATE	8/7/2023
SCALE	AS NOTED
SHEET	116 OF 168



CITY OF PONTIAC
BAGLEY STREET
SEWER REHABILITATION
S&S SHEET S-1 OF 168

PILE SUPPORT
DETAILS
SHEET S-1
HRC
20230506
AS NOTED
August 2023
116 OF 168

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: January 16, 2024

RE: **Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER**

The City of Pontiac has been awarded \$5,000,000 assigned to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac. This award was made possible by the generous support and advocacy of Senator Jeremy Moss. The State of Michigan appropriation is meant to extinguish the City's debt related to the original purchase of the Phoenix Center that occurred while the City of Pontiac was in distress. In February of 2021, the City executed a promissory note to North Bay Drywall, Inc. Profit Sharing Plan and Trust promising to pay the principal sum of \$5,600,000. This loan was acquired by the City as part of the purchase of the Phoenix Center Parking Garage. The City has been making payments on the loan as indicated in the loan amortization schedule.

In August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac. The memorandum of agreement outlined the City's responsibilities and, in section 5, item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC.

The following resolution will authorize the Clerk to publish a budget amendment to recognize the grant revenue and appropriate the funding so that funds may be disbursed, and the City may act on its responsibilities as outlined in the Memorandum of Agreement related to the Pontiac Redevelopment Project.



Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER

WHEREAS, the City of Pontiac was awarded \$5,000,000 to support a downtown initiative to pay down debt related to the Phoenix Center in the City of Pontiac; and,

WHEREAS, the award will extinguish all debt owed to North Bay Drywall, Inc. Profit Sharing Plan and Trust, which is related to the original purchase of the Phoenix Center; and,

WHEREAS, in August of 2023, the City of Pontiac executed a memorandum of agreement for the Pontiac Redevelopment Project between the County of Oakland and the City of Pontiac; and,

WHEREAS, the memorandum of agreement outlined the City's responsibilities, and, in section 5 item A, the agreement indicated that the City was responsible for extinguishing and paying any current outstanding debt obligations on the Phoenix Center Parking Garage within 30 days of receipt of the grant from the MEDC; and,

WHEREAS, the grant award does not have a matching requirement.

THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the City Clerk to publish the proposed budget amendment to increase budgeted revenues in the amount of \$5,000,000 to account 101-000-558.000 STATE GRANTS – MEDC, and appropriations in the amount of \$5,000,000 to account 101-925-992.084 DEBT SERVICE - OTTAWA_PHOENIX CENTER.

#9

RESOLUTION



TIM GREIMEL, Mayor
Khalfani Stephens, Deputy Mayor

TO: Pontiac City Council
FROM: Melinda Durakovic, Director, Human Resources
CC: Mayor, Tim Greimel and Deputy Mayor, Khalfani Stephens
DATE: January 30, 2024
RE: Resolution for the Purchase of a Subscription to Comp Analyst for Analytical Data for Private Sector Compensation

It is the desire of the City of Pontiac to remain competitive with its salaries when recruiting new talent and retaining current staff members.

To do that, the Human Resources Department requests permission to purchase a subscription from Comp Analyst. With the purchase of this effective and time-saving salary tool, Human Resources can retrieve private sector salary information, job descriptions, and focus the data based on geography, industry, and company. This will be extremely effective for the City's purposes because it will allow us to stay competitive by pricing jobs with reported market data updated monthly. Salary.com provides data on more than 10,000 job titles.

This compensation tool requires a three-year contract at \$5,000.00 per year. The subscription also includes on-going technical support, a designated Customer Service Manager, and monthly updates to the database.

Based on the information provided, Human Resources requests City Council approval to enter a contract for a subscription to Comp Analyst.

This subscription service would be paid from the Human Resources GL Account listed below:

Fund 101 – General Fund

Dept - Human Resources

101-270-818.000 OTHER PROFESSIONAL SERVICES	\$15,000
Authorization to Enter a Contract Not To Exceed:	\$15,000



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION FOR AUTHORIZATION TO ENTER INTO A THREE-YEAR
CONTRACT WITH COMP ANALYST FOR A SUBSCRIPTION SERVICE
FOR PRIVATE SECTOR JOBS DATA**

WHEREAS, the Human Resources Department requires accurate and up-to-date salary information for the recruitment of top talent and the retention of our diligent employees; and

WHEREAS, the City's received a quote that will aide in the recruitment and retention of new hires and current employees; and

WHEREAS, Human Resources recommends approval of the City of Pontiac entering into a contract for Fiscal Years 2024-2027 with Comp Analyst for \$5,000 yearly to pay for the subscription for pertinent information to be competitive in the job market.

NOW THEREFORE, BE IT RESOLVED that the Pontiac City Council authorizes the Mayor or his Designee to execute a contract with Comp Analyst for subscription services in an amount not to exceed \$15,000 from Human Resources GL Account 101-270-818.000.

#10

RESOLUTION



The Executive Office

TO: Pontiac City Council
FROM: Mayor Tim Greimel
Khalfani Stephens, Deputy Mayor
DATE: January 30, 2024
RE: Resolution To Enter into a Contract with GovHR for Recruitment of the Chief Assistant Clerk

The City Clerk is in dire need of a Chief Assistant Clerk. This position has been vacant since June 2023. The City had selected an appropriate candidate, but the individual decided to stay with their current employer.

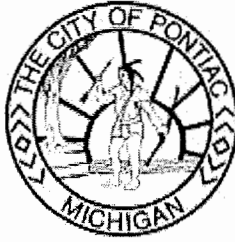
With election season upon us, the Clerk's Office must fill this position in order to fulfil all of its responsibilities in an efficient and timely manner. To assist with this recruitment, the City Clerk is requesting to use GovHR recruiting services.

In the late fall 2023, GovHR was instrumental in helping to fill the Human Resources Director vacancy in a very proficient way. The City anticipates seeking further approval soon to use this firm to find candidates to fill other high-level positions that are currently vacant or will become vacant in the coming months.

The placement contract with GovHR will cost \$24,500 for recruitment and advertising expenses for the Chief Assistant Clerk.

This fee will come from 101-270-818.000 (HR – Other Professional Services).

Based on the information included herein, the City Clerk is requesting that City Council approve the City of Pontiac entering into a contract with GovHR for recruitment of the Chief Assistant Clerk.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION FOR AUTHORIZATION TO ENTER INTO A CONTRACT WITH GOVHR FOR RECRUITMENT SERVICES FOR THE CHIEF ASSISTANT CLERK POSITION

WHEREAS, the city of Pontiac has a major vacancy that needs to be filled in the City Clerk's Office; and

WHEREAS, the City Clerk desires to fill the position of Chief Assistant Clerk; and

WHEREAS, the City has had success with GovHR in previous recruitment activities and expects that with their expertise, the firm will be able to find a suitable candidate for Chief Assistant Clerk.

NOW THEREFORE, BE IT RESOLVED, the Pontiac City Council authorizes the Mayor or his Designee to enter into a contract with GovHR for recruitment of Chief Assistant Clerk in an amount not to exceed \$24,500.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of December 26, 2023 ("Effective Date") between GovHR a division of MGT of America Consulting, LLC ("GovHR"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Pontiac, MI ("Client"), located at 47450 Woodward Avenue, Pontiac, Michigan 48342 collectively referred to herein as the "Parties."

WHEREAS, GovHR offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for GovHR's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of GovHR's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern GovHR's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at GovHR's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue for a period of one (1) year or until terminated in accordance with this Agreement.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. INSURANCE. During the Term of this Agreement and any SOW, GovHR will maintain the minimum insurance coverages below. GovHR shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned and hired. (GovHR does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate, follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. INTENTIONALLY OMITTED.

7. LIMITATION OF LIABILITY. GovHR shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE.

To the extent permitted by law, except for actions or claims resulting from GovHR's gross negligence or intentional or willful misconduct, GovHR's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to GovHR under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Michigan.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation

proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GovHR's legal fees and costs should GovHR prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").

The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. GovHR may, however, disclose Client's name and the general nature of GovHR's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that GovHR's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to GovHR's progression of Services, and GovHR incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. GovHR shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment. Excusable Delays shall not give rise to an equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by GovHR to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide GovHR with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. GovHR reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. GovHR may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, GovHR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, GovHR, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of GovHR, or its permitted successive assignees or transferees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, GovHR is acting as an independent contractor and not as an officer, agent, or employee of the Client. GovHR shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, GovHR, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To GovHR:

Name: GovHR, A division of MGT of
America Consulting, LLC
ATTN: Legal Notice/Contracts
Address: 4320 West Kennedy Blvd.
Tampa, FL 33609
Email: contracts@mgtconsulting.com

To Client:

Name: City of Pontiac, MI
ATTN: City Clerk
Address 47450 Woodward Avenue,
Pontiac, Michigan 48342
Email: gdoyle@pontiac.mi.us

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, GovHR may perform Services for any other clients, persons, or companies as GovHR sees fit, so long as the performance of such Services does not interfere with GovHR's performance of obligations under this Agreement, and do not create a conflict of interest.

24. THIRD PARTY BENEFICIARIES. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

**GOVHR, A DIVISION OF MGT OF
AMERICA CONSULTING, LLC**

CITY OF PONTIAC, MI

Name:

Title:

Date:

Name:

Title:

Date:

EXHIBIT A
EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of December 26, 2023 ("Effective Date"), GovHR, a division of MGT of America Consulting, LLC ("GovHR") and the City of Pontiac, MI ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated December 26, 2023 ("Agreement").

- 1. PROJECT-**
Executive Recruitment for position of Chief Assistant City Clerk with the City of Pontiac, MI.
- 2. SCOPE**
GovHR will provide recruitment and selection services in accordance with GovHR's proposal dated December 20, 2023. All terms of the Proposal are incorporated herein by reference and supersede in the event of a conflict.
- 3. PERIOD OF PERFORMANCE/PROJECT TIMELINE**
The term of this Statement of Work begins on the Effective Date and terminates upon project completion (Estimated at 14 weeks).
- 4. COMPENSATION AND REIMBURSABLE EXPENSES**
A. Fee. The flat fee for the Services described above is \$21,500.
B. Expenses. If GovHR is required to travel for provision of Services, GovHR must obtain prior written approval from Client for reimbursement of actual expenses.
- 5. INVOICING AND PAYMENT**
50% of Recruitment Fee due upon contract award.
50% of Recruitment Fee plus all expenses due upon recommendation of Candidates.

**GOVHR, A DIVISION OF MGT OF
AMERICA CONSULTING, LLC**

CITY OF PONTIAC, MI

Name:
Title:
Date:

Name:
Title:
Date:

City of Pontiac, Michigan Request for Proposal Chief Assistant City Clerk Recruitment & Selection

December 20, 2023



630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:
Laurie Pederson
Senior Vice President
Operations & Client Services
847-380-3198
LPederson@GovHRusa.com

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Consultant Biography

Firm Profile



GovHR USA & MGT Consulting of America have joined together to dramatically improve lives by advancing and lifting up the communities we serve.

GovHR USA was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (*the nation's leading social impact firm*) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments**, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in *assisting clients to operate more efficiently and effectively*.

MGT has acquired a keen understanding of the structures, operations, and issues facing public agencies. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals.

We impact the communities we serve – for good.

Why Choose MGT's GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **44 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as **Outstanding** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services [here on our website](#).

Our Team

MGT's GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Vice President Jaymes Vettraino. He will act as your project manager and primary point of contact for this project. His full biography can be found as part of the Appendix and his client list is available on our website.

Project Manager & Main Point of Contact



Jaymes Vettraino

Vice President

248-379-8923

JVettraino@GovHRusa.com

Proposal Inquiries



Laurie Pederson

Senior Vice President

Operations & Client Services

847-380-3198

LPederson@GovHRusa.com

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. MGT's GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

MGT's GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase II will include the following:

- MGT's GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
 - Leadership and management skills
 - Size of organization
 - Experience in addressing challenges and opportunities also outlined in Phase I
 - The database will range from several hundred to thousands of names and an email blast will

be sent to each potential candidate.

- Placement of the Position Announcement:
 - Public sector online Career Centers
 - Social media: LinkedIn (posted on MGT's GovHR Executives LinkedIn news feeds to reach over 50,000 connections), Facebook and Instagram
 - MGT's GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References provided by the candidate are contacted
 - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by MGT's GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- MGT's GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT's GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT's GovHR will meet with the Client to review the recruitment report and provide additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

MGT's GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with an electronic file that includes:
 - Candidates' credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

MGT's GovHR USA Background Screening	
✓ Social Security Trace & Verification	✓ County/Statewide Criminal
✓ U.S. Federal Criminal Search	✓ Civil Search
✓ Enhanced Verified National Criminal	✓ Bankruptcy, Leans and Judgements
- National Sex Offender Registry	✓ Motor Vehicle Record
- Most Wanted Lists FBI, DEA, ATF, Interpol	✓ Education Verification – All Degrees Earned
- OFAC Terrorist Database Search	Optional: Credit Report – Transunion with score (based on position and state laws)
- OIG, GSA, SAM, FDA	Optional:
- All felonies and misdemeanors reported to the National Database	Professional License Verification
	Drug Screen
	Employment Verification

MGT's GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. MGT's GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

MGT's GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. MGT's GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- MGT's GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT's GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
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Weeks 1 & 2	Phase 1: Interviews & Brochure Development				
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach				
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening				
Week 10	Phase 4: Presentation of Recommended Candidates				
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening				
Weeks 13 & 14	Phase 6: Appointment of Candidate				

Commitment to Diversity, Equity & Inclusion in Recruitments

MGT's GovHR has a long-standing commitment to Equity, Diversity and Inclusion. Since our firm's inception we have supported, with our time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

MGT's GovHR Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating equity and inclusion into all levels of local government. Additionally, we provide a list of DEI resources on the homepage of our website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT GovHR's Recommendations to RECRUIT and Retain Top Talent

Responsive: Roll out the Welcome Mat! Candidates may struggle with relocating for a new position as well as be concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

Encouraging: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

Competitive: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

Resourceful: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully consider requirements such as CPA, Professional Engineer and others that will limit your talent pool – consider using the word "ideally" or "preferably."

Understanding: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

Innovative: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT's GovHR will assist you in being as innovative as possible in your outreach.

Transparent: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are now showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information if we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee:	\$20,500
Recruitment Expenses: (not to exceed) ➤ Expenses include candidate due diligence efforts	\$1,500
Advertising: <i>*Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.</i>	\$2,500*
Total:	\$24,500**

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to MGT's GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at \$150/hour. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services:

1st Invoice: Contract Award (40% of the Recruitment Fee)

2nd Invoice: Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date)

Final Invoice: Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses)

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT's GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, MGT's GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of MGT's GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

MGT's GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT's GovHR will prepare a proposal for this service.



JAYMES VETTRAINO



Jaymes Vettraino is a Vice President with GovHR USA and provides municipal management consulting services to communities. His focus is on assisting with employee recruitment, classification/compensation, financial planning, operational management, human resources, community relations and economic development.

Prior to starting his consulting service, Jaymes spent 17 years as a City Manager, most recently as the City Manager of Rochester, MI. In Rochester, he had the opportunity to lead a dynamic management team to simultaneously reduce expenses and increase the level of community service during years of the "great recession." During his time as the Manager of Kutztown, PA, Jaymes had the opportunity to lead the college town in the development of its own fiber optic network and improve its relations with Kutztown University. Jaymes was also the first Manager of Pen Argyl, PA, where he led the community in creating a city manager form of government and implemented many grant funded quality of life improvement initiatives and projects.

Jaymes believes that great local communities are the foundation of our lives. Through his facilitative style and technical knowledge of local government, he excels at problem solving and consensus building.

PROFESSIONAL EDUCATION

- Master of Business Administration in Management, Lehigh University
- Bachelor of Science in Political Science, Michigan State University, MI

PROFESSIONAL DEVELOPMENT AND

SPEAKING ENGAGEMENTS

- Assistant Professor at Rochester University, Rochester, Michigan
- Adjunct Professor at Oakland University, Rochester, MI
- Former Adjunct Professor at Alvernia College, Reading, PA

MEMBERSHIPS AND AFFILIATIONS

- International City and County Managers Association
- Michigan Local Government Management Association
- Leadership Oakland County
- Pennsylvania Association of Municipal Managers
- American Public Power Association
- Pennsylvania Electric Association

AWARDS

- Distinguished Faculty Award, Rochester University, 2019
- Community Advocacy Award, Rochester Regional Chamber of Commerce, 2018
- Selected as one of "Oakland County's Elite 40 under 40", 2015
- Outstanding Service Award from Michigan Municipal League, 2013

PROFESSIONAL BACKGROUND

Over 17 Years in Local Government Management

- Director of the Center for Social Engagement, Rochester University, MI 2015-Present
- City Manager, Rochester, MI 2008-2015
- Town Manager, Kutztown, PA 2003-2008
- Town Manager, Pen Argyl, PA 1998-2003



P: 847.380.3240

www.govhrusa.com

#11

RESOLUTION



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

TO: Honorable City President and Members of the City Council

FROM: Alicia Martin, Purchasing Manager
Mark Yandrick, Planning Manager
Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: January 30, 2024

RE: **Resolution to approve a contract with AmeriScan to scan damaged Building, Planning and other City documents in the Ground Level of City Hall for an amount not to exceed \$119,021.68**

The scanning project will be completed in four phases:

- Phase One involves the scanning of damaged documents and additional building division documents not included in the original contract or amendment. The cost for this phase is **\$27,344** (G/L Code: 249-371-818.009).
- Phase Two involves the scanning of 605,000 standard pages of planning division documents and 8,100 planning drawings. The cost for this phase is **\$42,201.50** (G/L Code: 101-721-818.009).
- Phase Three involves the scanning of 690,600 standard pages of City Hall documents and 2,500 City Hall drawings. The cost for this phase is **\$42,101.18** (G/L Code: 101-171-818.000 – Other Professional Services).
- Phase Four involves the scanning of 85,000 standard pages of miscellaneous documents and 1,500 miscellaneous drawings. The cost for this phase is **\$7,375** (G/L Code: 101-171-818.000 – Other Professional Services).

The Purchasing Manager is permitting a Sole Source Justification for Compatibility or Integration Requirements: The service is required to be compatible with existing systems (Laserfiche). Documents scanning services were competitively bid in December 2022; the City of Pontiac awarded the bid to AmeriScan, who was the lowest responsive bidder.

This project will complete all legacy scanning of documents on the ground floor level of City Hall. The only remaining legacy scanning will be in a future project in the basement.

Therefore, based on the information provided above and attached, it is recommended that the Council pass the following resolution:



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO ENTER INTO A CONTRACT WITH AMERISCAN TO SCAN CITY DOCUMENTS IN THE BASEMENT OF CITY HALL

WHEREAS, the City Council approves that the Mayor or his Designee to execute the City's Contractor Services Contract with AmeriScan; and,

WHEREAS, the Purchasing Manager has met the competitive bid requirement of a major purchase by conducting the competitive bid process for scanning services; and

WHEREAS, document scanning on the Ground Level of City Hall will be conducted in four (4) phases; and

WHEREAS, the contract total cost for all four (4) phases shall not exceed \$119,021.68

NOW, THEREFORE, BE IT RESOLVED THAT, the Pontiac City Council authorizes the Mayor or his Designee to execute a Contractor Services Contract with AmeriScan for an amount not to exceed \$119,021.68.

CITY OF PONTIAC

BUDGET YEAR 1 ending 6/2024 - 5 months' worth of expense

BUDGET YEAR 2 ending 6/2025 - 7 months' worth of expense

BUDGET YEAR 3 \$0



January 3, 2024

Mark Yandrick, AICP, GISP
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mark,

AmeriScan Imaging Services, Inc. (AmeriScan) is pleased to submit a proposal for your document scanning needs. This document outlines the scanning requirements and clearly demonstrates that AmeriScan's team has the necessary experience and the business know-how to undertake such a project.

AmeriScan Imaging Services uses industry-leading document imaging technologies to provide superior scanning services to our clients. By combining the latest technologies with years of experience in the document imaging market, we provide our clients with accurate, high-quality digital files while maintaining the highest level of customer support in the industry.

To service our clients effectively, we have invested in the latest high-speed document scanning equipment and software. In addition, we have developed processes and procedures that maximize the efficiency with which assignments are completed. Further, AmeriScan prides itself on being flexible, delivering images and index data in formats that fit your needs.

Again, we thank you for the opportunity to submit a proposal and we look forward to developing a strong partnership and a mutually rewarding business relationship for the years to come.

Sincerely,

Kevin S Serbenski

Kevin S. Serbenski
Sr. Project Manager
AmeriScan Imaging Services

50690 Rizzo Drive
Shelby Township, MI 48315

P: 586.532.0022
F: 586.532.9995
Toll Free: 877.727.0022

Service Specification

Project Introduction (Statement of Work) & Estimated Quantities

The City of Pontiac (Planning and City Hall) has additional blueprints and files that need to be scanned, indexed, & uploaded into their document management software Laserfiche. There are 26 boxes that contain permits and other document types will need to be identified and tagged as individual files. There are approximately 24,200 large format drawings of which approximately 1/3 are considered poor quality (water damage, torn, and jagged edges). All files will be indexed by street number, name, and parcel ID. AmeriScan will reference the City of Pontiac's DB for indexing. AmeriScan will scan each document as a multi-page PDF file.

BUILDING DEPARTMENT (Phase 1):

Description	Quantity	Total Pages
Poor Quality Drawings/Plans	6,000	6,000
Additional Boxes of Files/Drawings	26 Boxes	91,000
Additional Drawings removed from Large Boxes	18,200	18,200

PROJECT SCHEDULE

Phase 1 to be completed by May1, 2024

PROJECT INVESTMENT

Company: City of Pontiac Phase 1	
PROJECT DETAILS	
Standard Pages (Building)	100,100
Drawings (Building)	23,600
Boxes (Building)	26
PHASE II - PLANNING PROJECT INVESTMENT	
Poor Quality Drawings/Plans Investment	\$ 4,500.00
Additional Boxes of Files/Drawings Investment	\$ 6,708.00
Additional Drawings inside Large Boxes Investment	\$ 13,650.00
Subtotal	\$ 24,858.00
10% Contingency	\$ 2,485.80
PHASE 1 - BUILDING TOTAL PROJECT INVESTMENT	\$ 27,343.80



January 3, 2024

Mark Yandrick, AICP, GISP
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mark,

AmeriScan Imaging Services, Inc. (AmeriScan) is pleased to submit a proposal for your document scanning needs. This document outlines the scanning requirements and clearly demonstrates that AmeriScan's team has the necessary experience and the business know-how to undertake such a project.

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Again, we thank you for the opportunity to submit a proposal and we look forward to developing a strong partnership and a mutually rewarding business relationship for the years to come.

Sincerely,

Kevin S Serbenski

Kevin S. Serbenski
Sr. Project Manager
AmeriScan Imaging Services

50690 Rizzo Drive
Shelby Township, MI 48315

P: 586.532.0022
F: 586.532.9995
Toll Free: 877.727.0022

Service Specification

Project Introduction (Statement of Work) & Estimated Quantities

The City of Pontiac (Planning and City Hall) has blueprints and property address files that need to be scanned, indexed, & uploaded into their document management software Laserfiche. The files and blueprints are located at City Hall and will be scanned into a multi-page pdf and indexed by either the property address and/or parcel ID. All services will take place at AmeriScan Imaging Services located at 50690 Rizzo Drive, Shelby Township, MI 48315.

PLANNING (Phase 2):

Location	Description	Quantity	Average Pages Per Unit	Total Pages
Basement	Loose Files - Top Shelf	26	3,200	83,200
Basement	Loose Files - On Table	22	3,200	70,400
Basement	File Cabinet Drawers	45	5,000	225,000
Basement	Loose files - On File Cabinets	14	3,200	44,800
Basement	2.0 CU FT Boxes	19	4,000	76,000
Basement	Open Shelves of Plans	36	75	2,700
Basement	Boxes of Plans	4	100	400
Basement	File Drawings	2,000	1	2,000
Upstairs	36" File Drawers	12	6,000	72,000
Upstairs	24" File Drawers	2	4,000	8,000
Upstairs	1.2 CU FT Boxes	8	3,200	25,600
Upstairs	Loose Plans	3,000	1	3,000

CITY HALL (Phase 3):

Location	Description	Quantity	Average Pages Per Unit	Total Pages
Basement	3-Ring Binders	48	500	24,000
Basement	Wheel Barrel	1	10,000	10,000
Basement	1.2 CU FT Boxes	58	3,200	185,600
Basement	2.0 CU FT Boxes	36	5,500	198,000
Basement	2.5 CU FT Boxes	12	5,500	55,000
Basement	36" File Drawers	7	6,000	42,000
Basement	24" File Drawers	44	4,000	176,000
Basement	Loose Plans	2,500	1	2,500

BREAKROOM (Phase 4):

Location	Description	Quantity	Average Pages Per Unit	Total Pages
Basement	Loose Files – Large Tubs	3	20,000	60,000
Basement	Loose Drawings – Table/Floor/Files	1	1,500	1,500
Basement	Loose Files – Tables ad Floor	1	25,000	25,000

Paper Condition:

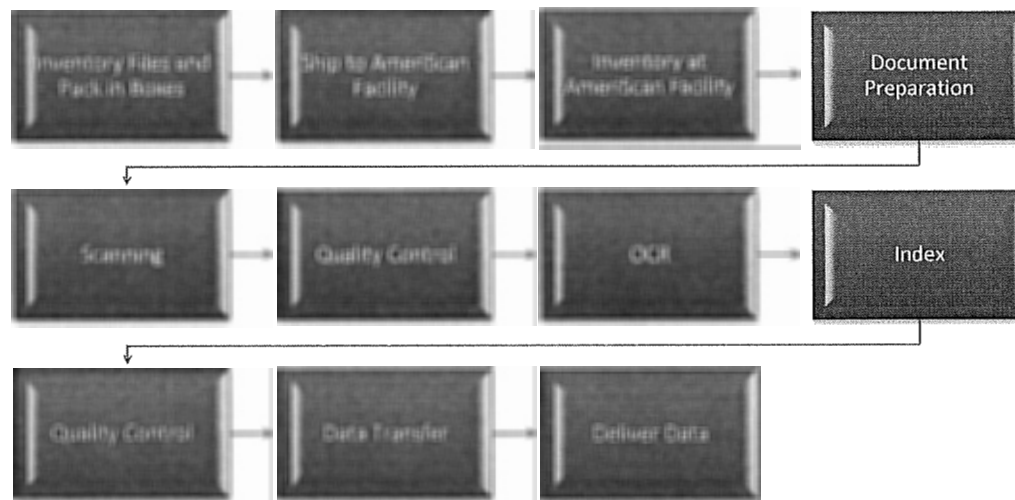
- Age of paper – New and old
- Most pages (95%+) are of standard size
- Some of the pages have staples
- Some of the pages are double sided
- Some of the property address files contain large format drawings/maps
- Some pages consist of large format drawings/maps

Location:

All files are located at the Pontiac city hall, which is located at 47450 Woodward Avenue, Pontiac, MI 48342.

DESCRIPTION OF DELIVERABLES

Project Workflow



Project Setup

The first step for any project is to configure the correct project workflow and then assemble the best team to meet all deliverables. Project Setup shall include the following:

- Determine project schedule and expectations
- File request portal training and documentation
- Assemble best team possible

Document Preparation

Pre-Scanning preparation shall include the following:

- Remove the pages from each file folder/binder.
- Remove staples, paper clips, and any other binding.
- Tape torn or tattered documents to allow proper scanning.
- Insertion of bar-coded sheets for document breaks and/or reading of barcodes.
- Sticky notes will need to be removed and applied to open area.
- Count the number of files per box.



Scanning (Standard)

AmeriScan shall use the following processes to ensure the highest quality image results from the scanning of each document:

- Scan each file into a B/W PDF file at 300 dpi.
- Ensure pages are correctly orientated.
- Remove blank pages from the PDF.
- File folders do not need to be scanned.
- Verify the number of files per box.

Large Format Scanning (Blueprints/Drawings/maps)

AmeriScan shall use the following processes to ensure the highest quality image results from the scanning of each document:

- Scan each drawing at 300 dpi in either black & white or in grayscale.
- Ensure pages are correctly orientated.

Indexing/OCR (Optical character recognition)

AmeriScan shall use the following processes to ensure the highest data-entry accuracy:

- Index each file by the address and/or the parcel ID.
- Use Match and merge technology if applicable.
- Perform OCR (Optical character recognition) on the resulting PDF.

Uploading/ Data Transfer

Once the converted files have successfully passed all quality control reviews, we will transfer the images and index data onto a portable drive and deliver it back to the City of Pontiac. AmeriScan Imaging Services will retain all electronic data for 12 months after delivery.

File Requests – Customer Web Portal

Once the files are in our possession that doesn't mean you can't access them. AmeriScan will provide file requests to you and your staff at no additional charge. Just let us know what you need, and we will upload the requests to a secure web portal. If you need the actual hard copy file and/or box(s) we can deliver/ship them as needed. Our hours of operation are 8:00 am – 5:00 pm EST, Monday thru Friday. If you have a file request, you can email us at filerequest@ameriscanimaging.com or call us at (877) 727-0022. You will need to provide your name, company name, customer account number, contact number, email address, and the file(s), document(s), and/or box(s) you're requesting. All file requests will be processed within 24 hours. Emergency/Urgent requests will be processed immediately.



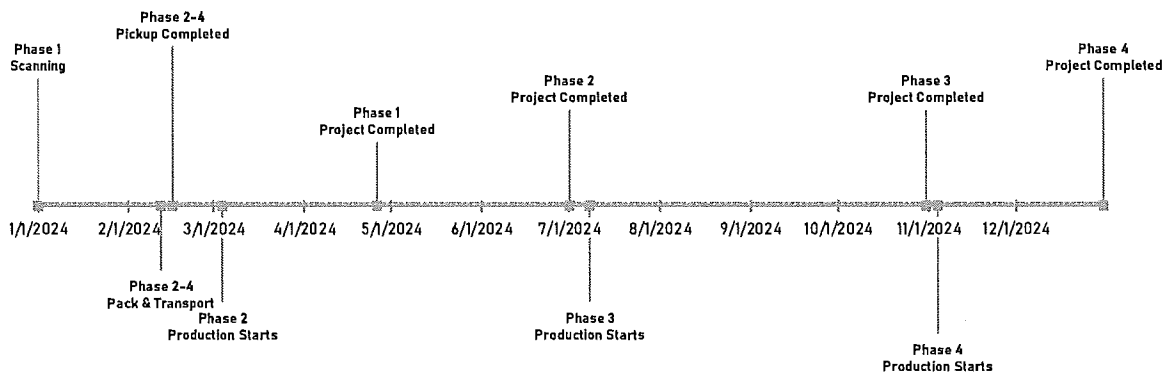
Project Timeline

Project Milestones

DATE	MILESTONE	ASSIGNED TO
1/1/2024	Scanning	Phase 1
4/26/2024	Pack & Transport	Phase 2-4
2/12/2024	Pickup Completed	Phase 2-4
2/16/2024	Production Starts	Phase 2
3/4/2024	Project Completed	Phase 1
7/1/2024	Project Completed	Phase 2
7/8/2024	Production Starts	Phase 3
10/31/2024	Project Completed	Phase 3
11/4/2024	Production Starts	Phase 4
12/31/2024	Project Completed	Phase 4



PROJECT TIMELINE Phase 1-4



PROJECT INVESTMENT

Company: City of Pontiac	
PROJECT DETAILS	
Standard Pages (City Hall)	690,600
Drawings (City Hall)	2,500
Standard Pages (Planning)	605,000
Drawings (Planning)	8,100
Standard Pages (Breakroom)	85,000
Drawings (Breakroom)	1,500
AMERISCAN UNIT INVESTMENT	
Pickup, Pack, Boxes, and Transport Rate	\$ 750.00 - 2,500.00
Delivery Rate	\$ 750.00
Standard Scanning Per Page Rate	\$ 0.048
Large Format Scanning Rate	\$ 0.75
PHASE II - PLANNING PROJECT INVESTMENT	
Pickup and Transport Investment	\$ 2,500.00
Standard Scanning Investment	\$ 29,040.00
Large Format Scanning Investment	\$ 6,075.00
Delivery Investment	\$ 750.00
Subtotal	\$ 38,365.00
10% Contingency	\$ 3,836.50
PHASE II - PLANNING TOTAL PROJECT INVESTMENT	\$ 42,201.50
PHASE III - CITY HALL INVESTMENT	
Pickup and Transport Investment	\$ 2,500.00
Standard Scanning Investment	\$ 33,148.80
Large Format Scanning Investment	\$ 1,875.00
Delivery Investment	\$ 750.00
Subtotal	\$ 38,273.80
10% Contingency	\$ 3,827.38
PHASE III - CITY HALL TOTAL PROJECT INVESTMENT	\$ 42,101.18
PHASE IV - BREAKROOM INVESTMENT	
Pickup and Transport Investment	\$ 750.00
Standard Scanning Investment	\$ 4,080.00
Large Format Scanning Investment	\$ 1,125.00
Delivery Investment	\$ 750.00
Subtotal	\$ 6,705.00
10% Contingency	\$ 670.50
PHASE IV - BREAKROOM TOTAL PROJECT INVESTMENT	\$ 7,375.50

NOTE: The Project Investment represents a good faith estimate of the costs for the Works. The actual cost may vary and will depend on the actual number of images/boxes scanned.

#12

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Department of Purchasing

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager
Timothy Sadowski, Finance Director

CC: Mayor Tim Greimel, and Deputy Mayor Khalfani Stephens

DATE: January 30, 2024

RE: Resolution to approve the Proposed Budget Amendment for the Budget Year 2023-2024 - Increase in Budget Appropriations for General Ledger Account 101-233-818.000 (Professional Services) for a Procurement Consultant and for the OpenGov Software

The Purchasing Manager is asking the Council to pass a resolution to amend the budget to increase the professional services general ledger account 101-233-818.000. The increase will allow for the purchase of a professional procurement consultant, by way of the Procurement Consulting Group (PCG) totaling \$57,750, and for the Purchasing Division to purchase a license and implementation for the OpenGov cloud-based procurement software for \$31,535.

The professional procurement consultant will help the Purchasing Division develop and process solicitations for major goods and services that cost \$10,000 and greater. The consultant will also assist the purchasing manager with organizing contracts and will assist with completing tasks associated with the OpenGov cloud-based procurement software and implementation.

Obtaining a license for OpenGov's procurement software will improve the City's purchasing processes and systems. The current system, while functional, is limiting the division's ability to manage purchasing efficiently. Use of this software will allow the City's Purchasing Division to enhance its efficiency, reduce costs, and improve overall accountability for supplier onboarding, solicitation management, contract management, and supplier evaluations.

The breakdown of the proposed budget amendment is as follows:

Fund 101 -	General Fund	
Dept 233	101-233-818.000 -Professional Services (consultant)	\$57,750
	101.818.000 – Professional Services (software)	\$31,535
Total Budget Amendment Request – Not to Exceed		\$89,285

The Purchasing Department requests that the Pontiac City Council authorizes the approval of the proposed budget amendment to increase the appropriation in Fund 101– General Fund, specifically in General Ledger Account 101-233-818.000 (Professional Services), with an amount Not to Exceed \$89,285.



CITY OF PONTIAC CITY COUNCIL

City Council Resolution to approve the Proposed Budget Amendment for the Purchasing Division to obtain a license for OpenGov procurement software and to hire a procurement professional from Professional Consulting Group in an amount not to exceed \$89,250.

WHEREAS, the Purchasing Division is in need of support staff and industry software to aid in the efficient and timely processing of solicitations for goods and services; and

WHEREAS, the Purchasing Manager is requesting a budget amendment for FY 2023-2024 to pay for a license for OpenGov software and to hire a procurement consultant; and

WHEREAS, the Purchasing Manager is requesting a procurement consultant to review existing policies, engage in strategic planning and recommend operational solutions; and

WHEREAS, the Proposed Budget Amendment requires an increase in the fund balance by \$89,285 for the OpenGov software and the procurement consultant;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby approves the Purchasing Department's Proposed Budget Amendment to increase appropriations in General Fund (Purchasing) 101-233-818.000 in an amount not to exceed \$89,285 for FY 2023-2024 for OpenGov software and a Procurement Consultant; and

BE IT FURTHER RESOLVED, that the Mayor or his Designee are authorized to enter into a contract with Professional Consulting Group and to purchase OpenGov software.

#14

RESOLUTION

**CITY OF PONTIAC
Oakland County, Michigan**

**RESOLUTION TO PROCEED IN CLOSED SESSION TO CONSIDER MATTERS EXEMPT FROM
DISCUSSION OR DISCLOSURE BY STATE OR FEDERAL LAW IN ACCORDANCE WITH
MCL 15.268(h)**

RESOLUTION # ----

Minutes of a regular meeting of the City Council for the City of Pontiac, held City Hall,
47450 Woodward Ave, Pontiac, MI on January 30, 2024 at 6:00 p.m. or thereafter, local time.

The following resolution was offered by Council member _____ and
supported by Council member: _____

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, the referenced discussion is the subject of attorney-client privilege and is exempt from
disclosure and may be discussed in Closed Session pursuant to MCL 15.268(h) of the Open
Meetings Act.

NOW THEREFOR BE IT RESOLVED, the City Council will proceed in Closed Session
pursuant to Section 8(h) of the Open Meetings Act.

YEAS: Council Members _____

NAYS: Council Members _____

ABSTAIN: Council Members _____

RESOLUTION DECLARED ADOPTED.

Garland Doyle, Clerk
City of Pontiac

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Garland Doyle, City Clerk, City of Pontiac, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on January 30, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ 2024.

Garland Doyle, Clerk
City of Pontiac