

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



Kamryn Hoadley, Chief Assistant City Clerk

Phone: (248) 758-3200

153rd Session of the 11th Council – Tuesday, June 25, 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. Finance and Personnel Subcommittee Minutes from June 13, 2024
- B. Public Safety Health and Wellness Subcommittee Minutes from June 13, 2024
- C. City Council Meeting Minutes from June 18, 2024
- D. Resolution Recognizing July as Minority Mental Health Month in Pontiac
- E. Resolution Recognizing July as Disability Pride Month in Pontiac

Special Presentation

- 1. Oakland County Water Rate Changes, Project Updates
Presenter: Jim Nash, Oakland County Water Resources Commissioner (WRC)

Resolution

Mayor's Office

- 2. Resolution to approve the appointment of Lisa Campbell as the Grants and Philanthropy Department Director

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinance

- 3. An Ordinance to Amend the City of Pontiac Municipal Code Chapter 2, "Administration," Article Iii, "Departments," Division 2, "Department Of Finance," Sections 2-86, Established; Responsibilities Generally," To Remove References To Human Resources Responsibilities; 2-87 "Functions And Duties," To Remove Duties that are Human Resources' Responsibilities; and 2-88,"Director," To Add Alternative Qualifications for the Director Position (**Second Reading**)

Resolutions Continued

Department of Public Works (DPW)

4. Resolution to authorize the Mayor or Deputy Mayor to Execute a City Contract with Priority Waste to Provide Waste Management Services to the City of Pontiac's Residents and Business for a Term of Ten Years

Department of Public Works (DPW)/City Engineering

5. Resolution to enter into a Contract Agreement with Hubbell, Roth & Clark Inc. for Design Engineering Services on Auburn Road Construction (\$291,923 cost, from the Major Roads Fund)

Finance Department

6. Resolution approving the following Budget Amendments for Various Departments for Fiscal Year 2023-2024
Fund 101 - General Fund: Fund Balance Increase of \$808,592; Fund 202 – Major Streets: Fund Balance Change \$0; Fund 212 - Senior Activities Millage: Fund Balance Decrease of (\$83,200); Fund 249 - Building Inspection Fund: Fund Balance Increase of \$90,000; Fund 284 - Opioid Settlement Fund: Fund Balance Increase of \$220,400; Fund 285 – ARPA: Fund Balance Change \$0; Fund 659 - Insurance Fund: Fund Balance Decrease of (\$268,200)

Grants and Philanthropy Department

7. Resolution to approve the acceptance of \$130,000 from Oakland Livingston Human Services Agency for the Senior Chore Program Grant Program
8. Resolution to approve the Awarding of the Homelessness Intervention Initiative to Catholic Community Response Team, Girls Matter DbA Kids Empowered On The Move, The Baldwin Center, Inc., and E-Community Outreach Services and authorize the Mayor or Deputy Mayor to execute the agreements

Parks and Recreation Department

9. Resolution to authorize the Mayor or Deputy Mayor to Execute the AIA 133-2019 Agreement for Clark Construction Company and White Construction Company (Joint Venture) to Provide Pre-Construction Manager At-Risk (CMAR) Services for the New Youth Center Design Project

Public Comment (Three Minutes Time Limit)

Discussions

10. Seeking Progress on City of Pontiac Retiree Benefits Restoration, Legal Process Conclusion
11. Status Update on Department Director Vacancies, Hiring Process

Public Communications

City Council

12. Encouraging Residents to Apply for Oakland County Water Resources Commission Hardship Assistance Program Funding to Assist with Past Due Water Bills and Plumbing Repairs
13. Concert in the Park "Jaycee Jams," Groove Session and the Will Cyprian Experience at Jaycee Park, June 26, 2024, at 7 pm
14. The Next Meeting of the District Four Community Council Meeting will be, Thursday, June 27, 2024, at 6:00 pm. It is held at New Mount Moriah International Church at 313 E. Walton Boulevard, Pontiac 48340. For more information, contact District Four Councilwoman Kathalee James.
15. The Next Meeting of the District Six Community Meeting will be Thursday, June 27, 2024 at 6:00 pm. It is held at Ruth Peterson Senior Center. For more information, contact District Six Councilman, Pro Tem William A. Carrington.

16. Accent Pontiac Birdies and Beats Fundraiser, June 28, 2024, at 8:30 am, held at the Links at Crystal Lake, 800 Golf Drive, Pontiac 48341. For more information, contact dmiller@accentpontiac.org
17. Concert in the Park "Rotary Rhapsody," Polyesta Playaz at Rotary Park, Jul 11, 2024, at 7 pm
18. Elam Family and Friends Block Party, Saturday, July 20, 2024, from 11:00 am to 7:00 pm, held outside the Elam Barber Shop, 485 S. Sanford Street, Pontiac 48341.
19. Concert in the Park "Ritmo y Cancion!" Mariachi Jalisco and Pancho Villa's Skull at Oakland Park, July 24, 2024, at 7 pm
20. Oakland County's Historical Society 55th Annual Summer Ice Cream Social, Saturday, July 27 and Sunday, July 28 from 12:00 to 4:00 pm each day. Free admission and free ice cream. Held at their Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342.
21. Pontiac Transportation Museum Grand Opening Celebration, Saturday, July 27, 2024, at 5:00 pm, located at 250 W. Pike Street, Pontiac 48341.
22. Concert in the Park "Music at Murphy," Best You Neva Had and Danielle at Murphy Park, August 8, 2024, at 7 pm
23. Concert in the Park "North Kiwanis Notes," Consuming Arts, Microphone Phelps, and MACS the Realist at North Kiwanis Park, August 21, 2024, at 7 pm
24. Concert in the Park "Hip-Hop in the Park," Performers to be announced, Beaudette Park, September 5, 2024, at 7 pm
25. Pontiac Arts Crawl happening in Downtown Pontiac on Saturday, September 7, 2024. The Pontiac Arts Commission has put out a Call for Participants, looking for musicians, visual artists, performers, and vendors.

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA A



Finance and Personnel Subcommittee

Minutes

June 13, 2024

2:00PM

Pontiac City Hall

City Council Conference Room Second Floor

47450 Woodward Avenue

Pontiac, Michigan 48342

Committee Members: Brett Nicholson, William Parker Jr., and Kathalee James

Others Present: Sherikia Hawkins, Sekar Bawa, Melinda Durakovic, Deborah Younger, Shannon Hensel, Matthew Turner-Reed, Candis Benford, and Renee Hall

The meeting convened at 2:00 p.m.

Updates from Economic Development

1. Neighborhood Enterprise Zones were discussed, this is a program which was established by the Public Act of 147 of 1992. The program provides a tax incentive for the development and rehabilitation of residential housing. A proposed NEZ Zone is 1.126 acres in the City of Pontiac. Conversation transitioned to the Home Repair Program, there were a total of 90 homes completed in a years' time.

Updates from Grants and Philanthropy

2. There was an update given on the CHORE Program, this is a grant for a total of \$130,000. The law director is currently reviewing this agreement.

Updates from Finance

3. YTD Financial Review- Statement of Revenues and Expenditures.
 - Consolidated Revenue and Expenditures report for period ending May 31, 2024.
 - Overview of Income Tax Collections for the period ending on May 31, 2024.
 - Details regarding Property Tax collections for the period ending on May 31, 2024.
 - A Cash Summary by Fund as of May 31, 2024.
 - A Comparative Balance Sheet for all funds as of May 31, 2024.
 - Information on the Grants Ledger for the period ending May 31, 2024.
 - A Revenue and Expenditure report featuring Original and Amended Budgets for the period ending on May 31, 2024.
 - Payroll Transition with BS&A, the City will not be switching from ADP to BS&A by the end of the year.



Finance and Personnel Subcommittee

Minutes

June 13, 2024

2:00PM

Pontiac City Hall

City Council Conference Room Second Floor

47450 Woodward Avenue

Pontiac, Michigan 48342

Committee Members: Brett Nicholson, William Parker Jr., and Kathalee James

Others Present: Sherikia Hawkins, Sekar Bawa, Melinda Durakovic, Deborah Younger, Shannon Hensel, Matthew Turner-Reed, Candis Benford, and Renee Hall

Update from Human Resources

4. There was an update given on compensation. Phase II compensation study is currently being reviewed. Conversation ensued with a Titan Wealth Management Update and USI Insurance Broker Transitions and Systems. The next item that was discussed was the New Employee Handbook, that was been sent to Clark Hill for review, the human resources team will be finalizing edits within the next couple of weeks.

One individual addressed the body during public comment.

The meeting Adjourned at 3:19 p.m.

CONSENT AGENDA B



Pontiac City Council Public Safety Health & Wellness Subcommittee

Minutes

June 13, 2024

4:30 PM

Pontiac City Hall

City Council Conference Room Second Floor

47450 Woodward Avenue

Pontiac, Michigan 48342

Committee Members: William Carrington (Chair), Kathalee James, and Councilperson William Parker,
Others Present: Sennel Threlkeld, H. Weir, Sherikia Hawkins, Deputy Mayor Khalfani Stephens and Mayor
Tim Greimel.

The Meeting Convened at 4:30 p.m.

Haven Community Organization was unable to give their presentation. The second item on the agenda was an update on ceasefire. The Cease fire contract has been executed and currently staff is being recruited for the positions. Deputy Mayor Stephens will follow up with the committee with an update on hiring and protocol for law enforcement to work with the program.

Conversation ensued and an update on Crime Statistics was given. From April 2024 to May 2024 there was an increase in assaults, B&E, and Larceny. There was a decrease in Homicide (s), MDOP, and Robbery. The Oakland County Sheriff's Department spoke on newly implemented violent reduction strategies. Further conversation continued Domestic Violence and mental illness as related to police and community engagement. Lastly there was extended conversation concerning Loitering with an emphasis on the state laws in place and the ability to implement a local ordinance.

Star EMS provided a report of 911 Responses from March 2024 to May 2024.

March Number of 911 Requests 1001

Priority 1 776 Average Response Time 7 minutes

Priority 2 225 Average Response Time 9 minutes

April Number of 911 Request 1035

Priority 1 1035 Average Response Time 6 minutes

Priority 2 211 Average Response Time 8 minutes



Pontiac City Council Public Safety Health & Wellness Subcommittee

Minutes

June 13, 2024

4:30 PM

Pontiac City Hall

City Council Conference Room Second Floor

47450 Woodward Avenue

Pontiac, Michigan 48342

Committee Members: William Carrington (Chair), Kathalee James, and Councilperson William Parker,
Others Present: Sennel Threlkeld, H. Weir, Sherikia Hawkins, Deputy Mayor Khalfani Stephens and Mayor
Tim Greimel.

May Number of 911 Request 1069

Priority 1 867 Average Response Time 6 minutes

Priority 2 202 Average Response Time 8 minutes

Waterford Regional Fire Department was not present at this meeting.

There was one individual that commented during Public Comment.

The meeting ended at 5:16 P.M.

CONSENT AGENDA C

**Official Proceedings
Pontiac City Council
152nd 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, June 18, 2024, at 6:02 p.m. by Council President Mike McGuinness.

Invocation – Minister Veronica Taylor - Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Tim Greimel was present.

A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilman Brett Nicholson from the meeting for personal reasons. Moved by Councilperson Rutherford and seconded by Councilperson Goodman.

Ayes: Carrington, Goodman, 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 seconded by Councilperson Goodman.

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

No: None

Motion Carried

Consent Agenda

24-173 **Resolution to approve the consent agenda for June 18, 2024.** Moved by Councilperson Rutherford and seconded by Councilperson Parker.

WHEREAS, the City Council has reviewed the consent agenda for June 18, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for June 18, 2024, including the City Council Regular Meeting Minutes from June 11, 2024, a Resolution Honoring the Life of Service of Donald Russell, Sr. and a Resolution Expressing Concern with City Signage at Home Repair Program Sites.

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

No: None

Resolution Passed

24-174(B) **Resolution Honoring the Life of Service of Donald Russell, Sr.** Moved by Councilperson Rutherford and seconded by Councilperson Parker.

WHEREAS, the City of Pontiac has been privileged to have many exemplary community leaders serve in the City of Pontiac over the decades; and,
WHEREAS, born in New Orleans, Louisiana, Mr. Donald Louis Russell moved to Pontiac and graduated from Pontiac Central High School in 1970; and,
WHEREAS, Mr. Russell was an officer and worked Road Patrol for the Pontiac Police Department, and retired from the City in 2011; and,
WHEREAS, Mr. Russell continued his law enforcement career with the Oakland County Sheriff's Department, working as a Deputy and continuing to serve the people of Pontiac through that role, retiring on October 25, 2023; and,
WHEREAS, those may say if you knew Mr. Russell you know he never met a stranger, making friends everywhere, he was a fanatic about his yard and loved mowing his lawn, Mr. Russell enjoyed hosting at his house cooking and BBQing for everyone and you never left with an empty stomach, and most of all he loved his family and the time he was able to spend with them; and,
WHEREAS, Mr. Russell passed away on June 11, 2024 at the age of 72, which is a tragic loss for his family and for our community;
NOW, THEREFORE BE IT RESOLVED, the Pontiac City Council in partnership with Mayor Tim Greimel hereby mourns the passing of Donald Louis Russell Sr.; and
FURTHER RESOLVED, the City Council expresses our deepest gratitude for Mr. Russell's dedicated service to our City and to the citizens whose lives he enriched; and
FURTHER RESOLVED, he will be remembered by this Council and the Pontiac community as a dedicated and hardworking person who made a positive difference in our City for many years; and
FURTHER RESOLVED, the City of Pontiac extends our deepest sympathies to his family, friends, neighbors, and colleagues.

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

No: None

Resolution Passed

24-175(C) **Resolution Expressing Concern with City Signage at Home Repair Program Sites.** Moved by Councilperson Rutherford and seconded by Councilperson Parker.

WHEREAS, the City of Pontiac is pursuing multiple initiatives to improve the quality of life for our citizens, the funding for which originates from the federal government's American Rescue Plan Act funding to the City; and,
WHEREAS, one of those initiatives is the Home Repair Program, making investments in our neighborhoods by improving the housing stock for our residents who don't have access to resources to otherwise make those necessary improvements; and,
WHEREAS, some of the homes that were approved for the Home Repair Program that are active construction sites have had signs placed at the property by the City of Pontiac indicating that the work is being done as part of the Home Repair Program; and,
WHEREAS, those signs from the City prominently display the name of Mayor Tim Greimel at the top, and much larger than the name of the Home Repair Program; and,
WHEREAS, the Pontiac City Council was not consulted on this signage decision and the contents of the

signage;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby expresses our concern at the City Administration's decision to prominently promote Mayor Tim Greimel's name in the signage at the Home Repair Program work sites; and

FURTHER RESOLVED, the City Council wishes to make it clear that we were not consulted nor involved in the City Administration's decision to use the Home Repair Program site signage to prominently emphasize the Mayor's name; and

FURTHER RESOLVED, the City Council requests that Mayor Greimel notify the Council whether we should anticipate other, similar installations or signage at future American Rescue Plan Act-funded initiatives and improvements, or other City-involved construction sites.

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

No: None

Resolution Passed

Special Presentation

Proposed Sale of City-Owned Parcels on Walnut Street

Presentation Presenter: Economic Development Manager Younger

Public Hearing

Public Hearing on the Proposed Sale of vacant city-owned development lots located at 17 Walnut St., 14-32-133-006; 21 Walnut, 14-32-133-007; 29 Walnut St., 14-32-133-009; 33 Walnut St., 14-32-133-010; and 28 Walnut St., 14-32-133-011

Opened: 6:16 pm

Closed: 6:17 pm

1. Robert Bass – Question regarding the timeline on reversal

Special Presentation

Proposed Sale of City-Owned Property at Former Perdue School Site

Presentation Presenter: Economic Development Manager Younger

Public Hearing

Public Hearing on the Proposed Sale of 25 S. Sanford Parcel 14-28-455-001 (Perdue School)

Opened: 6:30 pm

Closed: 6:37 pm

1. Kermit Williams – Excited to hear about the redevelopment for seniors. He suggested that City Council make the zoning of the property conditional for senior living.
2. Dr. Waterman – Senior housing is much needed. Interested in hearing more about the mission of Cinnaire.
3. Veronica Taylor – Supports cleaning up the area. Emphasized the need for a good management company.
4. Marcus Bowman – Supports the sale. Expressed concern regarding the cost and the environmental impact.
5. Robert Bass – Would have liked to see specifics of the proposed sale before the public hearing. Supports the sale.

Resolution

24-176 Resolution For Authorization to Enter into An Option Agreement for Perdue School, Parcel Number 64-14-28-455-001, Located At 25 S. Sanford Street. Moved by Councilperson Parker and seconded by Councilperson James. Discussion.

Motion to Amend Resolution For Authorization to Enter into An Option Agreement for Perdue School, Parcel Number 64-14-28-455-001, Located At 25 S. Sanford Street to Strike the First Resolved, Consolidate into one Resolved that Speaks Only to an Option Approval Include Language in the Second Resolved and Include Language Regarding Affordable Housing For Seniors. Moved by Councilperson James and seconded by Councilperson Carrington.

~~THEREFORE BE IT RESOLVED that the Pontiac City Council approves the sale of Perdue School, located at 25 S. Stanford Street, Parcel No., 64-14-28-455-001, to Cinnaire Solutions Corporation and the Pontiac Housing Commission for \$1.00.~~

THEREFORE BE IT ~~FURTHER~~ RESOLVED that the Pontiac City Council approves the option agreement for \$1.00 for no more than one year in duration with Cinnaire Solutions Corporation for the former Perdue School located at 25 S. Sanford Street, Parcel No., 64-14-28-455-001 and authorizes the Mayor or the Mayor's Designee to enter into an Option Agreement for \$1 with Cinnaire Solutions ~~to develop~~ for the purposes of developing affordable housing for seniors in the City of Pontiac.

Ayes: Parker, Carrington, Goodman, James and McGuinness

No: None

Councilperson Rutherford was absent for the vote.

Motion Carried

24-176 Amended Resolution For Authorization to Enter into An Option Agreement for Perdue School, Parcel Number 64-14-28-455-001, Located At 25 S. Sanford Street. Moved by Councilperson Parker and seconded by Councilperson James.

WHEREAS, pursuant to section 3.113 of the Pontiac Home Rule Charter, a public hearing must be held and City Council must also grant approval before city-owned property is sold; and
WHEREAS, the City is owner of certain real property located in the City of Pontiac and described as Perdue School located at 25 S. Sanford Street, Parcel Number 64-14-28-455-001; and
WHEREAS, the property is legally described as: T3N, R10E, SEC 28 ARDMORE AN ADDITION LOT 67 TO 86 INCL & VAC ALLEY ADJ ALSO CITIZENS DEV. COX ADD, LOTS 197 TO 210 INCL LOTS 222 TO 226 INCL, & VAC POR OF ARDMORE ST LYING ADJACENT; and
WHEREAS, Cinnaire Solutions Corporation is a Michigan-based nonprofit real estate development company that has invested \$6.3 billion to revitalize communities and has supported 1100 housing developments and provided 69,000 affordable apartments homes; and
WHEREAS, the Pontiac House Commission is a long-standing pillar of the community, supporting low-income housing for residents of the City of Pontiac; and
WHEREAS, Cinnaire will form a joint venture with the Pontiac Housing Commission to build affordable senior housing within this community; and
WHEREAS, in consideration for developing new, affordable housing, the City will enter into an Option Agreement for \$1.00 for one year for the developers to gain site control, conduct necessary environmental studies, acquire rezoning permits, and to secure financial funding for the project.
THEREFORE BE IT RESOLVED that the Pontiac City Council approves the option agreement for \$1.00 for no more than one year in duration with Cinnaire Solutions Corporation for the former Perdue School located at 25 S. Sanford Street, Parcel No., 64-14-28-455-001 and authorizes the Mayor or the Mayor's

June 18, 2024, Draft

Designee to enter into an Option Agreement for \$1 with Cinnaire Solutions for the purposes of developing affordable housing for seniors in the City of Pontiac.

Ayes: McGuinness, Parker, Carrington, Goodman and James

No: None

Abstain: Rutherford

Resolution Passed

Recognition of Elected Officials

1. Kermit Williams – Vice Chairperson – Charter Revision Commission
2. Angela Allen – Secretary – Pontiac Library Board

Agenda Address

1. Dr. Waterman addressed item #8.
2. Carlton Jones addressed items #8, #15 and #16.
3. Darlene Clark addressed item #8.

Agenda Items

Discussions

Keeping Pontiac Residents Safe During Extreme Heat; Cooling Centers Available at Both Senior Centers

Juneteenth is a recognized holiday in the City of Pontiac; a reminder that Pontiac City Hall is closed on Wednesday, June 19, 2024.

Ordinances

2446 **Adoption of the City of Pontiac 2024-2025 Appropriations Act Ordinance. (Second Reading)** (*Postponed for one week from the City Council Meeting on June 11, 2024*). Moved by Councilperson Rutherford and seconded by Councilperson James.

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

No: None

Ordinance Adopted

****See Ordinance 2446 as Exhibit A after the minutes****

24-169 **Resolution to approve the First Reading of an Amendment to Ordinance No. 2287 an ordinance to restructure the departments of the City of Pontiac Section 2-88 Finance Director eligibility requirements. (First Reading)** (*Postponed for one week from the City Council Meeting on June 11, 2024*). Moved by Councilperson James and seconded by Councilperson Parker. Discussion.

Motion to approve Replacing the Proposed Ordinance Language Approved at the first reading held at the June 11, 2024 Meeting with new language to Amend Ordinance No. 2287 an ordinance to restructure the departments of the City of Pontiac Section 2-88 Finance Director eligibility requirements. (First Reading) (*Postponed for one week from the City Council Meeting on June 11, 2024*). Moved by Councilperson Rutherford and seconded by Councilperson Parker.

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

No: None

Motion Carried

Motion to Amend Resolution to approve the First Reading of an Amendment to Ordinance No. 2287 an ordinance to restructure the departments of the City of Pontiac Section 2-88 Finance Director eligibility requirements to strike the last sentence of the resolution. (First Reading). *(Postponed for one week from the City Council Meeting on June 11, 2024).* Moved by Councilperson Rutherford and seconded by Councilperson Carrington.

The Finance Director shall have a master's degree in accounting, business administration, finance, or public administration **OR IN A RELATED FIELD** and at least **THREE TO** five years' experience in accounting, budgeting, and finance., ~~of which At least TWO YEARS EXPERIENCE shall have been in the public sector~~ **IS PREFERRED OR, A BACHELOR'S DEGREE IN ACCOUNTING, BUSINESS ADMINISTRATION, FINANCE, PUBLIC ADMINISTRATION OR IN A RELATED FIELD AND AT LEAST SEVEN TO TEN YEARS' EXPERIENCE IN ACCOUNTING, BUDGETING, AND FINANCE. THREE YEARS EXPERIENCE IN THE PUBLIC SECTOR IS PREFERRED. THE CITY MAY CONSIDER IN ITS SOLE DISCRETION ALTERNATIVE COMBINATIONS OF EXPERIENCE AND FORMAL EDUCATION.**

Ayes: Carrington, McGuinness, Parker and Rutherford.

No: James

Councilperson Goodman was absent for the vote.

Motion Carried

24-169 **Amended Resolution to approve the First Reading of an Amendment to Ordinance No. 2287 an ordinance to restructure the departments of the City of Pontiac Section 2-88 Finance Director eligibility requirements. (First Reading)** *(Postponed for one week from the City Council Meeting on June 11, 2024).* Moved by Councilperson James and seconded by Councilperson Parker.
Discussion.

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend Chapter 2, "Administration," Article III. "Departments," Division 2. "Department of Finance," Sections, 2-86 "Established; responsibilities generally," To Remove References to the Human Resources Department's Responsibilities;

WHEREAS, Section 2-87, "Functions and duties," To Remove References to the Human Resources Department's Duties and

WHEREAS, Section 2-88, "Director" to include "A Master's Degree in a relevant field and 3 to 5 years experience. 2 years in the public sector is preferred or, a Bachelor's Degree in Accounting, Business Administration, Finance, Public Administration or a relevant field and 7 to 10 years experience. 3 years experience in the public sector is preferred. The City may consider in its sole discretion, alternative combinations of experience and formal education." in lieu of having a Master's Degree and at least five years experience of which at least two years shall have been in the public sector, as the minimum job requirements for Finance Director; and

WHEREAS, the City of Pontiac City Council finds it is in the best interest of the health, safety, and welfare, to amend the Pontiac Municipal Code 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 June 18, 2024.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

Councilperson Goodman was absent for the vote.

Resolution Passed.

Resolutions Continued

City Council

24-177

Resolution Requesting Enhanced Signage for Bagley Street Construction Project.

Moved by Councilperson Rutherford and seconded by Councilperson Carrington.

WHEREAS, the City of Pontiac has an active road construction project underway at Bagley Street; and, WHEREAS, the City Council always wants to ensure that residents, businesses, workers, drivers, bicyclists, and pedestrians in and near impacted areas are informed of the temporary disruptions to their lives and their transportation routes; and,

WHEREAS, members of City Council have been contacted by residents in and near the impacted area of the Bagley Street construction project with concerns about the placement and frequency of signage notifying motorists of road closure;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby formally requests for Mayor Tim Greimel and the City Administration to assess the Bagley Street road construction site to determine whether contracted workers have installed adequate signage notifying motorists of road closures or detour routes; and

FURTHER RESOLVED, the City Council expresses our interest in ensuring that residents, businesses, workers, drivers, bicyclists, and pedestrians in and near impacted areas are informed of the temporary disruptions to their lives and their transportation routes; and

FURTHER RESOLVED, the City Council requests that Mayor Greimel update the Council in writing as to the findings from that assessment and whether any additional signage or notification efforts will be installed.

Ayes: James, McGuinness, Parker, Rutherford and Carrington

No: None

Councilperson Goodman was absent for the vote.

Resolution Passed

24-178

Resolution to Express Concern About the Delay in Appointment to Medical

Marijuana Commission. Moved by Councilperson Carrington and seconded by Councilperson James.

WHEREAS, the City of Pontiac has a Medical Marijuana Commission, and one of the members of that Commission, Mr. Paul Wilson, sadly passed away on December 31, 2023, rendering that seat on the Medical Marijuana Commission vacant; and,

WHEREAS, the Mayor of Pontiac appoints members to the Medical Marijuana Commission and Pontiac City Clerk Garland Doyle has been in communication with Mayor Tim Greimel about the need for the vacant seat to be filled, in order for the Commission to be operational and at full capacity; and,

WHEREAS, Clerk Doyle most recently followed up with Mayor Greimel, writing to inquire about whether he has made an appointment for the balance of Mr. Wilson's term, on May 6, 2024 and again on June 13, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby requests Pontiac Mayor Tim Greimel to swiftly make an appointment to the current vacancy on the Pontiac Medical Marijuana Commission; and

FURTHER RESOLVED, the City Council expresses our concern about the delay in the appointment to the Medical Marijuana Commission vacancy; and

FURTHER RESOLVED, the City Council stresses the urgency of having a fully operational Pontiac Medical Marijuana Commission, with all seats filled and active.

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

No: None

Councilperson Rutherford was absent from the vote.

Resolution Passed

24-179 **Resolution Stressing Urgency of Housing Commission Vacancy Appointment.**
Moved by Councilperson Parker and seconded by Councilperson Goodman.

WHEREAS, Act No. 18 of the Public Acts of Michigan of 1933 establishes the rights and responsibilities of a municipality to establish a housing commission, including requirements to have a resident a tenant of public housing or subsidized housing as a voting member of a housing commission; and,

WHEREAS, in Chapter 42, Article V, Section 177 of the City of Pontiac Municipal Code, subsection (a) states: "The housing commission shall consist of five members, who shall be appointed by the mayor. One member of the commission shall be a tenant of public housing or subsidized housing as provided in this subsection"; and,

WHEREAS, Pontiac Housing Commissioner Neil Hilton has submitted his resignation to the Housing Commission, creating a vacancy and preventing the Housing Commission from being at full capacity; and,

WHEREAS, Mayor Tim Greimel has recently made an appointment to the Pontiac Housing Commission seat for the "tenant of public housing or subsidized housing" seat, but that appointed citizen has yet to attend any meetings, also preventing the Housing Commission from being at full capacity; NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council hereby requests Pontiac Mayor Tim Greimel to swiftly make an appointment to the latest vacancy on the Pontiac Housing Commission; and,

FURTHER RESOLVED, the City Council hereby requests that Mayor Greimel reach out to his recent appointee to the "tenant of public housing or subsidized housing" seat to encourage them to attend the meetings of the Housing Commission to which he appointed them; and

FURTHER RESOLVED, the City Council stresses the urgency of having a fully operational Pontiac Housing Commission, with all seats having been filled and active.

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

No: None

Councilperson Rutherford was absent for the vote.

Resolution Passed

24-180 **Resolution Celebrating Announcement of Aquatics Center Reopening at Pontiac High School.** Moved by Councilperson Parker and seconded by Councilperson James.

WHEREAS, the City of Pontiac, Michigan strives to improve the quality of life for our residents and, in particular, the enrichment and wellbeing of our City's children; and,

WHEREAS, the School District of the City of Pontiac is a key leader, partner, stakeholder, and service provider in the shared mission of improving the lives and expanding opportunities for our community's children; and,

WHEREAS, the School District publicly announced last week that their School Board voted 7-0 in favor of reopening the Aquatics Center at Pontiac High School; and,

WHEREAS, this substantial development would dramatically expand the opportunity for Pontiac students to have access to a swimming pool, learning how to swim, and other educational and athletic benefits; and,

WHEREAS, the reopening of the Aquatics Center at the High School could have other positive implications for all Pontiac residents as it relates to swimming pool access, learning how to swim, and other educational and athletic benefits;

NOW, THEREFORE, BE IT RESOLVED, the Pontiac City Council formally acknowledges, welcomes, and celebrates the news of the School District of the City if Pontiac reopening the Aquatics Center at Pontiac High School; and

FURTHER RESOLVED, the City Council, on behalf of the entire Pontiac community, acknowledges the favorable decision of the Pontiac School Board to reopen the Aquatics Center in our community; and FURTHER RESOLVED, the City Council welcomes communications and updates on future opportunities for coordinating with the School District on their future Aquatics Center reopening, so that we can help spread the word in the community of their decision and align the City's future Youth Recreation program offerings appropriately.

Ayes: Parker, Carrington, Goodman, James and McGuinness

No: None

Councilperson Rutherford was absent for the vote.

Resolution Passed

City Clerk

24-181 **Resolution Approving the Purchase of 25 Laptops from Insight Public Sector for City Elections.** Moved by Councilperson Carrington and seconded by Councilperson Goodman.

WHEREAS, the Clerk's office is in need of new laptops to run the Electronic Pollbook;

WHEREAS, the Electronic Pollbook software is required by the State of Michigan for elections.

WHEREAS, Insight Public Sector has submitted quote for the laptops, the quote was obtained through a cooperative for \$24,625.

WHEREAS, the laptops are necessary for the Pontiac City Clerk to run elections in compliance with state law.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves awarding a contract to Insight Public Sector for \$24,625.00 from GL Account No. 101-191-731.003, for twenty-five new election laptops.

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or the Mayor's Designee to execute the said contract with Insight Public Sector.

Ayes: Carrington, Goodman, James, McGuinness and Parker

No: None

Councilperson Rutherford was absent for the vote.

Resolution Passed

Department of Public Works / City Engineering

24-182 **Resolution to Enter into a Contract with Hubbell Roth & Clark, Inc. to Perform Routine Bridge Inspections for Pontiac's Seventeen Bridges.** Moved by Councilperson James and seconded by Councilperson Carrington.

WHEREAS, the City of Pontiac has determined the need to inspect all seventeen (17) of the City's bridges and;

WHEREAS, the Federal Highway Administration and the Michigan Department of Transportation require these inspections to be completed every two (2) years and;

WHEREAS, Hubbell, Roth & Clark Inc. has submitted a proposal for a Not-to-Exceed amount of \$56,223.00 to complete all seventeen (17) inspections by the end of 2024; and

WHEREAS, funds for the bridge inspections will be expended from GL Account Number, 202-463-806.000, Major Roads Engineering Services.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby awards Hubbell, Roth & Clark Inc. a contract to inspect 17 city bridges in compliance with the Federal Highway Administration and the Michigan Department of Transportation regulations for an amount Not-to-Exceed \$56,223 from GL Account Number 202-463-806.000, Major Roads Engineering Services.

June 18, 2024, Draft

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or the Mayor's Designee to execute the said contract with Hubbell, Roth & Clark Inc.

Ayes: Carrington, Goodman, James, McGuinness and Parker

No: None

Councilperson Rutherford was absent for the vote.

Resolution Passed

Planning Division

24-183

Resolution to Approve M1 Concourse Cars Under the Stars Fireworks Permit for June 30, 2024. Moved by Councilperson James and seconded by Councilperson Carrington.

WHEREAS, the City has received an application for a permit for a fireworks display to be held at M-1 Concourse on June 30, 2024; and

WHEREAS, the Michigan Fireworks Safety Act (Public Act 256 of 2011) requires the legislative body of the City to authorize the permit application; and

WHEREAS, pursuant to MCL 28.466 of the Michigan Fireworks Safety Act states that the City "may grant a permit for" a fireworks display; and

WHEREAS, Gen-X Pyrotechnics of White Lake, Michigan has agreed to provide pyrotechnics for the event, and has furnished proof of insurance in an amount necessary and approved by the City's insurance agent of record; and

WHEREAS, the Fire Department has reviewed the application and has determined that Gen-X Pyrotechnic meets the department's requirements for a fireworks display.

THEREFORE, BE IT RESOLVED that the Pontiac City Council does hereby approve the application permitting the Gen-X Pyrotechnics fireworks display at M-1 Concourse on June 30, 2024.

Ayes: James, McGuinness, Parker and Carrington

No: Goodman and Rutherford

Resolution Passed

Public Comment

1. Carlton Jones
2. Wendell Woods
3. Billy Swazer
4. Dr. Waterman
5. Darlene Clark

Public Communications

City Council & Mayor's Office

Councilperson Carrington left the meeting at 8:47 pm.

Mayor, Clerk and Council Closing Comments

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

Adjournment

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

Ayes: Goodman, James, McGuinness, Parker and Rutherford

June 18, 2024, Draft

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 9:02 p.m.

Garland S. Doyle
City Clerk

Kamryn Hoadley
Chief Assistant City Clerk

DRAFT

Budget Ordinance

Ordinance No. 2446

An Ordinance to appropriate the sums of money necessary to meet the expenditures set forth in the budget recommended for the operation of the City of Pontiac, Michigan; to defray the debts, expenditures, and liabilities of said City for the fiscal year beginning the first day of July 2024.

Whereas, the proposed General Appropriations Act is required to be effective July 1, 2024, so the City can legally operate.

The City of Pontiac Ordains:

Section 1. Title.

This ordinance shall be known as the City of Pontiac 2024-2025 General Appropriations Act.

Section 2. Public Hearing on the Budget.

Pursuant to MCLA 141.412 and .413, notice of a public hearing on the proposed budget was published in the Oakland Press, a newspaper of general circulation May 14, 2024, and a public hearing on the proposed budget was held on May 21, 2024.

Section 3. Millage Levy, Administration Fee, and Penalties.

The City Council for the City of Pontiac shall authorize the following millages to be levied and collected on the general property tax of all real and personal property within the City upon the current tax roll an allocated millage of 10.9132 operating; 1.4519 youth center; 1.3639 capital improvement; 2.7281 sanitation; 0.4839 senior services and additional voted operating millage of 1.0868. The City Treasurer is hereby authorized to impose a one percent (1%) property tax administration fee for all property taxes due, a three (3%) late penalty charge when applicable and a one percent (1%) monthly interest charge when applicable in conformance with Section 44 of Public Act 206 of 1893.

Section 4. Adoption of budget by Function.

The City Council of the City of Pontiac received a recommended budget on May 1, 2024, from Mayor Tim Greimel. The administration has requested changes through City Council requests during various public presentations by the departments. The City Council of the City of Pontiac adopts the 2024-2025 fiscal year budgets for the various funds by department. City officials responsible for the expenditures authorized in the budget may expend City funds up to, but not to exceed, the total appropriation authorized for each department.

Section 5. Payment of Bills.

Pursuant to the Local Financial Stability and Choice Act and the Accounting Procedures Manual for Local Governments in Michigan, all claims (bills) against the City shall be, approved by the Finance Director of the City of Pontiac prior to being paid.

Budget Ordinance (Continued)

Section 6: Budgeted Revenues and Expenditures--Estimated total revenues and expenditures, including transfers in and out and other sources, for the various funds of the City of Pontiac beginning July 1, 2024, are \$95,064,838 in revenues and \$105,081,415 in expenditures.

Section 7. Specific Appropriations.

There are no specific appropriations contained in the budget.

Section 8. Periodic Financial Reports.

The Finance Director shall provide the Mayor and City Council financial reports on a monthly basis.

Section 9. Budget Monitoring and Amending.

Whenever it appears to the Finance Director that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Finance Director shall present to the Mayor recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend a department that does not exceed ten thousand dollars (\$10,000) within a fiscal year. Any budget amendments to a department that exceeds ten thousand dollars (\$10,000) within a fiscal year must be approved by the City council prior to amendment. For all transfers in and transfer out between appropriation departments exceeding ten thousand dollars (\$10,000) must be approved by City Council prior to such transfer.

Section 10. Severability.

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision 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 11. Repealer.

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

Section 12. Publication.

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

Section 13. Effective Date.

This Ordinance was passed on June 18, 2024, to allow the City to legally spend money after July 1, 2024, and shall be effective 10 days upon the adoption.

Budget Ordinance (Continued)

With revenue and expenditures categorized by fund as herein provided:

FY 2024-25 Mayor's Recommended Budget					
Fund	Estimated Revenues	Appropriations	Net of Revenue/ Appropriations	Estimated Beginning Fund Balance	Estimated Ending Fund Balance
101- General Fund	\$54,880,477	\$57,664,807	(\$2,784,330)	\$39,905,171	\$37,120,841
<u>SPECIAL REVENUE FUNDS</u>					
202- MAJOR STREETS	\$7,063,756	\$9,395,175	(\$2,331,419)	\$4,153,191	\$1,821,772
203- LOCAL STREETS	\$2,138,868	\$2,181,982	(\$643,114)	\$1,066,769	\$423,655
208- YOUTH RECREATION MILLAGE	\$2,297,707	\$1,366,521	\$931,186	\$2,027,653	\$2,958,839
209- CEMETERY FUND	\$828,000	\$741,713	\$86,287	(\$317,446)	(\$231,159)
212- SENIOR ACTIVITIES MILLAGE	\$496,609	\$940,401	(\$443,792)	\$560,381	\$116,589
226- SANITATION FUND	\$5,992,073	\$5,624,020	\$368,053	\$8,954,819	\$9,322,872
231- CABLE FUND	\$134,844	\$404,361	(\$269,517)	\$656,446	\$386,929
232- VEBA RETIREE HEALTHCARE OPT OUT	-	\$500,000	(\$500,000)	\$3,340,000	\$2,840,000
249- BUILDING INSPECTION FUND	\$1,844,530	\$3,375,217	(\$1,530,687)	\$1,727,108	\$196,421
252- CDBG FY2012	-	-	-	\$30,460	\$30,460
263 HOME BUYERS ASSISTANCE	-	-	-	\$27,360	\$27,360
265 DRUG ENFORCEMENT FUND	\$42,488	\$84,853	(\$42,365)	\$166,661	\$124,296
276- DISTRICT COURT	\$3,433,736	\$4,042,361	(\$608,625)	\$1,520,497	\$911,872
277 MIDC GRANT FUND	\$7,240,447	\$7,113,498	\$126,949	\$5,339	\$132,288
280- PA 48 TELECOMMUNICATION	-	-	-	\$23,222	\$23,222
284- OPIOD SETTLEMENT FUND	-	-	-	\$243,586	\$243,586
285 ARPA	\$419,836	\$419,836			
<u>CAPITAL IMPROVEMENT FUND</u>					
445- CAPITAL IMPROVEMENT FUND	\$1,422,041	\$4,250,000	(\$2,827,959)	\$3,398,129	\$570,170
<u>INTERNAL SERVICE FUNDS</u>					
659- INSURANCE FUND	\$3,453,821	\$3,540,870	(\$87,049)	\$1,190,851	\$1,103,802
677- SELF INSURANCE WORKERS COMPENSATION	\$710,501	\$692,800	\$17,701	\$128,455	\$146,156
<u>COMPLONENT UNITS</u>					
239- TAX INCREMENT FINANCE AUTHORITY #2	\$547,700		\$547,700	(\$3,853,604)	(\$3,305,904)
240- TAX INCREMENT FINANCE AUTHORITY #3	\$2,106,404	\$2,043,000	\$63,404	(\$3,398,409)	(\$3,335,005)
243- BROWNFIELD REDEVELOPMENT AUTHORITY	\$11,000	\$100,000	(\$89,000)	\$234,149	\$145,149
Total	\$95,064,838	\$105,081,415			

06/13/2024

BUDGET REPORT FOR CITY OF PONTIAC

Calculations as of 06/30/2024

		2023-24	2023-24	2024-25	2024-25	2024-25	2024-25
		ACTIVITY	AMENDED	MAYOR REC. NCIL RECOMMENDED	ouncil Recommended	ouncil Recommended	
GL NUMBER	DESCRIPTION	THRU 06/30/24	BUDGET	BUDGET	BUDGET	AMT CHANGE	% CHANGE
ESTIMATED REVENUES							
Dept 000							
101-000-402.000	CURRENT REAL PROPERTY TAXES	10,223,009	10,071,757	10,221,000	10,221,000		
101-000-403.002	Property Tax Chargebacks	(6,360)	(5,000)	(5,000)	(5,000)		
101-000-404.001	Property tax aid in lieu of tax		217,000	217,000	217,000		
101-000-405.000	Property Tax-PY Refunds		(2,000)	(2,000)	(2,000)		
101-000-410.000	CURRENT PERSONAL PROPERTY TAXES	2,930,544	2,596,240	2,930,600	2,930,600		
101-000-411.000	DELINQUENT REAL PROPERTY TAXES		381,253	750,000	750,000		
101-000-412.000	DELINQUENT PERSONAL PROPERTY	21,140	121,595	50,000	50,000		
101-000-416.000	TAX INCREMENT FINANCE (TIF) CAPTURE	(2,081,448)	(2,076,000)	(2,082,000)	(2,082,000)		
101-000-425.000	Mobile home taxes	2,232	2,285	2,100	2,100		
101-000-433.000	COMMERCIAL FACILITIES TAX	24,820	22,572	25,000	25,000		
101-000-437.000	INDUSTRIAL FACILITY TAX	83,292	29,900	84,000	84,000		
101-000-438.000	CITY INCOME TAX	19,725,843	19,200,000	20,230,000	20,230,000		
101-000-438.001	CITY INCOME TAX REFUNDS	(862,298)	(1,000,000)	(1,100,000)	(1,100,000)		
101-000-445.000	PENALTIES & INTEREST ON TAXES	272,326	311,866	271,000	271,000		
101-000-445.004	TRANSFER AFFIDAVIT PENALTIES	88,691	106,000	106,000	106,000		
101-000-447.000	PROPERTY TAX ADMINISTRATION FEE	560,553	493,675	561,000	561,000		
101-000-451.000	BUSINESS LICENSES	37,975	45,000				
101-000-452.000	PLAN REVIEW CHARGES		100				
101-000-456.010	VACANT PROPERTY REGISTRATION	56,400	54,000				
101-000-464.001	Comcast Franchise Fees	262,101	404,940	353,970	353,970		
101-000-464.002	AT&T Franchise Fees	23,862	61,500	61,500	61,500		
101-000-478.449	ROW PERMIT	9,750	13,400	13,000	13,000		
101-000-513.000-OCARPA	FEDERAL GRANT SANITARY STORM SWR		500,000	250,000	250,000		
101-000-532.000	Federal grants others	685,759	942,387	770,000	770,000		
101-000-539.000	State grants	275,724	1,760,000	1,760,000	1,760,000		
101-000-558.000	STATE GRANTS - MEDC	5,000,000	5,000,000				
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	87,371	175,044	90,000	90,000		
101-000-574.000	STATE GRANTS - STATE REVENUE SHARING	8,869,980	12,492,813	12,969,023	12,969,023		
101-000-578.000	State liquor licenses	70,476	47,312	47,312	47,312		
101-000-582.000-MMHPRK	GRANTS FROM OAKLAND COUNTY		100,000	100,000	100,000		
101-000-582.000-PONART	GRANTS FROM OAKLAND COUNTY		184,500	111,100	111,100		
101-000-607.500	Parking Meter Revenue	75,939	60,000				
101-000-609.004	NSF FEES	1,533	800	800	800		
101-000-612.000	Zoning Board Of Appeal	37,823	43,000	3,000	3,000		
101-000-613.000	HISTORIC DISTRICT COMMISSION	9,050	2,500	2,500	2,500		

101-000-614.005	PLANNING REVIEW FEES	57,735	57,000		
101-000-615.000	Engineering Inspection	126,257	117,600	200,000	200,000
101-000-617.001	Site Plan Review		28,000	1,000	1,000
101-000-617.002	APPLICATION FEES	3,151			
101-000-617.003	Special Exception Permit	11,950	7,000	7,000	7,000
101-000-617.004	Zoning Application	44,466	50,900	50,900	50,900
101-000-617.005	Vacation/Dedication	(1,500)			
101-000-617.006	LAND DIVISION PLAT/LOT SPLIT COMBO FEES	13,975	6,400	10,000	10,000
101-000-617.100	BOARD OF APPEALS APP FEES		1,500	1,500	1,500
101-000-617.751	PARK RENTAL PERMIT	7,445	5,600	5,600	5,600
101-000-626.300	FALSE SECURITY ALARM CHARGES	30			
101-000-626.371	CHARGES FOR SERVICES - BUILDING	75			
101-000-632.371	NUISANCE ABATEMENT - CITY	41,266	60,000	60,000	60,000
101-000-632.372	NUISANCE ABATEMENT-COURT ORDERED	31,351	25,000	25,000	25,000
101-000-632.441	WEEDS AND BRUSH CUTTING - DPW	80			
101-000-636.041	Reimb.-Oakland County Sheriff OT	211,151	172,500	210,000	210,000
101-000-636.215	NOTARY SERVICES	445	500	500	500
101-000-636.266	FOIA RESPONSES	331	250	250	250
101-000-636.751	MISCELLANEOUS SERVICES - PARKS	70	1,000	1,000	1,000
101-000-636.752	MUNICIPAL SERVICE AGREEMENTS	25,000	24,451	107,451	107,451
101-000-637.300	MISCELLANEOUS REVENUE - SHERIFF	89	500	500	500
101-000-640.005	DPW SUPPORT SERVICE - FROM OTHER FUNDS	293,304	293,304	313,603	313,603
101-000-640.020	Admin Reimbursement - IT Software	46,700	50,000		
101-000-640.022	101 Admin Reimb-From Other Funds	2,208,853	2,208,857	2,275,123	2,275,123
101-000-642.000	Charges for Services - Sales	23			
101-000-643.006	Sale of Voter List	270	1,200	300	300
101-000-643.253	DUPLICATE TAX BILLS	667	500	500	500
101-000-646.000	ADULT-USE MARIHUANA LICENSE FEE		200,000	200,000	200,000
101-000-647.000	MEDICAL MARIHUANA LICENSE FEE	5,000	150,000	75,000	75,000
101-000-651.003	CITY EVENTS - DREAM CRUISE	5,050	2,000	2,000	2,000
101-000-651.006	CITY EVENTS	12,500			
101-000-655.690	FINES - BLIGHT COURT	1,330	45,000	2,000	2,000
101-000-665.001	Investments Income	4,113,462	3,316,059	1,666,059	1,666,059
101-000-669.014	Land Lease	32,215	38,000	38,000	38,000
101-000-670.005	City Owned Equipment Rental	315,502	355,000	350,000	350,000
101-000-671.000	MISCELLANEOUS REVENUE	99,927	5,000	20,000	20,000
101-000-671.253	MISCELLANEOUS REVENUE - TREASURER	8,899	5,000	7,000	7,000
101-000-673.001	Sale of Property	(10,477)	1,000	1,000	1,000
101-000-674.000	Contribution From Public	22,143	92,143	146,286	146,286
101-000-675.000	Contribution From Private Source	16,500	150,000	170,000	170,000
101-000-686.004	Reimbursem-MMRMA for Phoenix CentDamag	411,018	411,018		
101-000-686.020	REIMB - PONTIAC SCHOOLS POLICE LIAISON	118,333	142,000	142,000	142,000
Totals for dept 000 -		54,760,673	60,382,721	54,880,477	54,880,477
Dept 966 - Transfers To / From Other Funds					
101-966-699.280	TRANSFER IN FROM FUND 280	23,222			

Totals for dept 966 - Transfers To / From Other Funds

23,222

TOTAL ESTIMATED REVENUES

54,783,895

60,382,721

54,880,477

54,880,477

APPROPRIATIONS							
Dept 101 - City Council							
101-101-702.000	Salaries & Wages	273,002	329,560	348,500	348,500		
101-101-702.004	Overtime Wages	3,728		3,000	3,000		
101-101-715.000	F.I.C.A. - City Contribution	21,498	25,211	27,565	27,565		
101-101-716.000	MEDICAL INSURANCE	23,550	23,550	22,500	22,500		
101-101-716.011	Optical & Hearing Insurance	20	20	360	360		
101-101-717.000	Life Insurance	1,856	1,856	2,805	2,805		
101-101-718.500	MERS EMPLOYER CONTRIBUTIONS	4,311	7,720	17,831	17,831		
101-101-719.000	Workers Compensation Insurance	2,000	2,000	11,700	11,700		
101-101-719.001	Dental Insurance	1,136	1,136	1,980	1,980		
101-101-721.010	Health Care Waiver	6,026		8,823	8,823		
101-101-723.001	Unemployment Compensation	2,768		5,133	5,133		
101-101-725.000	Sick and Vacation Contribution	10,000	10,000	896	896		
101-101-727.000	Office Supplies	9,068	10,000	8,000	8,000		
101-101-728.000	Postage	98	8,000	5,000	1,000	(4,000)	(80.00)
101-101-730.000	Publications & Maps		1,000				
101-101-731.003	COMPUTER EQUIPMENT	3,078	3,150	4,000	4,000		
101-101-745.003	CITY EVENTS	28,501	40,000	40,000	35,000	(5,000)	(12.50)
101-101-804.000	Legal Services		40,000	40,000	25,000	(15,000)	(37.50)
101-101-805.001	Audit Compliance Fee	87,500	95,000	110,000	110,000		
101-101-807.000	Services - Membership Dues	3,570	19,000	20,000	20,000		
101-101-808.101	DISTRICT PROJECTS	84,579	140,000	280,000	280,000		
101-101-818.000	Other Professional Services	9,028	30,000	30,000	30,000		
101-101-914.000	Insurance Property Coverage	49,999	50,000				
101-101-942.000	Services - Equipment Rentl Non-City		50				
101-101-942.002	COPIER SUPPLIES	56	2,000				
101-101-957.002	Training Expense	17,423	28,000	28,000	28,000		
101-101-959.000	Miscellaneous Expenses	11,659	19,850	15,000	15,000		
Totals for dept 101 - City Council		654,454	887,103	1,031,093	1,007,093	(24,000)	(2.33)

Dept 102 - CHARTER COMMISSION

101-102-702.000	Salaries & Wages	32,872	36,287				
101-102-715.000	F.I.C.A. - City Contribution	2,538	2,776				
101-102-716.000	MEDICAL INSURANCE	5,888	5,888				
101-102-716.011	Optical & Hearing Insurance	5	5				
101-102-717.000	Life Insurance	464	464				
101-102-718.500	MERS EMPLOYER CONTRIBUTIONS	671	2,830				
101-102-719.000	Workers Compensation Insurance	500	500				
101-102-719.001	Dental Insurance	284	284				
101-102-723.001	Unemployment Compensation	136					
101-102-725.000	Sick and Vacation Contribution	349	349				
101-102-727.000	Office Supplies		2,500				
101-102-728.000	Postage		10,000				

101-102-804.027	LEGAL SERVICES - CHARTER COMMISSION	12,950	25,000				
101-102-818.000	Other Professional Services	199	8,000				
101-102-901.000	Printing and Bindery Service		10,000				
101-102-902.005	Public Notices		2,500				
101-102-957.002	Training Expense		15,000				
Totals for dept 102 - CHARTER COMMISSION		56,856	122,383				

Dept 171 - Mayor

101-171-702.000	Salaries & Wages	422,040	553,760	686,233	546,233	(140,000)	(20.40)
101-171-707.003	CELL PHONE STIPEND		2,600				
101-171-715.000	F.I.C.A. - City Contribution	33,409	43,128	53,419	42,709	(10,710)	(20.05)
101-171-716.000	MEDICAL INSURANCE	82,425	82,425	56,250	45,000	(11,250)	(20.00)
101-171-716.011	Optical & Hearing Insurance	70	70	840	720	(120)	(14.29)
101-171-717.000	Life Insurance	6,496	6,496	6,545	5,610	(935)	(14.29)
101-171-718.500	MERS EMPLOYER CONTRIBUTIONS	10,011	23,011	52,717	42,917	(9,800)	(18.59)
101-171-719.000	Workers Compensation Insurance	7,000	7,000	27,300	23,400	(3,900)	(14.29)
101-171-719.001	Dental Insurance	3,976	3,976	4,620	3,960	(660)	(14.29)
101-171-721.010	Health Care Waiver	10,076	14,692	12,058	12,058		
101-171-723.001	Unemployment Compensation	1,547		11,977	10,266	(1,711)	(14.29)
101-171-725.000	Sick and Vacation Contribution	5,532	5,532	2,745	2,187	(558)	(20.33)
101-171-727.000	Office Supplies	4,626	8,000	5,000	5,000		
101-171-728.000	Postage	173	2,625	2,000	1,000	(1,000)	(50.00)
101-171-731.003	COMPUTER EQUIPMENT	408	1,000				
101-171-740.000	Operating Supplies	1,210	4,233	2,000	2,000		
101-171-745.003	CITY EVENTS	77,995	80,000	80,000	80,000		
101-171-807.000	Services - Membership Dues	3,244	30,000	20,000	20,000		
101-171-808.171	OU INITIATIVE	25,000	25,000	25,000	25,000		
101-171-808.173	MAYOR'S ANTI-VIOLENCE COMMISSION		10,000	10,000	10,000		
101-171-818.000	Other Professional Services	15,917	63,646	30,000	30,000		
101-171-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	43					
101-171-914.000	Insurance Property Coverage	37,999	38,000				
101-171-942.002	COPIER SUPPLIES	2,053					
101-171-957.002	Training Expense	10,917	18,000	20,000	20,000		
101-171-957.003	Employee Meals - Commission Food		(1,000)				
101-171-959.000	Miscellaneous Expenses	400	6,000	6,000	6,000		
Totals for dept 171 - Mayor		762,567	1,028,194	1,114,704	934,060	(180,644)	(16.21)

Dept 191 - Elections

101-191-702.000	Salaries & Wages	34,474	97,451	146,250	146,250		
101-191-702.004	Overtime Wages	3,841	3,000	3,000	3,000		
101-191-702.020	SALARIES & WAGES (NON FICA)	65,733	70,000	70,000	70,000		
101-191-705.002	PART-TIME WAGES		24,000	24,000	24,000		
101-191-715.000	F.I.C.A. - City Contribution	4,994	11,099	18,609	18,609		
101-191-716.000	MEDICAL INSURANCE	23,550	23,550	22,500	22,500		
101-191-716.011	Optical & Hearing Insurance	20	20	240	240		
101-191-717.000	Life Insurance	1,856	1,856	1,870	1,870		

101-191-718.500	MERS EMPLOYER CONTRIBUTIONS	1,259	4,814	10,999	10,999
101-191-719.000	Workers Compensation Insurance	2,000	2,000	7,800	7,800
101-191-719.001	Dental Insurance	1,136	1,136	1,320	1,320
101-191-723.001	Unemployment Compensation	551		3,422	3,422
101-191-725.000	Sick and Vacation Contribution	1,136	1,136	528	528
101-191-728.000	Postage	18,295	25,000	40,000	40,000
101-191-731.003	COMPUTER EQUIPMENT		24,625		
101-191-740.000	Operating Supplies	13,521	30,000	40,000	40,000
101-191-809.000	Services-Elections	8,815	24,680	25,000	25,000
101-191-818.000	Other Professional Services	4,575	50,000	40,000	40,000
101-191-861.000	Travel Expenses	599	1,000		
101-191-901.000	Printing and Bindery Service	3,715	10,000	10,000	10,000
101-191-902.005	Public Notices	10,320	10,320	12,000	12,000
101-191-957.002	Training Expense	1,795	8,000	8,000	8,000
101-191-957.003	POLLWORKER MEALS - COMMISSION FOOD	4,553	5,000	5,000	5,000
Totals for dept 191 - Elections		206,738	428,687	490,538	490,538

Dept 201 - Accounting

101-201-818.000	Other Professional Services	341,261	522,247	400,000	400,000
Totals for dept 201 - Accounting		341,261	522,247	400,000	400,000

Dept 202 - Income Tax Administration

101-202-702.000	Salaries & Wages	108,771	202,330	135,000	135,000
101-202-702.004	Overtime Wages	2		100	100
101-202-705.002	PART-TIME WAGES		5,000	5,000	5,000
101-202-715.000	F.I.C.A. - City Contribution	8,741	15,479	11,483	11,483
101-202-716.000	MEDICAL INSURANCE	23,550	23,550	23,550	23,550
101-202-716.011	Optical & Hearing Insurance	30	30	240	240
101-202-717.000	Life Insurance	2,784	2,784	1,870	1,870
101-202-718.500	MERS EMPLOYER CONTRIBUTIONS	2,571	8,258	10,234	10,234
101-202-719.000	Workers Compensation Insurance	3,000	3,000	7,800	7,800
101-202-719.001	Dental Insurance	1,704	1,704	1,320	1,320
101-202-721.010	Health Care Waiver	7,322	6,500	10,001	10,001
101-202-723.001	Unemployment Compensation	799		3,422	3,422
101-202-725.000	Sick and Vacation Contribution	1,986	1,986	519	519
101-202-727.000	Office Supplies	1,184	3,000	1,000	1,000
101-202-728.001	Postage - Large Mailing	26,497	45,000	35,000	35,000
101-202-731.003	COMPUTER EQUIPMENT	1,080	6,000		
101-202-740.000	Operating Supplies	50	5,000	2,000	2,000
101-202-807.000	Services - Membership Dues	2,275	4,500	4,000	4,000
101-202-818.000	Other Professional Services	2,631	25,000	10,000	10,000
101-202-818.061	Prof. Serv-Innovative Software Serv	276,794	350,000	375,000	375,000
101-202-818.601	PROF. SERV-INNOV SOFT - DELINQ COLLECTI	5,000	5,500	5,500	5,500
101-202-861.000	Travel Expenses		500	500	500
101-202-901.000	Printing and Bindery Service	13,700	40,000	20,000	20,000
101-202-914.000	Insurance Property Coverage	12,499	12,500		

101-202-957.002	Training Expense		5,000	8,000	8,000
101-202-977.005	Furniture & Fixtures	220	5,000		
Totals for dept 202 - Income Tax Administration		503,190	777,621	671,539	671,539

Dept 206 - Finance Administration					
101-206-702.000	Salaries & Wages	330,137	439,726	643,994	643,994
101-206-702.004	Overtime Wages	3,600	5,000	5,000	5,000
101-206-707.003	CELL PHONE STIPEND	525	1,900	1,800	1,800
101-206-715.000	F.I.C.A. - City Contribution	25,708	34,175	49,896	49,896
101-206-716.000	MEDICAL INSURANCE	47,100	47,100	67,500	67,500
101-206-716.011	Optical & Hearing Insurance	60	60	840	840
101-206-717.000	Life Insurance	4,640	4,640	6,545	6,545
101-206-718.500	MERS EMPLOYER CONTRIBUTIONS	18,730	17,870	47,525	47,525
101-206-719.000	Workers Compensation Insurance	5,000	5,000	27,300	27,300
101-206-719.001	Dental Insurance	2,840	2,840	4,620	4,620
101-206-721.010	Health Care Waiver	3,850	3,108	3,235	3,235
101-206-723.001	Unemployment Compensation	1,778	2,000	11,977	11,977
101-206-725.000	Sick and Vacation Contribution	4,926	4,926	3,015	3,015
101-206-727.000	Office Supplies	2,302	3,250	2,500	2,500
101-206-728.000	Postage	1,887	2,200	3,500	3,500
101-206-731.001	COMPUTER SUPPLIES	940	1,000		
101-206-731.003	COMPUTER EQUIPMENT	7,136	7,250		
101-206-807.000	Services - Membership Dues	530	1,525	1,525	1,525
101-206-818.000	Other Professional Services		18,000	8,000	8,000
101-206-818.080	PROF. SERV - BS&A		17,563		
101-206-818.090	PROF. SERV.-SHREDDING		250	250	250
101-206-819.000	Contractual Temp/PT Labor	12,655	20,000		
101-206-914.000	Insurance Property Coverage	30,000	30,000	862,745	862,745
101-206-942.000	Services - Equipment Rentl Non-City		175		
101-206-942.002	COPIER SUPPLIES	850	1,000		
101-206-957.002	Training Expense	3,392	24,200	20,000	20,000
101-206-959.000	Miscellaneous Expenses	750	750	1,000	1,000
Totals for dept 206 - Finance Administration		509,336	695,508	1,772,767	1,772,767

Dept 215 - CITY CLERK (GENERAL)					
101-215-702.000	Salaries & Wages	133,787	204,859	196,500	196,500
101-215-715.000	F.I.C.A. - City Contribution	9,896	15,672	15,032	15,032
101-215-716.000	MEDICAL INSURANCE	29,438	29,438	22,500	22,500
101-215-716.011	Optical & Hearing Insurance	25	25	240	240
101-215-717.000	Life Insurance	2,320	2,320	1,870	1,870
101-215-718.500	MERS EMPLOYER CONTRIBUTIONS	2,634	8,403	14,560	14,560
101-215-719.000	Workers Compensation Insurance	2,500	2,500	7,800	7,800
101-215-719.001	Dental Insurance	1,420	1,420	1,320	1,320
101-215-723.001	Unemployment Compensation	407		3,422	3,422
101-215-725.000	Sick and Vacation Contribution	1,970	1,970	721	721
101-215-727.000	Office Supplies	2,833	7,000	5,000	5,000

101-215-728.000	Postage	4,239	4,500	5,000	5,000		
101-215-731.003	COMPUTER EQUIPMENT	816					
101-215-807.000	Services - Membership Dues	571	1,000	1,250	1,250		
101-215-816.005	PROFESSIONAL SERVICES - PUBLIC RELATIONS		2,500				
101-215-818.000	Other Professional Services			5,000	5,000		
101-215-861.000	Travel Expenses	163	1,027	1,027	1,027		
101-215-902.004	Ordinances	18,623	20,000	25,000	25,000		
101-215-902.005	Public Notices	6,054	25,000	15,000	15,000		
101-215-902.006	FOIA		1,000	1,000	1,000		
101-215-914.000	Insurance Property Coverage	33,096	33,097				
101-215-932.000	Equipment Maintenance		1,500	1,500	1,500		
101-215-942.002	COPIER SUPPLIES	618	1,500				
101-215-957.002	Training Expense	806	9,963	8,000	8,000		
101-215-959.000	Miscellaneous Expenses	245	1,000	1,000	1,000		
Totals for dept 215 - CITY CLERK (GENERAL)		252,461	375,694	332,742	332,742		

Dept 227 - COMMUNICATIONS

101-227-702.000	Salaries & Wages	95,423	226,987	345,950	354,950	9,000	2.60
101-227-715.000	F.I.C.A. - City Contribution	7,752	21,189	26,713	27,401	688	2.58
101-227-716.000	MEDICAL INSURANCE	43,550	43,550	33,750	33,750		
101-227-716.011	Optical & Hearing Insurance	60	60	480	480		
101-227-717.000	Life Insurance	3,482	3,482	3,740	3,740		
101-227-718.500	MERS EMPLOYER CONTRIBUTIONS	1,386	11,079	26,086	25,073	(1,013)	(3.88)
101-227-719.000	Workers Compensation Insurance	3,752	3,752	15,600	15,600		
101-227-719.001	Dental Insurance	2,131	2,131	2,640	2,640		
101-227-721.010	Health Care Waiver	2,976		3,235	3,235		
101-227-723.001	Unemployment Compensation	57		6,844	6,844		
101-227-725.000	Sick and Vacation Contribution	2,663	2,663	1,331	1,331		
101-227-727.000	Office Supplies	258	3,500	3,000	3,000		
101-227-728.000	Postage	20	30,000	25,000	25,000		
101-227-730.000	Publications & Subscriptions		5,000	5,000	5,000		
101-227-731.001	COMPUTER SUPPLIES		1,000				
101-227-731.003	COMPUTER EQUIPMENT	1,673	4,500				
101-227-740.000	Operating Supplies	1,248	10,000	5,000	5,000		
101-227-745.005	Event Planning and Supplies	11,500	50,000				
101-227-807.000	Services - Membership Dues	3,593	9,950	10,000	10,000		
101-227-818.000	Other Professional Services	2,333	50,000	75,000	75,000		
101-227-901.000	Printing and Bindery Service	65,255	140,050	150,000	150,000		
101-227-914.000	Insurance Property Coverage	12,000	12,000				
101-227-957.002	Training Expense	2,997	28,000	20,000	20,000		
Totals for dept 227 - COMMUNICATIONS		264,109	658,893	759,369	768,044	8,675	1.14

Dept 228 - Information Technology

101-228-702.000	Salaries & Wages	153,916	210,893	138,000	145,100	7,100	5.14
101-228-702.004	Overtime Wages	198		100	100		
101-228-707.003	CELL PHONE STIPEND		3,300				

101-228-715.000	F.I.C.A. - City Contribution	12,789	16,134	11,240	11,775	535	4.76
101-228-716.000	MEDICAL INSURANCE	23,550	23,550	11,250	11,250		
101-228-716.011	Optical & Hearing Insurance	30	30	240	240		
101-228-717.000	Life Insurance	2,784	2,784	1,870	1,870		
101-228-718.500	MERS EMPLOYER CONTRIBUTIONS	2,085	8,608	10,454	10,775	321	3.07
101-228-719.000	Workers Compensation Insurance	3,000	3,000	7,800	7,800		
101-228-719.001	Dental Insurance	1,704	1,704	1,320	1,320		
101-228-721.010	Health Care Waiver	9,680	6,190	8,823	8,823		
101-228-723.001	Unemployment Compensation	542		3,422	3,422		
101-228-725.000	Sick and Vacation Contribution	2,070	2,070	531	531		
101-228-727.000	Office Supplies	237	1,000				
101-228-731.001	COMPUTER SUPPLIES	72,130	97,127	44,000	44,000		
101-228-731.002	Personal Computer Software			127,111	127,111		
101-228-731.003	COMPUTER EQUIPMENT	905	3,000	38,400	38,400		
101-228-818.000	Other Professional Services	15,159	22,982	19,325	19,325		
101-228-818.080	PROF. SERV - BS&A	45,493	63,394	80,000	80,000		
101-228-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	51,980	56,500	38,650	38,650		
101-228-852.010	SERVICES - CABLE TV/INTERNET	13,297	16,030	16,030	16,030		
101-228-914.000	Insurance Property Coverage	12,000	12,000				
101-228-932.012	Services - Maintenance-Comptr Equip	14,489	50,825	29,200	29,200		
101-228-942.001	Copier Lease	21,114	30,000	43,500	43,500		
101-228-942.002	COPIER SUPPLIES			1,500	1,500		
101-228-957.002	Training Expense	5,327	12,000	8,000	8,000		
Totals for dept 228 - Information Technology		464,479	643,121	640,766	648,722	7,956	1.24
Dept 233 - Purchasing							
101-233-702.000	Salaries & Wages	155,831	124,509	211,000	211,000		
101-233-702.004	Overtime Wages	932		500	500		
101-233-707.003	CELL PHONE STIPEND	787	600	900	900		
101-233-715.000	F.I.C.A. - City Contribution	12,266	9,526	16,697	16,697		
101-233-716.000	MEDICAL INSURANCE	23,550	23,550	22,500	22,500		
101-233-716.011	Optical & Hearing Insurance	20	20	360	360		
101-233-717.000	Life Insurance	1,856	1,856	2,805	2,805		
101-233-718.500	MERS EMPLOYER CONTRIBUTIONS	6,246	5,082	15,974	15,974		
101-233-719.000	Workers Compensation Insurance	2,000	2,000	11,700	11,700		
101-233-719.001	Dental Insurance	1,136	1,136	1,980	1,980		
101-233-721.010	Health Care Waiver	2,478		6,766	6,766		
101-233-723.001	Unemployment Compensation	876		5,133	5,133		
101-233-725.000	Sick and Vacation Contribution	1,222	1,222	812	812		
101-233-727.000	Office Supplies	1,777	3,000	3,000	3,000		
101-233-728.000	Postage		5,000	2,000	2,000		
101-233-731.003	COMPUTER EQUIPMENT	645	1,200				
101-233-807.000	Services - Membership Dues	2,460	2,896	3,450	3,450		
101-233-818.000	Other Professional Services	62,823	93,935	107,200	107,200		
101-233-861.000	Travel Expenses	6	20				
101-233-901.000	Printing and Bindery Service	2	1,000	1,000	1,000		

101-233-914.000	Insurance Property Coverage	7,999	8,000		
101-233-942.001	Copier Lease			348	348
101-233-942.002	COPIER SUPPLIES	26			
101-233-957.002	Training Expense	1,960	7,980	12,000	12,000
Totals for dept 233 - Purchasing		286,898	292,532	426,125	426,125

Dept 248 - Payroll					
101-248-957.002	Training Expense	(112)			
Totals for dept 248 - Payroll		(112)			

Dept 253 - Treasurer					
101-253-702.000	Salaries & Wages	210,698	227,292	278,593	278,593
101-253-702.004	Overtime Wages	2,081	3,000	3,000	3,000
101-253-715.000	F.I.C.A. - City Contribution	17,039	18,607	22,464	22,464
101-253-716.000	MEDICAL INSURANCE	23,550	23,550	22,500	22,500
101-253-716.011	Optical & Hearing Insurance	40	40	480	480
101-253-717.000	Life Insurance	3,712	3,712	3,740	3,740
101-253-718.500	MERS EMPLOYER CONTRIBUTIONS	5,651	9,928	21,284	21,284
101-253-719.000	Workers Compensation Insurance	4,000	4,000	15,600	15,600
101-253-719.001	Dental Insurance	2,272	2,272	2,640	2,640
101-253-721.010	Health Care Waiver	10,342	14,976	12,058	12,058
101-253-723.001	Unemployment Compensation	1,341	500	6,844	6,844
101-253-725.000	Sick and Vacation Contribution	2,358	2,358	1,072	1,072
101-253-727.000	Office Supplies	1,975	3,450	1,700	1,700
101-253-728.000	Postage	523	600	600	600
101-253-728.001	Postage - Large Mailing	20,181	32,000	24,000	24,000
101-253-729.001	Printed Forms	6,334	11,440	5,000	5,000
101-253-731.003	COMPUTER EQUIPMENT	1,199	2,400		
101-253-807.000	Services - Membership Dues	198	950	950	950
101-253-812.000	Services - Armored Car Services	13,377	20,000	10,000	10,000
101-253-818.000	Other Professional Services		1,000	1,000	1,000
101-253-818.008	Bank Service Charges	61,101	78,000	71,000	71,000
101-253-820.008	Services - Security Alarm Systems		1,000	1,000	1,000
101-253-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	165	500	500	500
101-253-914.000	Insurance Property Coverage	19,999	20,000		
101-253-942.000	Services - Equipment Rentl Non-City		200		
101-253-942.001	Copier Lease	65			
101-253-957.002	Training Expense	1,648	14,701	16,000	16,000
101-253-959.000	Miscellaneous Expenses	101	500	500	500
101-253-959.008	Cash Shortage		25	25	25
Totals for dept 253 - Treasurer		409,950	497,001	522,550	522,550

Dept 255 - MARIHUANA REGULATIONS					
101-255-702.000	Salaries & Wages	59,815	136,000	69,500	145,825
101-255-702.002	Temporary Employee Wages			5,000	5,000
101-255-715.000	F.I.C.A. - City Contribution	4,574	10,404	5,699	11,538
					5,839
					102.46

101-255-716.000	MEDICAL INSURANCE	23,550	23,550	11,250	22,500	11,250	100.00
101-255-716.011	Optical & Hearing Insurance	20	20	120	240	120	100.00
101-255-717.000	Life Insurance	1,856	1,856	935	1,870	935	100.00
101-255-718.500	MERS EMPLOYER CONTRIBUTIONS	1,372	5,240	5,237	10,208	4,971	94.92
101-255-719.000	Workers Compensation Insurance	2,000	2,000	3,900	7,800	3,900	100.00
101-255-719.001	Dental Insurance	1,136	1,136	660	1,320	660	100.00
101-255-723.001	Unemployment Compensation	271		1,711	3,422	1,711	100.00
101-255-725.000	Sick and Vacation Contribution			267	535	268	100.37
101-255-727.000	Office Supplies		1,000				
101-255-728.000	Postage	41	1,000				
101-255-816.005	PROFESSIONAL SERVICES - PUBLIC RELATIONS		1,000				
101-255-816.007	PROF. SERV. -FINANCIAL ADVISOR TO CC		30,000	30,000	30,000		
101-255-816.008	PROF. SERV. -HEARING OFFICER	2,580	60,000	60,000	60,000		
101-255-816.011	PROF SERV - PLANNING ADV TO CITY CLERK		76,000	76,000	76,000		
101-255-816.012	PROF SERV-COMPLIANCE LEGAL ADVISOR		50,000	50,000	50,000		
101-255-816.013	PROF SERV - MARIHUANA COMMISSION		5,000	5,000	5,000		
101-255-818.000	Other Professional Services	300	5,000	50,000	50,000		
101-255-818.012	PROFESSIONAL SERVICES-SECURITY CONSULTAN		12,000	12,000	12,000		
101-255-861.000	Travel Expenses	191	1,340	1,340	1,340		
101-255-901.000	Printing and Bindery Service		4,000	4,000	4,000		
101-255-957.002	Training Expense	1,104	7,497	4,000	8,000	4,000	100.00
Totals for dept 255 - MARIHUANA REGULATIONS		98,810	434,043	396,619	506,598	109,979	27.73

Dept 257 - Assessor

101-257-728.000	Postage			13,000	13,000		
101-257-818.015	Assessor Svce- Oakland Cnty		451,000	475,000	475,000		
101-257-819.000	Contractual Temp/PT Labor	2,000	5,000	2,500	2,500		
Totals for dept 257 - Assessor		2,000	456,000	490,500	490,500		

Dept 265 - Building Maintenance

101-265-702.000	Salaries & Wages	56,799	140,725	138,967	81,699	(57,268)	(41.21)
101-265-702.004	Overtime Wages	11,599	20,000	20,000	20,000		
101-265-707.003	CELL PHONE STIPEND	590	780	1,320	780	(540)	(40.91)
101-265-715.000	F.I.C.A. - City Contribution	5,557	5,794	12,444	7,829	(4,615)	(37.09)
101-265-716.000	MEDICAL INSURANCE	16,485	16,485	18,000	15,750	(2,250)	(12.50)
101-265-716.011	Optical & Hearing Insurance	14	14	288	192	(96)	(33.33)
101-265-717.000	Life Insurance	1,300	1,300	2,244	1,496	(748)	(33.33)
101-265-718.500	MERS EMPLOYER CONTRIBUTIONS	688	2,949	11,494	7,164	(4,330)	(37.67)
101-265-719.000	Workers Compensation Insurance	1,400	1,400	9,360	6,240	(3,120)	(33.33)
101-265-719.001	Dental Insurance	796	796	1,584	1,056	(528)	(33.33)
101-265-721.010	Health Care Waiver	3,280		3,706	647	(3,059)	(82.54)
101-265-723.001	Unemployment Compensation	576		4,106	2,738	(1,368)	(33.32)
101-265-725.000	Sick and Vacation Contribution	709	709	534	314	(220)	(41.20)
101-265-727.000	Office Supplies	19	500	500	500		
101-265-731.003	COMPUTER EQUIPMENT		2,000				
101-265-743.000	Uniforms	118	1,120	6,245	6,245		

101-265-746.001	Personal Protective Wear	1,561	3,125		
101-265-749.001	Motor Fuel, Oil & Lubricants	3,230	5,000	8,000	8,000
101-265-749.002	Tools & Supplies	3,571	7,000	7,000	7,000
101-265-749.005	Equipment Maintenance Supplies	79	1,200	10,000	10,000
101-265-776.001	Janitorial Supplies	11,136	13,000	10,000	10,000
101-265-776.002	Building Maintenance Supplies	9,293	11,000	15,000	15,000
101-265-779.004	SNOW REMOV SUPPLIES	1,221	2,000	2,000	2,000
101-265-809.001	COVID 19 EXPENDITURES	110	500		
101-265-818.000	Other Professional Services	41,470	50,000	150,000	150,000
101-265-818.049	Prof Tech Licensce Fee Reimbur		200	200	200
101-265-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	61			
101-265-914.000	Insurance Property Coverage	36,000	36,000		
101-265-921.000	Utilities Electricity	46,889	45,000	140,000	140,000
101-265-922.000	Utilities Water & Sewer	43,208	30,000	75,000	75,000
101-265-923.000	Utilities Gas Heat	22,680	28,000	55,000	55,000
101-265-931.001	Services - Building Maintenance	102,558	200,000	100,000	100,000
101-265-931.002	Services - Ground Maintenance			20,000	20,000
101-265-931.003	Services - Building Equip Maint	10,610	20,000	105,000	105,000
101-265-932.000	Equipment Maintenance	6,948	10,000		
101-265-932.008	Services - Maintenance-Fire Exting		2,000	2,000	2,000
101-265-957.002	Training Expense			24,000	24,000
Totals for dept 265 - Building Maintenance		440,555	658,597	953,992	875,850
					(78,142)
					(8.19)
Dept 266 - ATTORNEY					
101-266-702.000	Salaries & Wages	61,731	110,000	125,000	125,000
101-266-707.003	CELL PHONE STIPEND				1,200
101-266-715.000	F.I.C.A. - City Contribution	4,702	8,415	9,563	9,563
101-266-716.000	MEDICAL INSURANCE	20,000	20,000	11,250	11,250
101-266-716.011	Optical & Hearing Insurance	30	30	120	120
101-266-717.000	Life Insurance	220	220	935	935
101-266-718.500	MERS EMPLOYER CONTRIBUTIONS		7,700	9,419	8,750
101-266-719.000	Workers Compensation Insurance	1,100	1,100	3,900	3,900
101-266-719.001	Dental Insurance	1,500	1,500	660	660
101-266-723.001	Unemployment Compensation	528		1,711	1,711
101-266-725.000	Sick and Vacation Contribution	2,200	2,200	481	481
101-266-727.000	Office Supplies	313	2,000	2,000	2,000
101-266-728.000	Postage		500	500	500
101-266-731.003	COMPUTER EQUIPMENT	1,484	(400)		
101-266-804.018	LEGAL SERVICES	538,735	691,900	691,900	691,900
101-266-804.021	LEGAL SERVICES PROSECUTIONS	10,507	325,000	325,000	325,000
101-266-804.022	LEGAL SERVICES MTT	27,357	49,000	50,000	50,000
101-266-804.023	LEGAL SERVICES CODE ENF		25,000	25,000	25,000
101-266-804.024	LEGAL SERVICES LAWSUITS	(5,500)	20,000	20,000	20,000
101-266-804.025	LEGAL SERVICES MEDICAL MARIJUANA		100,000	100,000	100,000
101-266-818.000	Other Professional Services	4,549	6,500	6,500	6,500
101-266-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	496	1,000		

101-266-957.002	Training Expense				4,000	4,000	
Totals for dept 266 - ATTORNEY		669,952	1,371,665	1,383,939	1,388,470	4,531	0.33

Dept 270 - Personnel Services

101-270-702.000	Salaries & Wages	177,084	210,820	241,560	243,560	2,000	0.83
101-270-702.004	Overtime Wages	649	3,000	3,000	3,000		
101-270-707.003	CELL PHONE STIPEND	500	1,300	1,200	1,200		
101-270-715.000	F.I.C.A. - City Contribution	14,104	15,583	18,709	18,862	153	0.82
101-270-716.000	MEDICAL INSURANCE	35,325	35,325	33,750	33,750		
101-270-716.011	Optical & Hearing Insurance	30	30	360	360		
101-270-717.000	Life Insurance	2,784	2,784	2,805	2,805		
101-270-718.500	MERS EMPLOYER CONTRIBUTIONS	2,452	4,848	18,429	17,259	(1,170)	(6.35)
101-270-719.000	Workers Compensation Insurance	3,000	3,000	11,700	11,700		
101-270-719.001	Dental Insurance	1,704	1,704	1,980	1,980		
101-270-721.010	Health Care Waiver	991					
101-270-723.001	Unemployment Compensation	1,385		5,133	5,133		
101-270-725.000	Sick and Vacation Contribution	2,098	2,098	929	929		
101-270-727.000	Office Supplies	3,396	4,100	4,000	4,000		
101-270-728.000	Postage	107	500	500	500		
101-270-731.003	COMPUTER EQUIPMENT	1,347	2,000				
101-270-807.000	Services - Membership Dues		1,000	1,000	1,000		
101-270-818.000	Other Professional Services	167,773	259,000	300,000	300,000		
101-270-819.000	Contractual Temp/PT Labor	151,174	178,500	129,600	129,600		
101-270-831.000	EMPLOYEE APPRECIATION		7,000	15,000	15,000		
101-270-835.001	Services - Physicals	5,070	13,880	10,000	10,000		
101-270-861.004	Services - Travel-Mileage	105	250	1,000	1,000		
101-270-902.001	Recruitment Advertising	10,611	16,000	16,000	16,000		
101-270-914.000	Insurance Property Coverage	12,499	12,500				
101-270-942.000	Services - Equipment Rent/ Non-City		100				
101-270-957.002	Training Expense	357	5,000	16,000	16,000		
101-270-959.000	Miscellaneous Expenses		100	15,000	15,000		
101-270-967.020	Personnel	1,120	1,120				
Totals for dept 270 - Personnel Services		595,665	781,542	847,655	848,638	983	0.12

Dept 301 - POLICE/SHERIFF

101-301-702.000	Salaries & Wages		75,725	138,967	81,699	(57,268)	(41.21)
101-301-702.004	Overtime Wages	5,870	10,000	10,000	10,000		
101-301-702.100	MAINTENANCE WAGES	56,799					
101-301-702.104	MAINTENANCE - OVERTIME	4,749					
101-301-707.003	CELL PHONE STIPEND	140	780	1,320	780	(540)	(40.91)
101-301-715.000	F.I.C.A. - City Contribution	5,246	5,794	11,679	7,064	(4,615)	(39.52)
101-301-716.000	MEDICAL INSURANCE	16,485	16,485	18,000	15,750	(2,250)	(12.50)
101-301-716.011	Optical & Hearing Insurance	14	14	288	192	(96)	(33.33)
101-301-717.000	Life Insurance	1,300	1,300	2,244	1,496	(748)	(33.33)
101-301-718.500	MERS EMPLOYER CONTRIBUTIONS	680	2,949	10,741	6,464	(4,277)	(39.82)
101-301-719.000	Workers Compensation Insurance	1,400	1,400	9,360	6,240	(3,120)	(33.33)

101-301-719.001	Dental Insurance	796	796	1,584	1,056	(528)	(33.33)
101-301-721.010	Health Care Waiver	780		3,706	647	(3,059)	(82.54)
101-301-723.001	Unemployment Compensation	555		4,106	2,738	(1,368)	(33.32)
101-301-725.000	Sick and Vacation Contribution	709	709	534	314	(220)	(41.20)
101-301-776.001	Janitorial Supplies	312	6,000	2,000	2,000		
101-301-776.002	Building Maintenance Supplies	6,113	20,000	10,000	10,000		
101-301-779.004	SNOW REMOV SUPPLIES		2,000	2,000	2,000		
101-301-818.000	Other Professional Services	1,971	6,000				
101-301-818.037	CONTRACTUAL JANITORIAL SERVICES	46,130	55,000	55,000	55,000		
101-301-818.068	Prof. Serv-Oakland Co. Sheriff	9,662,241	16,136,934	16,136,934	16,136,934		
101-301-818.069	Prof. Serv-Oakland Co. Sheriff OT	1,083,537	1,150,000	910,000	910,000		
101-301-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	52					
101-301-852.010	SERVICES - CABLE TV/INTERNET	135					
101-301-914.000	Insurance Property Coverage	13,000	13,000				
101-301-921.000	Utilities Electricity	58,413	60,000				
101-301-922.000	Utilities Water & Sewer	10,920	25,000				
101-301-923.000	Utilities Gas Heat	12,603	15,000				
101-301-931.001	Services - Building Maintenance	17,700	20,000	17,000	17,000		
101-301-931.003	Services - Building Equip Maint	2,740	10,200	3,500	3,500		
Totals for dept 301 - POLICE/SHERIFF		11,011,390	17,635,086	17,348,963	17,270,874	(78,089)	(0.45)

Dept 325 - COMMUNICATIONS/DISPATCH

101-325-818.068	Prof. Serv-Oakland Co. Sheriff	268,813	414,130	414,130	414,130		
Totals for dept 325 - COMMUNICATIONS/DISPATCH		268,813	414,130	414,130	414,130		

Dept 336 - FIRE DEPARTMENT

101-336-702.000	Salaries & Wages	28,399	37,861	69,484	40,850	(28,634)	(41.21)
101-336-702.004	Overtime Wages	5,309		5,000	5,000		
101-336-707.003	CELL PHONE STIPEND	70	390	930	525	(405)	(43.55)
101-336-715.000	F.I.C.A. - City Contribution	2,623	2,897	5,840	3,532	(2,308)	(39.52)
101-336-716.000	MEDICAL INSURANCE	8,243	8,243	9,000	7,875	(1,125)	(12.50)
101-336-716.011	Optical & Hearing Insurance	7	7	144	96	(48)	(33.33)
101-336-717.000	Life Insurance	650	650	1,122	748	(374)	(33.33)
101-336-718.500	MERS EMPLOYER CONTRIBUTIONS	340	1,475	5,344	3,232	(2,112)	(39.52)
101-336-719.000	Workers Compensation Insurance	700	700	4,680	3,120	(1,560)	(33.33)
101-336-719.001	Dental Insurance	398	398	792	528	(264)	(33.33)
101-336-721.010	Health Care Waiver	390		1,853	324	(1,529)	(82.51)
101-336-723.001	Unemployment Compensation	277		2,053	1,369	(684)	(33.32)
101-336-725.000	Sick and Vacation Contribution	355	355	267	157	(110)	(41.20)
101-336-776.002	Building Maintenance Supplies	6,664	13,000	10,000	10,000		
101-336-818.000	Other Professional Services	5,454	5,000	7,000	7,000		
101-336-818.075	PROF. SERV-WATERFORD FIRE DEPT	9,012,594	9,219,440	10,000,000	10,000,000		
101-336-914.000	Insurance Property Coverage	9,000	9,000				
101-336-921.000	Utilities Electricity	8,113	4,750				
101-336-931.001	Services - Building Maintenance	28,225	30,200	30,000	30,000		
Totals for dept 336 - FIRE DEPARTMENT		9,117,811	9,334,366	10,153,509	10,114,356	(39,153)	(0.39)

Dept 445 - DRAINS - PUBLIC BENEFIT				
101-445-807.000	Services - Membership Dues	5,670	5,670	5,670
101-445-936.000-MIEGLE	Services Sewer Maintenance	1,500,000	1,500,000	1,500,000
101-445-938.000	Drain Maintenance Oakland Cnty	55,467	500,000	500,000
101-445-938.010	CLINTON RIVER SPILLWAY ASSESSMENT	5,000	6,000	6,000
101-445-955.100	MDEQ PERMIT FEES	5,000	5,000	5,000
Totals for dept 445 - DRAINS - PUBLIC BENEFIT		65,467	2,016,670	2,016,670
Dept 447 - Engineering				
101-447-702.000	Salaries & Wages	159,531	185,527	714,014
101-447-702.004	Overtime Wages	5,631	17,199	17,199
101-447-707.003	CELL PHONE STIPEND	1,687	7,800	8,100
101-447-715.000	F.I.C.A. - City Contribution	12,417	56,028	55,938
101-447-716.000	MEDICAL INSURANCE	117,750	117,750	101,250
101-447-716.011	Optical & Hearing Insurance	100	100	1,080
101-447-717.000	Life Insurance	9,280	9,280	8,415
101-447-718.500	MERS EMPLOYER CONTRIBUTIONS	5,662	29,894	51,185
101-447-719.000	Workers Compensation Insurance	10,000	10,000	35,100
101-447-719.001	Dental Insurance	5,680	5,680	5,940
101-447-723.001	Unemployment Compensation	793		15,309
101-447-725.000	Sick and Vacation Contribution	7,021	7,021	2,746
101-447-727.000	Office Supplies	414	2,000	2,000
101-447-728.000	Postage	101	150	150
101-447-730.000	Publications & Maps	120	3,500	10,000
101-447-731.003	COMPUTER EQUIPMENT	5,028	20,341	6,000
101-447-743.000	Uniforms		1,500	4,500
101-447-746.001	Personal Protective Wear	666	3,000	
101-447-749.001	Motor Fuel, Oil & Lubricants	2,908	15,000	15,000
101-447-749.002	Tools & Supplies	3,305	10,000	7,000
101-447-806.000	Engineering Services	655,956	815,000	915,000
101-447-806.001	STORMWATER SERVICES	86,128	140,000	100,000
101-447-806.002	ASSET MANAGEMENT	21,175	40,000	150,000
101-447-806.004	PLAN REVIEW	56,846	80,000	80,000
101-447-807.000	Services - Membership Dues	8,441	10,000	10,000
101-447-818.001-MIEGLE	PROFESSIONAL SERVICES-WADE TRIM	7,522	100,000	
101-447-818.049	Prof Tech License Fee Reimbur		500	500
101-447-901.000	Printing and Bindery Service		500	500
101-447-914.000	Insurance Property Coverage	19,999	20,000	
101-447-943.000	Services - Equip Rentr City-Owned		20,000	40,000
101-447-955.100	MDEQ PERMIT FEES		5,000	5,000
101-447-957.002	Training Expense	5,506	37,000	12,000
101-447-962.100	Software Purch-Contrib to IT Dept	14,000	20,000	
101-447-977.008	Special Equipment	8,565	15,000	15,000
Totals for dept 447 - Engineering		1,232,232	1,804,770	2,388,926

Dept 448 - Street Lighting

101-448-924.001	Utilities street lighting	1,112,494	1,200,000	1,300,000	1,300,000
Totals for dept 448 - Street Lighting		1,112,494	1,200,000	1,300,000	1,300,000

Dept 458 - PUBLIC WORKS OPERATIONS

101-458-702.000	Salaries & Wages	185,407	299,392	383,255	383,255
101-458-702.004	Overtime Wages	32,890	30,000	35,000	35,000
101-458-707.003	CELL PHONE STIPEND	7,207	4,800	5,160	5,160
101-458-715.000	F.I.C.A. - City Contribution	18,998	25,964	32,567	32,567
101-458-716.000	MEDICAL INSURANCE	37,680	37,680	58,500	58,500
101-458-716.011	Optical & Hearing Insurance	58	58	738	738
101-458-717.000	Life Insurance	5,383	5,383	5,984	5,984
101-458-718.500	MERS EMPLOYER CONTRIBUTIONS	4,070	13,853	29,987	29,987
101-458-719.000	Workers Compensation Insurance	5,800	5,800	24,960	24,960
101-458-719.001	Dental Insurance	3,295	3,295	4,224	4,224
101-458-721.010	Health Care Waiver	25,172	18,106	7,460	7,460
101-458-723.001	Unemployment Compensation	1,351		10,950	10,950
101-458-725.000	Sick and Vacation Contribution	3,330	3,330	1,474	1,474
101-458-727.000	Office Supplies	1,684	3,000	2,000	2,000
101-458-728.000	Postage	4	301	500	500
101-458-731.003	COMPUTER EQUIPMENT	4,152	40,000	4,000	4,000
101-458-743.000	Uniforms	370	10,000	25,000	25,000
101-458-745.003	CITY EVENTS	299	20,000		
101-458-746.001	Personal Protective Wear	13,200	15,000	13,000	13,000
101-458-749.001	Motor Fuel, Oil & Lubricants	4,169	15,000	15,000	15,000
101-458-749.005	Equipment Maintenance Supplies	127,547	201,366	200,000	200,000
101-458-809.001	COVID 19 EXPENDITURES	171	2,000		
101-458-818.000	Other Professional Services	4,511	28,000	10,000	10,000
101-458-818.005	Equipment Towing Charges	2,930	4,500	3,000	3,000
101-458-818.236	PROF. SERVICE - TREE SERVICES	6,365	10,000	15,000	15,000
101-458-914.000	Insurance Property Coverage	102,000	102,000		
101-458-921.000	Utilities Electricity	2,575	5,000		
101-458-922.000	Utilities Water & Sewer	832	2,500		
101-458-923.000	Utilities Gas Heat	2,936	5,500		
101-458-931.001	Services - Building Maintenance	920			
101-458-932.004	Services - Maintenance-Vehicles	91,982	153,611	175,000	175,000
101-458-941.000	Services - Building & Land Rental	70,000	80,000	80,000	80,000
101-458-942.002	COPIER SUPPLIES	1,151			
101-458-957.002	Training Expense	5,308	30,000	40,000	40,000
101-458-962.100	Software Purch-Contrib to IT Dept	14,000	20,000		
Totals for dept 458 - PUBLIC WORKS OPERATIONS		787,747	1,195,439	1,182,759	1,182,759

Dept 478 - Winter Maintenance

101-478-702.000	Salaries & Wages		29,400		
101-478-702.004	Overtime Wages		5,000	5,000	5,000
101-478-715.000	F.I.C.A. - City Contribution			383	383

101-478-718.500	MERS EMPLOYER CONTRIBUTIONS			377	377		
Totals for dept 478 - Winter Maintenance			34,400	5,760	5,760		

Dept 564 - Phoenix Center Parking

101-564-922.000	Utilities Water & Sewer	482	1,000				
101-564-923.000	Utilities Gas Heat	144	500				
Totals for dept 564 - Phoenix Center Parking		626	1,500				

Dept 690 - REDEVELOPMENT AND HOUSING

101-690-702.000	Salaries & Wages	359,588	323,096	513,000	451,272	(61,728)	(12.03)
101-690-702.004	Overtime Wages	4,552	1,000	1,000	1,000		
101-690-707.003	CELL PHONE STIPEND		3,000				
101-690-715.000	F.I.C.A. - City Contribution	28,285	24,792	39,816	35,476	(4,340)	(10.90)
101-690-716.000	MEDICAL INSURANCE	29,438	29,438	56,250	45,000	(11,250)	(20.00)
101-690-716.011	Optical & Hearing Insurance	45	45	840	720	(120)	(14.29)
101-690-717.000	Life Insurance	4,176	4,176	6,545	5,610	(935)	(14.29)
101-690-718.500	MERS EMPLOYER CONTRIBUTIONS	4,053	13,228	36,438	32,467	(3,971)	(10.90)
101-690-719.000	Workers Compensation Insurance	4,500	4,500	27,300	23,400	(3,900)	(14.29)
101-690-719.001	Dental Insurance	2,556	2,556	4,620	3,960	(660)	(14.29)
101-690-721.010	Health Care Waiver	5,216	6,216	6,470	6,470		
101-690-723.001	Unemployment Compensation	1,783		11,977	10,266	(1,711)	(14.29)
101-690-725.000	Sick and Vacation Contribution	3,170	3,170	2,127	1,915	(212)	(9.97)
101-690-727.000	Office Supplies	1,631	1,500	1,500	1,500		
101-690-728.000	Postage		1,500	500	500		
101-690-730.000	Publications & Maps		2,000				
101-690-731.001	COMPUTER SUPPLIES	235	500				
101-690-731.003	COMPUTER EQUIPMENT	3,388	2,000				
101-690-807.000	Services - Membership Dues	400	12,905	9,240	9,240		
101-690-818.000	Other Professional Services	20,152	200,000	150,000	150,000		
101-690-818.035	PARKING MANAGEMENT		50,000				
101-690-861.004	Services - Travel-Mileage	107	4,000				
101-690-901.000	Printing and Bindery Service		800				
101-690-902.000	Advertising			25,000	25,000		
101-690-914.000	Insurance Property Coverage	19,999	20,000				
101-690-942.000	Services - Equipment Rentl Non-City		100				
101-690-957.002	Training Expense	1,575	24,000	24,000	24,000		
101-690-977.005	Furniture & Fixtures	2,900	3,350	6,000	6,000		
Totals for dept 690 - REDEVELOPMENT AND HOUSING		497,749	737,872	922,623	833,796	(88,827)	(9.63)

Dept 699 - GRANT MANAGEMENT AND PHILANTHROPY

101-699-702.000	Salaries & Wages	301,252	381,100	398,800	398,800		
101-699-702.004	Overtime Wages	956		2,000	2,000		
101-699-707.003	CELL PHONE STIPEND	750	1,200	1,200	1,200		
101-699-715.000	F.I.C.A. - City Contribution	23,979	29,155	31,179	31,179		
101-699-716.000	MEDICAL INSURANCE	35,325	35,325	45,000	45,000		
101-699-716.011	Optical & Hearing Insurance	50	50	600	600		

101-699-717.000	Life Insurance	4,640	4,640	4,675	4,675		
101-699-718.500	MERS EMPLOYER CONTRIBUTIONS	7,303	15,244	31,158	31,158		
101-699-719.000	Workers Compensation Insurance	5,000	5,000	19,500	19,500		
101-699-719.001	Dental Insurance	2,840	2,840	3,300	3,300		
101-699-721.010	Health Care Waiver	14,531	14,976	6,766	6,766		
101-699-723.001	Unemployment Compensation	1,174		8,555	8,555		
101-699-725.000	Sick and Vacation Contribution	3,665	3,665	1,581	1,581		
101-699-727.000	Office Supplies	2,110	2,789	2,500	2,500		
101-699-731.001	COMPUTER SUPPLIES	1,175	5,549				
101-699-731.003	COMPUTER EQUIPMENT	1,632	3,000				
101-699-740.000	Operating Supplies	1,931	3,636	2,500	2,500		
101-699-745.003	CITY EVENTS	291	5,000				
101-699-808.000-MMHPRK	PARKS AND NEIGHBORHOOD PROJECTS		100,000	100,000	100,000		
101-699-818.000	Other Professional Services		550,000	300,000	300,000		
101-699-818.017-KABOOM	PROF SERVICES -KABOOM GRANT EXPENDITURE		50,160				
101-699-901.000	Printing and Bindery Service		2,500	3,000	3,000		
101-699-914.000	Insurance Property Coverage	12,000	12,000				
101-699-957.002	Training Expense	8,681	20,000	32,000	36,000	4,000	12.50
101-699-959.001-OCARPA	CONTRIBUTION TO WRC	250,000	250,000	250,000	250,000		
101-699-969.003-PONART	CONTRIBUTIONS TO PONTIAC ARTS COMMIS	73,400	184,500	111,100	111,100		
Totals for dept 699 - GRANT MANAGEMENT AND PHILANTHROPY		752,685	1,682,329	1,355,414	1,359,414	4,000	0.30

Dept 721 - PLANNING

101-721-702.000	Salaries & Wages		176,461		389,000	389,000	
101-721-702.004	Overtime Wages		3,000				
101-721-707.003	CELL PHONE STIPEND		1,200				
101-721-715.000	F.I.C.A. - City Contribution		13,725		30,006	30,006	
101-721-716.000	MEDICAL INSURANCE	29,438	29,438		45,000	45,000	
101-721-716.011	Optical & Hearing Insurance	25	25		600	600	
101-721-717.000	Life Insurance	2,320	2,320		4,675	4,675	
101-721-718.500	MERS EMPLOYER CONTRIBUTIONS		7,323		27,456	27,456	
101-721-719.000	Workers Compensation Insurance	2,500	2,500		19,500	19,500	
101-721-719.001	Dental Insurance	1,420	1,420		3,300	3,300	
101-721-721.010	Health Care Waiver				3,235	3,235	
101-721-723.001	Unemployment Compensation				8,555	8,555	
101-721-725.000	Sick and Vacation Contribution				1,496	1,496	
101-721-727.000	Office Supplies	2,962	6,300	3,500	3,500		
101-721-728.000	Postage	3,306	6,000	3,000	3,000		
101-721-730.000	Publications & Maps	40	5,000	3,000	3,000		
101-721-731.001	COMPUTER SUPPLIES	728	500				
101-721-807.000	Services - Membership Dues	385	5,700	29,200	29,200		
101-721-818.000	Other Professional Services	5,749	135,000	50,000	50,000		
101-721-861.004	Services - Travel-Mileage		500	1,000	1,000		
101-721-902.004	Ordinances		135,000	150,000	150,000		
101-721-902.005	Public Notices	10,988	50,000	32,000	32,000		
101-721-914.000	Insurance Property Coverage	19,999	20,000				

101-721-942.000	Services - Equipment Rentl Non-City		250				
101-721-957.002	Training Expense	12,798	32,000	20,000	20,000		
101-721-962.100	Software Purch-Contrib to IT Dept	13,700					
101-721-977.005	Furniture & Fixtures		3,000				
Totals for dept 721 - PLANNING		106,358	636,662	291,700	824,523	532,823	182.66
Dept 733 - CODE ENFORCEMENT							
101-733-816.010	BLIGHT COURT	263					
101-733-818.000	Other Professional Services	66,897	170,000				
101-733-818.006	Contractual Mowing Services	3,278					
101-733-932.004	Services - Maintenance-Vehicles	30					
101-733-942.002	COPIER SUPPLIES	464					
Totals for dept 733 - CODE ENFORCEMENT		70,932	170,000				
Dept 774 - CITY EVENTS							
101-774-745.003	CITY EVENTS	(685)					
Totals for dept 774 - CITY EVENTS		(685)					
Dept 818 - PARKS GROUNDS MAINTENANCE							
101-818-702.000	Salaries & Wages	456,663	515,488	861,739	833,105	(28,634)	(3.32)
101-818-702.004	Overtime Wages	46,572	30,000	45,000	45,000		
101-818-707.003	CELL PHONE STIPEND	4,715	5,190	11,520	11,250	(270)	(2.34)
101-818-715.000	F.I.C.A. - City Contribution	39,038	45,785	70,325	68,018	(2,307)	(3.28)
101-818-716.000	MEDICAL INSURANCE	69,473	69,473	135,000	133,875	(1,125)	(0.83)
101-818-716.011	Optical & Hearing Insurance	85	85	1,752	1,704	(48)	(2.74)
101-818-717.000	Life Insurance	7,888	7,888	13,651	13,277	(374)	(2.74)
101-818-718.500	MERS EMPLOYER CONTRIBUTIONS	6,153	21,838	66,572	64,461	(2,111)	(3.17)
101-818-719.000	Workers Compensation Insurance	8,500	8,500	56,940	55,380	(1,560)	(2.74)
101-818-719.001	Dental Insurance	4,828	4,828	9,636	9,372	(264)	(2.74)
101-818-721.010	Health Care Waiver	9,595	18,106	12,548	11,019	(1,529)	(12.19)
101-818-723.001	Unemployment Compensation	4,313		24,981	24,296	(685)	(2.74)
101-818-725.000	Sick and Vacation Contribution	5,250	5,250	3,314	3,204	(110)	(3.32)
101-818-727.000	Office Supplies			2,000	2,000		
101-818-731.003	COMPUTER EQUIPMENT	1,482	3,000				
101-818-743.000	Uniforms	4,981	6,650	11,400	11,400		
101-818-745.012	Recreation Supplies - Parks	1,717	108,000	75,000	75,000		
101-818-746.001	Personal Protective Wear	1,324	4,750				
101-818-749.001	Motor Fuel, Oil & Lubricants	19,041	30,000	75,000	75,000		
101-818-749.002	Tools & Supplies	7,546	10,000	15,000	15,000		
101-818-749.005	Equipment Maintenance Supplies	4,362	5,000	5,000	5,000		
101-818-776.001	Janitorial Supplies	1,377	2,000	8,000	8,000		
101-818-776.002	Building Maintenance Supplies	3,045	20,000	20,000	20,000		
101-818-779.001	Sand & Gravel	41	10,000	10,000	10,000		
101-818-779.004	SNOW REMOV SUPPLIES		6,000	6,000	6,000		
101-818-780.001	Forestry Supplies		1,000				
101-818-780.005	Grounds Maintenance Supplies	5,893	14,000	75,000	75,000		

101-818-808.000	PARKS AND NEIGHBORHOOD PROJECTS	4,189	49,000	50,000	50,000		
101-818-818.000	Other Professional Services	2,371	161,000	230,000	230,000		
101-818-818.236	PROF. SERVICE - TREE SERVICES	17,948	40,000				
101-818-822.000	Services-Collected Waste Disposal	1,437	3,500	3,500	3,500		
101-818-914.000	Insurance Property Coverage	12,000	12,000				
101-818-921.000	Utilities Electricity	1,209	7,000				
101-818-922.000	Utilities Water & Sewer	7,764	10,500				
101-818-931.000	Services - Buildings and Grounds	1,525	2,500	10,000	10,000		
101-818-931.002	Services - Ground Maintenance	502	2,500	10,000	10,000		
101-818-931.005	SERVICES-LINEAR PARK MAINTENANCE	649	5,000	5,000	5,000		
101-818-932.004	Services - Maintenance-Vehicles	1,973	20,000	20,000	20,000		
101-818-942.000	Services - Equipment Rentl Non-City	18,068	24,200				
101-818-957.002	Training Expense	6,180	28,000	28,000	28,000		
101-818-962.100	Software Purch-Contrib to IT Dept	5,000					
101-818-977.002	VEHICLES		290,800				
Totals for dept 818 - PARKS GROUNDS MAINTENANCE		794,697	1,608,831	1,971,878	1,932,861	(39,017)	(1.98)

Dept 861 - Retiree Fringes

101-861-718.002	P&F Pension - City Contribution	3,819,003	4,000,000	3,308,502	3,308,502		
Totals for dept 861 - Retiree Fringes		3,819,003	4,000,000	3,308,502	3,308,502		

Dept 870 - UNEMPLOYMENT COMPENSATION

101-870-723.001	Unemployment Compensation	(7,291)	50,000				
Totals for dept 870 - UNEMPLOYMENT COMPENSATION		(7,291)	50,000				

Dept 925 - Debt Service

101-925-992.084	DEBT SERVICE - OTTAWA_PHOENIX CENTER	4,972,735	5,003,935				
101-925-995.084	INTEREST EXPENSE OTTAWA_PHOENIX	186,631	94,543				
Totals for dept 925 - Debt Service		5,159,366	5,098,478				

Dept 966 - Transfers To / From Other Funds

101-966-999.209	TRANSFER OUT TO FUND 209	616,803	616,803	828,000	828,000		
101-966-999.239	TRANSFER OUT TO FUND 239	155,043	155,043				
101-966-999.240	TRANSFER OUT TO FUND 240	195,811	195,811				
101-966-999.276	TRANSFER OUT TO FUND 276	2,838,080	2,838,080	1,800,000	1,800,000		
101-966-999.659	TRANSFER OUT TO FUND 659		1,000,000				
Totals for dept 966 - Transfers To / From Other Funds		3,805,737	4,805,737	2,628,000	2,628,000		

TOTAL APPROPRIATIONS		45,114,300	63,057,101	57,523,732	57,664,807	141,075	0.25
NET OF REVENUES/APPROPRIATIONS - FUND 101		9,669,595	(2,674,380)	(2,643,255)	(2,784,330)	(141,075)	5.34
BEGINNING FUND BALANCE		41,779,551	41,779,551	51,449,146	51,449,146		
ENDING FUND BALANCE		51,449,146	39,105,171	48,805,891	48,664,816	(141,075)	(0.29)

Fund 202 - MAJOR STREETS

ESTIMATED REVENUES

Dept 000

202-000-546.000	STATE GRANT HIGHWAY MAINTENANCE	200,000			
202-000-577.000	State gas & weight	5,706,016	7,024,958	7,024,958	7,024,958
202-000-665.001	Investments Income	124,825	128,798	28,798	28,798
202-000-686.000	REIMBURSEMENTS	9,699		10,000	10,000
Totals for dept 000 -		6,040,540	7,153,756	7,063,756	7,063,756

Dept 447 - Engineering

202-447-559.000-MLKBRG	MDOT Grant	5,000,000			
------------------------	------------	-----------	--	--	--

Totals for dept 447 - Engineering		5,000,000			
-----------------------------------	--	-----------	--	--	--

TOTAL ESTIMATED REVENUES		11,040,540	7,153,756	7,063,756	7,063,756
--------------------------	--	------------	-----------	-----------	-----------

APPROPRIATIONS

Dept 443 - NONMOTORIZED

202-443-816.000	Services - Contracted Construction	22,007	50,000	50,000	50,000
Totals for dept 443 - NONMOTORIZED		22,007	50,000	50,000	50,000

Dept 458 - PUBLIC WORKS OPERATIONS

202-458-962.022	101 Admin Allocation-To Other Funds	705,374	705,375	726,536	726,536
202-458-967.010	DPW SUPPORT SERVICES	96,024	96,024	98,904	98,904
Totals for dept 458 - PUBLIC WORKS OPERATIONS		801,398	801,399	825,440	825,440

Dept 463 - Rountine Maintenance Roads

202-463-702.000	Salaries & Wages	138,044	259,739	287,441	287,441
202-463-702.004	Overtime Wages	21,949	19,000	20,000	20,000
202-463-707.003	CELL PHONE STIPEND	990	3,600	3,870	3,870
202-463-715.000	F.I.C.A. - City Contribution	12,409	19,870	23,947	23,947
202-463-716.000	MEDICAL INSURANCE	28,260	28,260	43,875	43,875
202-463-716.011	Optical & Hearing Insurance			576	576
202-463-717.000	Life Insurance	4,037	4,037	4,488	4,488
202-463-718.500	MERS EMPLOYER CONTRIBUTIONS	3,082	10,390	22,020	22,020
202-463-719.000	Workers Compensation Insurance	1,350	1,350	18,720	18,720
202-463-719.001	Dental Insurance	2,471	2,471	3,168	3,168
202-463-721.010	Health Care Waiver	2,514	13,580	5,595	5,595
202-463-723.001	Unemployment Compensation	908		8,213	8,213
202-463-725.000	Sick and Vacation Contribution	2,498	2,498	1,106	1,106
202-463-749.001	Motor Fuel, Oil & Lubricants	14,148	18,000		
202-463-749.002	Tools & Supplies	9,810	12,000	10,000	10,000
202-463-777.005	STREET LIGHT PARTS & SUPPLIES	42,640	90,000	100,000	100,000
202-463-779.003	SURFACE MAINTENANCE - ASPHALT	34,413	122,299	100,000	100,000
202-463-779.008	Pavement Markings	93,704	145,000	145,000	145,000
202-463-779.009	Other Road Maintenance Supplies	4,914	5,000	5,000	5,000
202-463-806.000	Engineering Services	1,105,052	1,560,000	2,021,242	2,021,242
202-463-806.001	STORMWATER SERVICES	399,347	500,000	300,000	300,000
202-463-816.000	Services - Contracted Construction	167,250	300,000	971,250	971,250
202-463-818.000	Other Professional Services	1,750	5,750	5,750	5,750
202-463-818.001-MIEGLE	PROFESSIONAL SERVICES-WADE TRIM		200,000		
202-463-818.230	PROF. SERV - STREETLIGHT REPAIR	218,833	240,000		
202-463-818.236	PROF. SERVICE - TREE SERVICES	9,930	50,000		
202-463-818.257	PROF SERV - GUARDRAILS		20,000		
202-463-818.260	OTHER PROF. SERV. - STREET PATCHING	51,460	180,000		
202-463-822.000	Services-Collected Waste Disposal	5,723	21,000	21,000	21,000
202-463-942.000	Services - Equipment Rentl Non-City		10,000	10,000	10,000
202-463-943.000	Services - Equip Rentl City-Owned	51,026	150,000	175,000	175,000
202-463-974.074	ROAD CONSTRUCTION	1,964,017	3,700,000	3,007,513	3,007,513
202-463-977.002	VEHICLES		500,000	200,000	200,000

Totals for dept 463 - Rountine Maintenance Roads		4,392,529	8,193,844	7,514,774	7,514,774
Dept 478 - Winter Maintenance					
202-478-702.000	Salaries & Wages	94,029	173,159	191,627	191,627
202-478-702.004	Overtime Wages	14,632	13,000	13,000	13,000
202-478-707.003	CELL PHONE STIPEND	660	2,400	2,580	2,580
202-478-715.000	F.I.C.A. - City Contribution	8,408	13,247	15,939	15,939
202-478-716.000	MEDICAL INSURANCE	18,840	18,840	29,250	29,250
202-478-716.011	Optical & Hearing Insurance			384	384
202-478-717.000	Life Insurance	2,692	2,692	2,992	2,992
202-478-718.500	MERS EMPLOYER CONTRIBUTIONS	2,104	6,927	14,655	14,655
202-478-719.000	Workers Compensation Insurance	2,900	2,900	12,480	12,480
202-478-719.001	Dental Insurance	1,648	1,648	2,112	2,112
202-478-721.010	Health Care Waiver	1,676	9,053	3,730	3,730
202-478-723.001	Unemployment Compensation	606		5,475	5,475
202-478-725.000	Sick and Vacation Contribution	1,665	1,665	737	737
202-478-749.001	Motor Fuel, Oil & Lubricants	10,066	28,500		
202-478-779.004	SNOW REMOV SUPPLIES	124,284	260,000	260,000	260,000
202-478-779.009	Other Road Maintenance Supplies		5,000	5,000	5,000
202-478-943.000	Services - Equip Rentl City-Owned	58,217	50,000	75,000	75,000
Totals for dept 478 - Winter Maintenance		342,427	589,031	634,961	634,961
Dept 485 - TRAFFIC CONTROL					
202-485-777.001	Traffic Signals	73,423	151,000	150,000	150,000
202-485-777.002	Traffic Signs	15,872	89,000	100,000	100,000
202-485-818.014	PROF. SERVICES- TRAFFIC CONTROL STUDY	9,402	25,000	25,000	25,000
202-485-818.220	PROF. SERV-CN RAILWAY	18,092	20,000	20,000	20,000
202-485-924.003	Utilities traffic signals	75,523	75,000	75,000	75,000
Totals for dept 485 - TRAFFIC CONTROL		192,312	360,000	370,000	370,000
TOTAL APPROPRIATIONS		5,750,673	9,994,274	9,395,175	9,395,175
NET OF REVENUES/APPROPRIATIONS - FUND 202		5,289,867	(2,840,518)	(2,331,419)	(2,331,419)
BEGINNING FUND BALANCE		5,743,709	5,743,709	11,033,576	11,033,576
ENDING FUND BALANCE		11,033,576	2,903,191	8,702,157	8,702,157

Fund 203 - Local Streets

ESTIMATED REVENUES

Dept 000

203-000-577.000	State gas & weight	1,735,956	2,132,569	2,132,569	2,132,569
203-000-665.001	Investments Income	12,908	6,299	6,299	6,299
Totals for dept 000 -		1,748,864	2,138,868	2,138,868	2,138,868
TOTAL ESTIMATED REVENUES		1,748,864	2,138,868	2,138,868	2,138,868

APPROPRIATIONS

Dept 443 - NONMOTORIZED

203-443-816.000	Services - Contracted Construction	105,793	150,000	150,000	150,000
Totals for dept 443 - NONMOTORIZED		105,793	150,000	150,000	150,000

Dept 458 - PUBLIC WORKS OPERATIONS

203-458-962.022	101 Admin Allocation-To Other Funds	213,886	213,886	220,302	220,302
203-458-967.010	DPW SUPPORT SERVICES	34,992	34,992	36,750	36,750
Totals for dept 458 - PUBLIC WORKS OPERATIONS		248,878	248,878	257,052	257,052

Dept 463 - Rountine Maintenance Roads

203-463-702.000	Salaries & Wages	138,044	217,739	287,441	287,441
203-463-702.004	Overtime Wages	21,948	19,000	20,000	20,000
203-463-707.003	CELL PHONE STIPEND	990	3,600	3,870	3,870
203-463-715.000	F.I.C.A. - City Contribution	12,408	19,870	23,947	23,947
203-463-716.000	MEDICAL INSURANCE	28,260	28,260	43,875	43,875
203-463-716.011	Optical & Hearing Insurance			576	576
203-463-717.000	Life Insurance	4,037	4,037	4,488	4,488
203-463-718.500	MERS EMPLOYER CONTRIBUTIONS	3,081	10,390	22,020	22,020
203-463-719.000	Workers Compensation Insurance	4,350	4,350	18,720	18,720
203-463-719.001	Dental Insurance	2,471	2,471	3,168	3,168
203-463-721.010	Health Care Waiver	2,514	13,580	5,595	5,595
203-463-723.001	Unemployment Compensation	908		8,213	8,213
203-463-725.000	Sick and Vacation Contribution	2,498	2,498	1,106	1,106
203-463-749.001	Motor Fuel, Oil & Lubricants	24,182	32,000		
203-463-749.002	Tools & Supplies	4,490	10,000	10,000	10,000
203-463-777.005	STREET LIGHT PARTS & SUPPLIES	4,167	10,000	15,000	15,000
203-463-779.003	SURFACE MAINTENANCE - ASPHALT	42,330	55,000	25,000	25,000
203-463-779.005	Surface Maint. - Temporary Asphalt	2,827	6,531		
203-463-779.006	Surface Maint. - Permanent Asphalt		1,143		
203-463-806.000	Engineering Services	32,483	80,000	145,200	145,200
203-463-806.001	STORMWATER SERVICES	140,548	237,000	100,000	100,000
203-463-806.002	ASSET MANAGEMENT		20,000	40,000	40,000
203-463-816.000	Services - Contracted Construction	92,191	138,000	276,250	276,250
203-463-818.000	Other Professional Services	11,026	20,500	20,500	20,500
203-463-818.230	PROF. SERV - STREETLIGHT REPAIR	15,729	10,000		
203-463-818.236	PROF. SERVICE - TREE SERVICES	123,195	149,500		
203-463-818.257	PROF SERV - GUARDRAILS		20,000		
203-463-818.260	OTHER PROF. SERV. - STREET PATCHING	32,613	90,500		
203-463-822.000	Services-Collected Waste Disposal	17,044	30,000	30,000	30,000
203-463-942.000	Services - Equipment Rentl Non-City	389	10,000	10,000	10,000
203-463-943.000	Services - Equip Rentl City-Owned	161,607	150,000	175,000	175,000
203-463-974.074	ROAD CONSTRUCTION	399,814	500,000		
Totals for dept 463 - Rountine Maintenance Roads		1,326,144	1,895,969	1,289,969	1,289,969

Dept 478 - Winter Maintenance

203-478-702.000	Salaries & Wages	92,031	173,159	191,627	191,627	
203-478-702.004	Overtime Wages	14,633	13,000	13,000	13,000	
203-478-707.003	CELL PHONE STIPEND	660	2,400	2,580	2,580	
203-478-715.000	F.I.C.A. - City Contribution	8,273	13,247	15,939	15,939	
203-478-716.000	MEDICAL INSURANCE	18,840	18,840	29,250	29,250	
203-478-716.011	Optical & Hearing Insurance			384	384	
203-478-717.000	Life Insurance	2,692	2,692	2,992	2,992	
203-478-718.500	MERS EMPLOYER CONTRIBUTIONS	2,054	6,927	14,655	14,655	
203-478-719.000	Workers Compensation Insurance	2,900	2,900	12,480	12,480	
203-478-719.001	Dental Insurance	1,648	1,648	2,112	2,112	
203-478-721.010	Health Care Waiver	1,676	9,053	3,730	3,730	
203-478-723.001	Unemployment Compensation	606		5,475	5,475	
203-478-725.000	Sick and Vacation Contribution	1,665	1,665	737	737	
203-478-749.001	Motor Fuel, Oil & Lubricants	2,513	20,000	20,000	20,000	
203-478-749.002	Tools & Supplies	1,132	5,000	5,000	5,000	
203-478-779.004	SNOW REMOV SUPPLIES	11,558	100,000	15,000	15,000	
203-478-943.000	Services - Equip Rentr City-Owned	33,948	50,000	50,000	50,000	
Totals for dept 478 - Winter Maintenance		196,829	420,531	384,961	384,961	

Dept 485 - TRAFFIC CONTROL

203-485-777.002	Traffic Signs			100,000	100,000	
203-485-818.235	PROF. SERV - STREET SIGNS CONTRACTOR	48,328	100,000			
203-485-974.004	SPEED HUMPS & SIGNAGE				600,000	600,000
Totals for dept 485 - TRAFFIC CONTROL		48,328	100,000	100,000	700,000	600.00
TOTAL APPROPRIATIONS		1,925,972	2,815,378	2,181,982	2,781,982	27.50

NET OF REVENUES/APPROPRIATIONS - FUND 203

	(177,108)	(676,510)	(43,114)	(643,114)	(600,000)	1,391.66
BEGINNING FUND BALANCE	1,743,279	1,743,279	1,566,171	1,566,171		
ENDING FUND BALANCE	1,566,171	1,066,769	1,523,057	923,057	(600,000)	(39.39)

Fund 208 - YOUTH RECREATION MILLAGE

ESTIMATED REVENUES

Dept 000

208-000-402.000	CURRENT REAL PROPERTY TAXES	1,256,657	1,233,901	1,233,901	1,233,901
208-000-403.002	Property Tax Chargebacks	(639)			
208-000-410.000	CURRENT PERSONAL PROPERTY TAXES	355,212	323,583	355,300	355,300
208-000-411.000	DELINQUENT REAL PROPERTY TAXES		48,145	48,145	48,145
208-000-412.000	DELINQUENT PERSONAL PROPERTY	2,116	16,179	200	200
208-000-416.000	TAX INCREMENT FINANCE (TIF) CAPTURE	(271,553)	(271,000)	(271,000)	(271,000)
208-000-433.000	COMMERCIAL FACILITIES TAX	3,003	3,003	3,003	3,003
208-000-437.000	INDUSTRIAL FACILITY TAX	10,078	3,978	10,100	10,100
208-000-532.000-UWOCST	Federal grants others	98,125	353,773	304,710	304,710
208-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	42,556	66,295	135,000	135,000
208-000-651.006	CITY EVENTS	1,500		15,742	15,742
208-000-671.208	WILLIAMS INT EDUCATIONAL FUND		380,000	462,606	462,606
Totals for dept 000 -		1,497,055	2,157,857	2,297,707	2,297,707
TOTAL ESTIMATED REVENUES		1,497,055	2,157,857	2,297,707	2,297,707

APPROPRIATIONS						
Dept 756 - RECREATION FACILITY						
208-756-702.000	Salaries & Wages	352,350	492,781	319,000	319,000	
208-756-702.004	Overtime Wages	14,198		20,000	20,000	
208-756-707.003	CELL PHONE STIPEND	750	1,200	1,200	1,200	
208-756-715.000	F.I.C.A. - City Contribution	28,578	27,371	15,606	15,606	
208-756-716.000	MEDICAL INSURANCE	35,325	35,325	22,500	22,500	
208-756-716.011	Optical & Hearing Insurance			240	240	
208-756-717.000	Life Insurance	2,784	2,784	1,870	1,870	
208-756-718.500	MERS EMPLOYER CONTRIBUTIONS	670	6,752	13,489	13,489	
208-756-719.000	Workers Compensation Insurance	3,000	3,000	7,800	7,800	
208-756-719.001	Dental Insurance	1,704	1,704	1,320	1,320	
208-756-723.001	Unemployment Compensation	7,745		3,422	3,422	
208-756-725.000	Sick and Vacation Contribution	1,623	1,623	612	612	
208-756-727.000	Office Supplies	51	5,000	1,000	1,000	
208-756-731.003	COMPUTER EQUIPMENT	1,687	10,000			
208-756-745.000	Recreation Supplies	16,605	90,742	40,742	40,742	
208-756-745.003	CITY EVENTS	74,278	75,000	45,000	45,000	
208-756-749.001	Motor Fuel, Oil & Lubricants		10,000			
208-756-779.020	PROGRAMMING	373,781	482,606	382,606	382,606	
208-756-818.000	Other Professional Services	123,431	175,742	25,000	100,000	75,000 300.00
208-756-819.000-UWOCST	Contractual Temp/PT Labor	2,800	64,250	20,000	20,000	
208-756-851.000	SERVICES - COMMUNICATIONS-TELEPHONE		5,470	5,470	5,470	
208-756-852.010	SERVICES - CABLE TV/INTERNET		2,635	2,635	2,635	
208-756-863.000	FIELD TRIPS	13,126	15,000	15,000	15,000	
208-756-901.000	Printing and Bindery Service	128	25,000	15,000	15,000	
208-756-914.000	Insurance Property Coverage	34,751	34,751	20,915	20,915	
208-756-921.000	Utilities Electricity		9,279	9,279	9,279	
208-756-941.000	Services - Building & Land Rental	17,200	25,675	51,350	51,350	
208-756-942.001	Copier Lease	1,315	2,520	2,520	2,520	
208-756-942.002	COPIER SUPPLIES	81				
208-756-957.002	Training Expense	1,320	5,500	8,000	8,000	
208-756-962.022	101 Admin Allocation-To Other Funds	215,784	215,785	222,258	222,258	
208-756-977.008-UWOCST	Special Equipment		25,000	17,687	17,687	
208-756-977.011	Computer Equipment	6,800	35,000			
Totals for dept 756 - RECREATION FACILITY		1,331,865	1,887,495	1,291,521	1,366,521	75,000 5.81
Dept 775 - YOUTH SPORTS						
208-775-745.000	Recreation Supplies		20			
Totals for dept 775 - YOUTH SPORTS			20			
TOTAL APPROPRIATIONS		1,331,865	1,887,515	1,291,521	1,366,521	75,000 5.81
NET OF REVENUES/APPROPRIATIONS - FUND 208		165,190	270,342	1,006,186	931,186	(75,000) (7.45)

BEGINNING FUND BALANCE	1,757,311	1,757,311	1,922,501	1,922,501		
ENDING FUND BALANCE	1,922,501	2,027,653	2,928,687	2,853,687	(75,000)	(2.56)

Fund 209 - Cemetery Fund

ESTIMATED REVENUES

Dept 000

209-000-699.101	TRANSFER IN FROM FUND 101	616,803	616,803	828,000	828,000
Totals for dept 000 -		616,803	616,803	828,000	828,000
TOTAL ESTIMATED REVENUES		616,803	616,803	828,000	828,000

APPROPRIATIONS
Dept 273 - Cemetery Ottawa Park

209-273-702.000	Salaries & Wages	36,128	63,538	78,333	69,743	(8,590)	(10.97)
209-273-702.004	Overtime Wages	5,982	8,000	8,000	8,000		
209-273-707.003	CELL PHONE STIPEND	219	837	1,620	1,203	(417)	(25.74)
209-273-715.000	F.I.C.A. - City Contribution	3,268	4,864	6,733	6,038	(695)	(10.32)
209-273-716.000	MEDICAL INSURANCE	8,125	8,125	11,475	11,138	(337)	(2.94)
209-273-716.011	Optical & Hearing Insurance			158	144	(14)	(8.86)
209-273-717.000	Life Insurance	1,003	1,003	1,234	1,122	(112)	(9.08)
209-273-718.500	MERS EMPLOYER CONTRIBUTIONS	718	2,521	6,203	5,568	(635)	(10.24)
209-273-719.000	Workers Compensation Insurance	1,080	1,080	5,148	4,680	(468)	(9.09)
209-273-719.001	Dental Insurance	614	614	871	792	(79)	(9.07)
209-273-721.010	Health Care Waiver	620	2,716	1,675	1,184	(491)	(29.31)
209-273-723.001	Unemployment Compensation	265		2,259	2,053	(206)	(9.12)
209-273-725.000	Sick and Vacation Contribution	606	606	301	268	(33)	(10.96)
209-273-749.002	Tools & Supplies		5,000				
209-273-749.005	Equipment Maintenance Supplies	140	10,000				
209-273-776.002	Building Maintenance Supplies	3,516	5,000	5,000	5,000		
209-273-780.005	Grounds Maintenance Supplies	2,504	10,000	10,000	10,000		
209-273-818.000	Other Professional Services	69,964	110,000	70,000	70,000		
209-273-818.002	PROFESSIONAL SERVICES - COVENANT	18,750	21,500	21,500	21,500		
209-273-818.003	PROFESSIONAL SERVICES - TECHNISERVE	554	3,500	1,500	1,500		
209-273-818.005	Equipment Towing Charges	100	500	500	500		
209-273-820.008	Services - Security Alarm Systems	3,123	3,900	3,900	3,900		
209-273-852.010	SERVICES - CABLE TV/INTERNET	1,642	2,130	2,130	2,130		
209-273-914.000	Insurance Property Coverage			8,784	8,784		
209-273-921.000	Utilities Electricity	17,019	21,240	13,240	13,240		
209-273-923.000	Utilities Gas Heat	2,173	2,700	2,700	2,700		
209-273-931.001	Services - Building Maintenance	11,804	127,000	135,000	135,000		
209-273-932.004	Services - Maintenance-Vehicles		10,000	10,000	10,000		
209-273-942.000	Services - Equipment Rentl Non-City		5,000	5,000	5,000		
209-273-943.000	Services - Equip Rentl City-Owned	2,207	5,000	5,000	5,000		
Totals for dept 273 - Cemetery Ottawa Park		192,124	436,374	418,264	406,187	(12,077)	(2.89)

Dept 276 - Cemetery Oak Hill

209-276-702.000	Salaries & Wages	24,085	42,359	52,222	44,495	(7,727)	(14.80)
209-276-702.004	Overtime Wages	3,988	8,000	8,000	8,000		
209-276-707.003	CELL PHONE STIPEND	146	558	1,080	810	(270)	(25.00)
209-276-715.000	F.I.C.A. - City Contribution	2,179	3,241	4,692	4,231	(461)	(9.83)
209-276-716.000	MEDICAL INSURANCE	5,417	5,417	7,650	7,425	(225)	(2.94)
209-276-716.011	Optical & Hearing Insurance			106	96	(10)	(9.43)
209-276-717.000	Life Insurance	669	669	823	748	(75)	(9.11)
209-276-718.500	MERS EMPLOYER CONTRIBUTIONS	479	1,681	4,337	3,914	(423)	(9.75)
209-276-719.000	Workers Compensation Insurance	720	720	3,432	3,120	(312)	(9.09)

209-276-719.001	Dental Insurance	409	409	581	528	(53)	(9.12)
209-276-721.010	Health Care Waiver	413	1,811	1,117	811	(306)	(27.39)
209-276-723.001	Unemployment Compensation	177		1,506	1,369	(137)	(9.10)
209-276-725.000	Sick and Vacation Contribution	404	404	201	179	(22)	(10.95)
209-276-749.002	Tools & Supplies	381	5,000	5,000	5,000		
209-276-749.005	Equipment Maintenance Supplies	129	10,000	10,000	10,000		
209-276-776.002	Building Maintenance Supplies	1,180	10,000	10,000	10,000		
209-276-780.005	Grounds Maintenance Supplies	1,835	10,000	10,000	10,000		
209-276-818.000	Other Professional Services	41,115	54,000	50,000	50,000		
209-276-818.002	PROFESSIONAL SERVICES - COVENANT	68,750	94,500	94,500	94,500		
209-276-818.003	PROFESSIONAL SERVICES - TECHNISERVE	554	4,000	4,000	4,000		
209-276-818.005	Equipment Towing Charges		500	500	500		
209-276-820.008	Services - Security Alarm Systems	1,061	1,250	1,250	1,250		
209-276-851.000	SERVICES - COMMUNICATIONS-TELEPHONE		550	550	550		
209-276-852.010	SERVICES - CABLE TV/INTERNET		590	590	590		
209-276-914.000	Insurance Property Coverage	862	862	5,856	5,856		
209-276-921.000	Utilities Electricity	413	10,000	10,000	10,000		
209-276-922.000	Utilities Water & Sewer	4,792	8,019	8,019	8,019		
209-276-923.000	Utilities Gas Heat	1,891	4,535	4,535	4,535		
209-276-931.001	Services - Building Maintenance	12,815	21,000	25,000	25,000		
209-276-932.004	Services - Maintenance-Vehicles	650	10,000	10,000	10,000		
209-276-942.000	Services - Equipment Rentl Non-City	1,090	5,000	5,000	5,000		
209-276-943.000	Services - Equip Rentl City-Owned	268	5,000	5,000	5,000		
Totals for dept 276 - Cemetery Oak Hill		176,872	320,075	345,547	335,526	(10,021)	(2.90)
TOTAL APPROPRIATIONS		368,996	756,449	763,811	741,713	(22,098)	(2.89)
NET OF REVENUES/APPROPRIATIONS - FUND 209		247,807	(139,646)	64,189	86,287	22,098	34.43
BEGINNING FUND BALANCE		(427,800)	(427,800)	(179,993)	(179,993)		
ENDING FUND BALANCE		(179,993)	(567,446)	(115,804)	(93,706)	22,098	(19.08)

Fund 212 - Senior Activities Millage

ESTIMATED REVENUES

Dept 000

212-000-402.000	CURRENT REAL PROPERTY TAXES	420,518	414,135	414,135	414,135
212-000-403.002	Property Tax Chargebacks	(216)			
212-000-410.000	CURRENT PERSONAL PROPERTY TAXES	118,453	107,846	118,500	118,500
212-000-411.000	DELINQUENT REAL PROPERTY TAXES		16,156	16,156	16,156
212-000-412.000	DELINQUENT PERSONAL PROPERTY	(50,858)	5,392	1,750	1,750
212-000-416.000	TAX INCREMENT FINANCE (TIF) CAPTURE	(90,497)	(91,000)	(91,000)	(91,000)
212-000-433.000	COMMERCIAL FACILITIES TAX	1,001	1,001	1,001	1,001
212-000-437.000	INDUSTRIAL FACILITY TAX	3,359	1,325	3,375	3,375
212-000-532.000-OCSCMG	Federal grants others	133,646	133,646		
212-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	14,183	35,286	11,000	11,000
212-000-665.001	Investments Income	141			
212-000-669.703	RENTALS - PETERSON CENTER	7,990		7,500	7,500
212-000-669.704	RENTALS - BOWEN CENTER	12,840		11,500	11,500
212-000-675.000	Contribution From Private Source	160,000	200,000	2,692	2,692
Totals for dept 000 -		730,560	823,787	496,609	496,609
TOTAL ESTIMATED REVENUES		730,560	823,787	496,609	496,609

APPROPRIATIONS

Dept 813 - Ruth Peterson Senior Citizen Center

212-813-818.000	Other Professional Services	26,327	63,635				
212-813-976.001-LOWESH	BUILDING ADDITIONS & IMPROVEMENTS	70,000	70,792				
212-813-976.001-OCSCMG	BUILDING ADDITIONS & IMPROVEMENTS	107,319	107,319				
212-813-977.008-LOWESH	Special Equipment	24,745	91,900				
Totals for dept 813 - Ruth Peterson Senior Citizen Center		228,391	333,646				

Dept 814 - BOWENS SENIOR CITIZEN CENTER

212-814-967.010	DPW SUPPORT SERVICES			6,250	6,250		
Totals for dept 814 - BOWENS SENIOR CITIZEN CENTER				6,250	6,250		

Dept 815 - Senior Cittizen Recreation Programs

212-815-702.000	SALARIES & WAGES	256,970	253,628	403,967	346,699	(57,268)	(14.18)
212-815-702.004	Overtime Wages	46,901	9,000	46,000	46,000		
212-815-707.003	CELL PHONE STIPEND	140		402	321	(81)	(20.15)
212-815-715.000	F.I.C.A. - City Contribution	23,761	20,015	35,201	30,586	(4,615)	(13.11)
212-815-716.000	MEDICAL INSURANCE	63,586	63,586	51,750	49,500	(2,250)	(4.35)
212-815-716.011	Optical & Hearing Insurance			888	792	(96)	(10.81)
212-815-717.000	Life Insurance	5,012	5,012	6,919	6,171	(748)	(10.81)
212-815-718.500	MERS EMPLOYER CONTRIBUTIONS	2,236	30,250	33,457	29,234	(4,223)	(12.62)
212-815-719.000	Workers Compensation Insurance	5,400	5,400	28,860	25,740	(3,120)	(10.81)
212-815-719.001	Dental Insurance	3,068	3,068	4,884	4,356	(528)	(10.81)
212-815-721.010	Health Care Waiver	5,124		10,176	7,117	(3,059)	(30.06)
212-815-723.001	Unemployment Compensation	2,113		12,661	11,293	(1,368)	(10.80)
212-815-725.000	Sick and Vacation Contribution	2,396	2,396	1,554	1,333	(221)	(14.22)
212-815-727.000	Office Supplies	660	550	2,000	2,000		
212-815-745.000	Recreation Supplies	5,509	6,400	7,000	7,000		
212-815-776.001	JANITORIAL SUPPLIES	1,067	5,000	5,000	5,000		
212-815-776.002	Building Maintenance Supplies	4,579	6,500	6,500	6,500		
212-815-776.003	Bldg. Equipment Maint. Supplies		5,500	3,000	3,000		
212-815-779.004	SNOW REMOV SUPPLIES	787	4,000	2,000	2,000		
212-815-780.005	Grounds Maintenance Supplies		4,200	3,000	3,000		
212-815-806.000	Engineering Services	26,762	40,000	10,000	10,000		
212-815-809.001	COVID 19 EXPENDITURES	649	1,000				
212-815-818.000	Other Professional Services	4,274	4,500	6,500	6,500		
212-815-818.006	Contractual Mowing Services		2,100				
212-815-818.037	CONTRACTUAL JANITORIAL SERVICES	44,660	54,000	60,000	60,000		
212-815-818.245	PROF. SERV - SNOW REMOVAL		16,500				
212-815-820.008	Services - Security Alarm Systems	3,109	3,700	5,000	5,000		
212-815-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	3,954	6,184	6,184	6,184		
212-815-852.010	SERVICES - CABLE TV/INTERNET	14,476	15,580	15,000	15,000		
212-815-864.000	Truck & Bus Rental	7,720	7,850	10,000	10,000		
212-815-914.000	Insurance Property Coverage	28,201	28,202	71,111	71,111		

212-815-921.000	Utilities Electricity	18,174	18,661	25,000	25,000		
212-815-922.000	Utilities Water & Sewer	6,776	8,978	12,000	12,000		
212-815-923.000	Utilities Gas Heat	10,104	12,528	25,000	25,000		
212-815-931.001	Services - Building Maintenance	3,086	22,000	15,000	15,000		
212-815-931.002	Services - Ground Maintenance	6,725	47,500	10,000	10,000		
212-815-931.003	Services - Building Equip Maint	90	10,000	2,000	2,000		
212-815-932.008	Services - Maintenance-Fire Exting		2,500	2,500	2,500		
212-815-942.000	Services - Equipment Rentl Non-City		500	500	500		
212-815-942.001	Copier Lease	2,678	3,100	3,100	3,100		
212-815-942.002	COPIER SUPPLIES	78					
212-815-943.000	Services - Equip Rentl City-Owned	4,855	5,500	5,500	5,500		
212-815-962.022	101 Admin Allocation-To Other Funds	49,014	49,014	50,484	50,484		
212-815-967.010	DPW SUPPORT SERVICES	11,292	11,292	11,630	11,630		
Totals for dept 815 - Senior Cittance Recreation Programs		675,986	795,694	1,011,728	934,151	(77,577)	(7.67)
TOTAL APPROPRIATIONS		904,377	1,129,340	1,017,978	940,401	(77,577)	(7.62)
NET OF REVENUES/APPROPRIATIONS - FUND 212		(173,817)	(305,553)	(521,369)	(443,792)	77,577	(14.88)
BEGINNING FUND BALANCE		865,934	865,934	692,117	692,117		
ENDING FUND BALANCE		692,117	560,381	170,748	248,325	77,577	45.43

Fund 226 - Sanitation Fund

ESTIMATED REVENUES

Dept 000

226-000-402.000	CURRENT REAL PROPERTY TAXES	2,361,323	2,331,166	2,361,000	2,361,000
226-000-403.002	Property Tax Chargebacks	(1,269)		(40,000)	(40,000)
226-000-410.000	CURRENT PERSONAL PROPERTY TAXES	667,441	608,008	668,000	668,000
226-000-411.000	DELINQUENT REAL PROPERTY TAXES		91,108	180,000	180,000
226-000-412.000	DELINQUENT PERSONAL PROPERTY	4,616	30,400	30,400	30,400
226-000-416.000	TAX INCREMENT FINANCE (TIF) CAPTURE	(510,254)	(509,000)	(509,000)	(509,000)
226-000-433.000	COMMERCIAL FACILITIES TAX	5,643	5,642	5,642	5,642
226-000-437.000	INDUSTRIAL FACILITY TAX	18,936	7,474	19,000	19,000
226-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	79,963	11,762	45,000	45,000
226-000-626.050	SANITATION USER FEES	871,114	1,100,000	1,100,000	1,100,000
226-000-630.004	Comrcial & Residntial User Fee-In	1,083,333	2,100,000	2,100,000	2,100,000
226-000-665.001	Investments Income	144,720	162,031	32,031	32,031
226-000-686.000	REIMBURSEMENTS	50			
Totals for dept 000 -		4,725,616	5,938,591	5,992,073	5,992,073
TOTAL ESTIMATED REVENUES		4,725,616	5,938,591	5,992,073	5,992,073

APPROPRIATIONS

Dept 528 - Sanitation Collection

226-528-702.000	Salaries & Wages	60,214	265,784	130,556	116,239	(14,317)	(10.97)
226-528-702.004	Overtime Wages	9,971	12,000	12,000	12,000		
226-528-707.003	CELL PHONE STIPEND	365	3,795	1,458	1,404	(54)	(3.70)
226-528-715.000	F.I.C.A. - City Contribution	5,447	20,333	11,119	9,965	(1,154)	(10.38)
226-528-716.000	MEDICAL INSURANCE	48,867	48,867	19,125	18,563	(562)	(2.94)
226-528-716.011	Optical & Hearing Insurance			264	240	(24)	(9.09)
226-528-717.000	Life Insurance	4,455	4,455	2,057	1,870	(187)	(9.09)
226-528-718.500	MERS EMPLOYER CONTRIBUTIONS	1,197	10,596	10,239	9,183	(1,056)	(10.31)
226-528-719.000	Workers Compensation Insurance	4,800	4,800	8,580	7,800	(780)	(9.09)
226-528-719.001	Dental Insurance	2,727	2,727	1,452	1,320	(132)	(9.09)
226-528-721.010	Health Care Waiver	1,033	4,527	2,791	2,027	(764)	(27.37)
226-528-723.001	Unemployment Compensation	442		3,764	3,422	(342)	(9.09)
226-528-725.000	Sick and Vacation Contribution	2,448	2,448	502	447	(55)	(10.96)
226-528-727.000	Office Supplies		500				
226-528-728.000	Postage		150				
226-528-728.001	Postage - Large Mailing		150				
226-528-729.001	Printed Forms		150				
226-528-731.003	COMPUTER EQUIPMENT		2,000				
226-528-743.000	Uniforms		1,000	1,000	1,000		
226-528-746.001	Personal Protective Wear	204	2,000	2,000	2,000		
226-528-749.001	Motor Fuel, Oil & Lubricants	573	5,000	5,000	5,000		
226-528-806.000	Engineering Services	116,484	140,000	100,000	100,000		
226-528-816.000	Services - Contracted Construction	4,421	10,000	50,000	50,000		
226-528-818.000	Other Professional Services	896	30,000	30,000	30,000		
226-528-818.009	SANITATION SERVICES - ADVANCED	2,880,239	3,996,426	3,996,426	3,996,426		
226-528-851.000	SERVICES - COMMUNICATIONS-TELEPHONE		264	264	264		
226-528-852.010	SERVICES - CABLE TV/INTERNET		440	440	440		
226-528-914.000	Insurance Property Coverage	700	700	14,641	14,641		
226-528-921.000	Utilities Electricity	2,291	1,000	1,000	1,000		
226-528-922.000	Utilities Water & Sewer	196,480	262,400	262,400	262,400		
226-528-931.002	Services - Ground Maintenance		30,000	30,000	30,000		
226-528-943.000	Services - Equip Rentr City-Owned	3,376	30,000	30,000	30,000		
226-528-955.200	LANDFILL CLOSURE-MDEQ EXP	71,028	150,000	150,000	150,000		
226-528-957.002	Training Expense		12,000	12,000	12,000		
226-528-962.022	101 Admin Allocation-To Other Funds	580,859	580,859	598,284	598,284		
226-528-967.010	DPW SUPPORT SERVICES	102,996	102,996	106,085	106,085		
226-528-977.002	VEHICLES		50,000	50,000	50,000		
Totals for dept 528 - Sanitation Collection		4,102,513	5,788,367	5,643,447	5,624,020	(19,427)	(0.34)
TOTAL APPROPRIATIONS		4,102,513	5,788,367	5,643,447	5,624,020	(19,427)	(0.34)
NET OF REVENUES/APPROPRIATIONS - FUND 226		623,103	150,224	348,626	368,053	19,427	5.57

BEGINNING FUND BALANCE	8,804,595	8,804,595	9,427,698	9,427,698		
ENDING FUND BALANCE	9,427,698	8,954,819	9,776,324	9,795,751	19,427	0.20

Fund 231 - CABLE FUND

ESTIMATED REVENUES

Dept 000

231-000-641.003	AT&T PEG Fees	9,545	24,622	24,622	24,622
231-000-641.004	Comcast PEG Fees	65,525	100,126	100,126	100,126
231-000-665.001	Investments Income	18,635	10,096	10,096	10,096
Totals for dept 000 -		93,705	134,844	134,844	134,844
TOTAL ESTIMATED REVENUES		93,705	134,844	134,844	134,844

APPROPRIATIONS							
Dept 291 - CABLE							
231-291-702.000	Salaries & Wages	235,598	123,868	138,000	146,000	8,000	5.80
231-291-707.003	CELL PHONE STIPEND		1,200				
231-291-715.000	F.I.C.A. - City Contribution	18,109	9,476	10,557	11,169	612	5.80
231-291-716.000	MEDICAL INSURANCE	23,550	23,550	22,500	22,500		
231-291-716.011	Optical & Hearing Insurance	20	20	240	240		
231-291-717.000	Life Insurance	1,856	1,856	1,870	1,870		
231-291-718.500	MERS EMPLOYER CONTRIBUTIONS	5,667	4,955	10,399	10,664	265	2.55
231-291-719.000	Workers Compensation Insurance	2,000	2,000	7,800	7,800		
231-291-719.001	Dental Insurance	1,136	1,136	1,320	1,320		
231-291-721.010	Health Care Waiver	1,185					
231-291-723.001	Unemployment Compensation	1,381		3,422	3,422		
231-291-725.000	Sick and Vacation Contribution	12,386	12,386	531	531		
231-291-731.001	COMPUTER SUPPLIES	2,905	3,200	3,200	3,200		
231-291-731.002	Personal Computer Software	1,165	2,000	2,000	2,000		
231-291-735.000	Video Equipment Supplies		10,000	10,000	10,000		
231-291-743.000	Uniforms	625					
231-291-749.005	Equipment Maintenance Supplies	130					
231-291-818.000	Other Professional Services	11,440	20,000	20,000	20,000		
231-291-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	1,971	3,527	527	527		
231-291-914.000	Insurance Property Coverage			20,915	20,915		
231-291-926.000	UTILITIES CABLE	1,486	1,500	1,500	1,500		
231-291-957.002	Training Expense		12,000	8,000	8,000		
231-291-962.022	101 Admin Allocation-To Other Funds	13,483	13,484	13,888	13,888		
231-291-976.001	BUILDING ADDITIONS & IMPROVEMENTS		6,500	6,500	6,500		
231-291-977.005	Furniture & Fixtures		4,000	4,000	4,000		
231-291-977.011	Computer Equipment	1,085	25,000	15,000	15,000		
231-291-977.014	Video Equipment	9,816	90,315	93,315	93,315		
Totals for dept 291 - CABLE		346,994	371,973	395,484	404,361	8,877	2.24
TOTAL APPROPRIATIONS		346,994	371,973	395,484	404,361	8,877	2.24
NET OF REVENUES/APPROPRIATIONS - FUND 231		(253,289)	(237,129)	(260,640)	(269,517)	(8,877)	3.41
BEGINNING FUND BALANCE		893,575	893,575	640,286	640,286		
ENDING FUND BALANCE		640,286	656,446	379,646	370,769	(8,877)	(2.34)

Fund 232 - VEBA RETIREE HEALTHCARE OPT OUT

APPROPRIATIONS

Dept 272 - VEBA OPT OUT

232-272-956.015	VEBA OPT OUT PAYMENTS	40,000	500,000	500,000	500,000
Totals for dept 272 - VEBA OPT OUT		40,000	500,000	500,000	500,000
TOTAL APPROPRIATIONS		40,000	500,000	500,000	500,000
NET OF REVENUES/APPROPRIATIONS - FUND 232		(40,000)	(500,000)	(500,000)	(500,000)
BEGINNING FUND BALANCE		3,840,000	3,840,000	3,800,000	3,800,000
ENDING FUND BALANCE		3,800,000	3,340,000	3,300,000	3,300,000

Fund 239 - TAX INCREMENT FINANCE AUTHORITY #2

ESTIMATED REVENUES

Dept 000

239-000-403.001	Current Property taxes increment	224,546		231,000	231,000
239-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	266,660	114,445	266,700	266,700
239-000-636.002	TIFA SERVICE FEE	50,000	50,000	50,000	50,000
239-000-671.000	MISCELLANEOUS REVENUE	20,000			
239-000-674.101	CONTRIBUTION FROM 101	155,043	155,043		
Totals for dept 000 -		716,249	319,488	547,700	547,700
TOTAL ESTIMATED REVENUES		716,249	319,488	547,700	547,700

APPROPRIATIONS

Dept 925 - Debt Service

239-925-992.082	DEBT SERV. - 07C TIFA 2 BONDS-99 MARRIOTT	305,000	305,000
239-925-992.101	FINANCIAL GUARANTEE - GENERAL FUND		155,043
239-925-995.001	Interest Expense Bonds	14,488	14,488
Totals for dept 925 - Debt Service		319,488	474,531

TOTAL APPROPRIATIONS		319,488	474,531
----------------------	--	---------	---------

NET OF REVENUES/APPROPRIATIONS - FUND 239	396,761	(155,043)	547,700	547,700
BEGINNING FUND BALANCE	(3,698,561)	(3,698,561)	(3,301,800)	(3,301,800)
ENDING FUND BALANCE	(3,301,800)	(3,853,604)	(2,754,100)	(2,754,100)

Fund 240 - TAX INCREMENT FINANCE AUTHORITY #3

ESTIMATED REVENUES

Dept 000

240-000-403.001	Current Property taxes increment	1,900,973	1,679,672	1,901,000	1,901,000
240-000-411.000	DELINQUENT REAL PROPERTY TAXES	(84)	75,304	75,304	75,304
240-000-412.000	DELINQUENT PERSONAL PROPERTY	80	8,679	100	100
240-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	67,897	184,744	130,000	130,000
240-000-674.101	CONTRIBUTION FROM 101	195,811	195,811		
Totals for dept 000 -		2,164,677	2,144,210	2,106,404	2,106,404
TOTAL ESTIMATED REVENUES		2,164,677	2,144,210	2,106,404	2,106,404

APPROPRIATIONS					
Dept 730 - Tifa Area # 3 Administration					
240-730-992.101	FINANCIAL GUARANTEE - GENERAL FUND		195,811		
Totals for dept 730 - Tifa Area # 3 Administration			195,811		
Dept 925 - Debt Service					
240-925-992.083	DEBT SERV.- 07C TIFA 3 BONDS-2002 BONDS	1,410,000	1,410,000	1,520,000	1,520,000
240-925-995.001	Interest Expense Bonds	589,963	589,963	523,000	523,000
Totals for dept 925 - Debt Service		1,999,963	1,999,963	2,043,000	2,043,000
TOTAL APPROPRIATIONS		1,999,963	2,195,774	2,043,000	2,043,000
NET OF REVENUES/APPROPRIATIONS - FUND 240		164,714	(51,564)	63,404	63,404
BEGINNING FUND BALANCE		(3,346,845)	(3,346,845)	(3,182,131)	(3,182,131)
ENDING FUND BALANCE		(3,182,131)	(3,398,409)	(3,118,727)	(3,118,727)

Fund 243 - Brownfield Redeveloping Auth

ESTIMATED REVENUES

Dept 000

243-000-403.001	Current Property taxes increment	10,967	11,000	11,000
243-000-411.000	DELINQUENT REAL PROPERTY TAXES	(194)		
243-000-412.000	DELINQUENT PERSONAL PROPERTY	161		
Totals for dept 000 -		10,934	11,000	11,000
TOTAL ESTIMATED REVENUES		10,934	11,000	11,000

APPROPRIATIONS				
Dept 732 - BRA Administration				
243-732-818.054	TAX INCREMENT PAYMENT-BROWNFIELD 4	100,330	65,830	100,000
Totals for dept 732 - BRA Administration		100,330	65,830	100,000
TOTAL APPROPRIATIONS				
		100,330	65,830	100,000
NET OF REVENUES/APPROPRIATIONS - FUND 243				
		(89,396)	(65,830)	(89,000)
BEGINNING FUND BALANCE		299,979	299,979	210,583
ENDING FUND BALANCE		210,583	234,149	121,583

Fund 249 - BUILDING INSPECTION FUND

ESTIMATED REVENUES

Dept 000

249-000-451.000	BUSINESS LICENSES			45,000	45,000
249-000-456.000	Multi registrations	75,230	56,125	90,000	90,000
249-000-456.001	Single family	244,845	222,975	225,000	225,000
249-000-456.010	VACANT PROPERTY REGISTRATION			54,000	54,000
249-000-468.003	Registration Builders	54,180	44,680	10,000	10,000
249-000-468.005	Registration Reciprocal Heating	1,255	1,515	1,515	1,515
249-000-468.008	Registration Electrical License	4,530	4,965	4,965	4,965
249-000-477.003	Insp Building Permit	1,323,153	1,636,818	950,000	950,000
249-000-477.004	Insp Plumbing Permit	55,069	188,413	100,000	100,000
249-000-477.005	Insp Heating Permit	79,347	220,795	110,000	110,000
249-000-477.007	Insp Signs Permit		50	50	50
249-000-477.008	Insp Electrical Permit	93,407	88,440	130,000	130,000
249-000-477.010	Insp Demolition Permit	18,640	4,005	18,500	18,500
249-000-477.011	FIRE ALARM PERMIT	32,895	23,850	30,000	30,000
249-000-614.371	PLAN REVIEW FEE	66,379	27,685	65,000	65,000
249-000-625.016	10% Late Penalty	225	500	500	500
249-000-642.100	ADMIN FEE- NON-COMPLIANCE RENTAL PRO	21,625	14,000	10,000	10,000
249-000-665.001	Investments Income	198			
Totals for dept 000 -		2,070,978	2,534,816	1,844,530	1,844,530

TOTAL ESTIMATED REVENUES

2,070,978 2,534,816 1,844,530 1,844,530

APPROPRIATIONS

Dept 371 - BUILDING INSPECTION DEPARTMENT

249-371-702.000	Salaries & Wages	1,246,315	1,858,245	1,704,880	1,639,418	(65,462)	(3.84)
249-371-702.004	Overtime Wages	57,461	50,000	50,000	50,000		
249-371-707.003	CELL PHONE STIPEND	450	23,100	600		(600)	(100.00)
249-371-715.000	F.I.C.A. - City Contribution	102,449	138,905	138,321	130,395	(7,926)	(5.73)
249-371-716.000	MEDICAL INSURANCE	335,588	335,588	225,000	180,000	(45,000)	(20.00)
249-371-716.011	Optical & Hearing Insurance	305	305	3,000	2,640	(360)	(12.00)
249-371-717.000	Life Insurance	28,768	28,768	23,375	20,570	(2,805)	(12.00)
249-371-718.500	MERS EMPLOYER CONTRIBUTIONS	24,258	66,386	134,196	110,917	(23,279)	(17.35)
249-371-719.000	Workers Compensation Insurance	25,500	25,500	97,500	85,800	(11,700)	(12.00)
249-371-719.001	Dental Insurance	17,608	17,608	16,500	14,520	(1,980)	(12.00)
249-371-721.010	Health Care Waiver	23,855	6,216	23,237	30,002	6,765	29.11
249-371-723.001	Unemployment Compensation	7,992		42,775	37,642	(5,133)	(12.00)
249-371-725.000	Sick and Vacation Contribution	15,477	15,477	6,326	5,808	(518)	(8.19)
249-371-727.000	Office Supplies	10,646	10,500	6,000	6,000		
249-371-728.000	Postage	8,363	13,000	13,000	13,000		
249-371-729.001	Printed Forms		500	500	500		
249-371-730.000	Publications & Maps		1,000	5,000	5,000		
249-371-731.001	COMPUTER SUPPLIES		800	800	800		
249-371-731.003	COMPUTER EQUIPMENT	23,435	24,500				
249-371-746.001	Personal Protective Wear		2,750	1,500	1,500		
249-371-749.001	Motor Fuel, Oil & Lubricants	6,731	8,500	10,000	10,000		
249-371-804.000	Legal Services		36,000				
249-371-807.000	Services - Membership Dues	1,370	4,920	7,860	7,860		
249-371-813.000	Services - Hearing Officer		3,000	5,000	5,000		
249-371-813.010	SERVICES - BOARD OF APPEALS		4,000	5,000	5,000		
249-371-816.003	Services - Demolition	63,730	280,200	100,000	100,000		
249-371-816.010	BLIGHT COURT			5,000	5,000		
249-371-818.000	Other Professional Services	163,347	578,881	240,000	240,000		
249-371-818.006	Contractual Mowing Services	52,409	99,800	100,000	100,000		
249-371-818.013	PROFESSIONAL SERVICES- ANIMAL CONTROL		100,000				
249-371-818.080	PROF. SERV - BS&A	10,190	53,212	54,212	54,212		
249-371-861.000	Travel Expenses	225					
249-371-931.001	Services - Building Maintenance		48,000				
249-371-932.004	Services - Maintenance-Vehicles	1,570	2,600	2,600	2,600		
249-371-942.000	Services - Equipment Rentl Non-City		7,500				
249-371-942.001	Copier Lease			4,500	4,500		
249-371-942.002	COPIER SUPPLIES	124					
249-371-957.002	Training Expense	4,754	84,000	28,000	88,000	60,000	214.29
249-371-962.022	101 Admin Allocation-To Other Funds	267,080	267,081	275,093	275,093		
249-371-967.010	DPW SUPPORT SERVICES	48,000	48,000	49,440	49,440		
249-371-976.001	BUILDING ADDITIONS & IMPROVEMENTS	7,637	10,000				
249-371-977.002	VEHICLES	83,850	114,308	85,000	85,000		

249-371-977.005	Furniture & Fixtures	2,000	6,000	9,000	9,000		
Totals for dept 371 - BUILDING INSPECTION DEPARTMENT		2,641,487	4,375,150	3,473,215	3,375,217	(97,998)	(2.82)
TOTAL APPROPRIATIONS		2,641,487	4,375,150	3,473,215	3,375,217	(97,998)	(2.82)
NET OF REVENUES/APPROPRIATIONS - FUND 249		(570,509)	(1,840,334)	(1,628,685)	(1,530,687)	97,998	(6.02)
BEGINNING FUND BALANCE		3,167,442	3,167,442	2,596,933	2,596,933		
ENDING FUND BALANCE		2,596,933	1,327,108	968,248	1,066,246	97,998	10.12

Fund 265 - DRUG ENFORCEMENT FUND

ESTIMATED REVENUES

Dept 000

265-000-658.316	DRUG FORFEITURES - STATE LAW	44,118	41,853	41,853	41,853
265-000-665.001	Investments Income	3,086	635	635	635
Totals for dept 000 -		47,204	42,488	42,488	42,488
TOTAL ESTIMATED REVENUES		47,204	42,488	42,488	42,488

APPROPRIATIONS

Dept 316 - State Forfeitures

265-316-818.069	Prof. Serv-Oakland Co. Sheriff OT	32,606	32,606	32,606
265-316-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	9,747	9,747	9,747
265-316-942.000	Services - Equipment Rentl Non-City	42,500	42,500	42,500
Totals for dept 316 - State Forfeitures		42,500	84,853	84,853
TOTAL APPROPRIATIONS		42,500	84,853	84,853
NET OF REVENUES/APPROPRIATIONS - FUND 265		4,704	(42,365)	(42,365)
BEGINNING FUND BALANCE		209,026	209,026	213,730
ENDING FUND BALANCE		213,730	166,661	171,365

Fund 276 - District Court

ESTIMATED REVENUES

Dept 000

276-000-540.002	State aid for judges wages	137,172	144,031	144,031	144,031
276-000-602.000	District Court-State Law Costs	158,055	139,999	139,999	139,999
276-000-610.002	Marriage Fees	30	11	11	11
276-000-610.004	Filing Fees - 65%	96,265	106,892	106,892	106,892
276-000-610.007	Jury Duty - Reimbursement	2,803	10,164	10,164	10,164
276-000-610.008	Garnishment - Civil	124,380	156,413	156,413	156,413
276-000-610.009	Probation Officer Fee	33,793	64,484	64,484	64,484
276-000-610.010	State License Clearance Fee	17,080	30,461	30,461	30,461
276-000-610.011	DUIL Evalvation Fee	8,463	13,563	13,563	13,563
276-000-610.012	Traffic Warrant Fees	24,620	20,288	20,288	20,288
276-000-610.018	Court Appointed Attorney Fees	168	1,055	1,055	1,055
276-000-610.020	Court Motion Fees	16,640	24,948	24,948	24,948
276-000-617.000	Miscellaneous Fees	31,395	31,731	31,731	31,731
276-000-636.000	Miscellaneous Services	12,243	11,365	11,365	11,365
276-000-643.005	Sale of Forms	775	12	12	12
276-000-656.001	Parking Violations	22,247	23,508	23,508	23,508
276-000-656.002	Fines - Traffic Violations	564,602	722,333	722,333	722,333
276-000-656.006	Traffic Violations Late Fee	88,542	81,050	81,050	81,050
276-000-658.002	Forfeited Bonds	23,264	41,567	41,567	41,567
276-000-666.001	Interest Earned- Cash Pool	382	926	926	926
276-000-694.009	Event Over and Short	2	334	334	334
276-000-696.003	Victim Right Administration	5,677	8,601	8,601	8,601
Totals for dept 000 -		1,368,598	1,633,736	1,633,736	1,633,736

Dept 966 - Transfers To / From Other Funds

276-966-699.101	TRANSFER IN FROM FUND 101	2,838,080	2,838,080	1,800,000	1,800,000
Totals for dept 966 - Transfers To / From Other Funds		2,838,080	2,838,080	1,800,000	1,800,000

TOTAL ESTIMATED REVENUES

4,206,678	4,471,816	3,433,736	3,433,736
-----------	-----------	-----------	-----------

APPROPRIATIONS

Dept 136 - District Court

276-136-702.000	Salaries & Wages	1,318,106	1,627,208	1,739,951	1,711,317	(28,634)	(1.65)
276-136-702.002	Temporary Employee Wages			25,000	25,000		
276-136-702.004	Overtime Wages	26,194	27,000	27,000	27,000		
276-136-702.100	MAINTENANCE WAGES	12,616	211,794				
276-136-702.104	MAINTENANCE - OVERTIME	2,374					
276-136-707.003	CELL PHONE STIPEND	70		390	255	(135)	(34.62)
276-136-715.000	F.I.C.A. - City Contribution	95,058	105,000	138,256	135,949	(2,307)	(1.67)
276-136-716.000	MEDICAL INSURANCE	388,500	388,500	346,500	345,375	(1,125)	(0.32)
276-136-716.001	Medical Insurance - Retiree		60,000				
276-136-716.011	Optical & Hearing Insurance			4,224	4,176	(48)	(1.14)
276-136-717.000	Life Insurance	21,343	21,343	32,912	32,538	(374)	(1.14)
276-136-718.006	Employer 401A Contribution		11,000	16,397	14,285	(2,112)	(12.88)
276-136-718.500	MERS EMPLOYER CONTRIBUTIONS	13,485					
276-136-719.000	Workers Compensation Insurance	160,120	160,120	137,280	135,720	(1,560)	(1.14)
276-136-719.001	Dental Insurance			23,232	22,968	(264)	(1.14)
276-136-721.002	Longevity		13,000	15,319	15,319		
276-136-721.010	Health Care Waiver	11,875	21,000	60,227	13,790	(46,437)	(77.10)
276-136-723.001	Unemployment Compensation	9,382		60,227	59,548	(679)	(1.13)
276-136-725.000	Sick and Vacation Contribution			6,944	6,834	(110)	(1.58)
276-136-727.000	Office Supplies	54,090	60,000	50,000	50,000		
276-136-728.001	Postage - Large Mailing	36,184	60,000	40,000	40,000		
276-136-729.001	Printed Forms	13,921	12,000	12,000	12,000		
276-136-731.001	COMPUTER SUPPLIES	806	2,000	2,000	2,000		
276-136-740.000	Operating Supplies		1,000	1,000	1,000		
276-136-743.000	Uniforms	204	750	2,000	2,000		
276-136-776.001	Janitorial Supplies		2,000	2,000	2,000		
276-136-776.002	Building Maintenance Supplies	2,332	6,000	6,000	6,000		
276-136-779.004	SNOW REMOV SUPPLIES	498	500				
276-136-804.000	Legal Services	7,838	45,000	10,000	10,000		
276-136-806.005	JURY DUTY SERVICES	5,111	15,000	15,000	15,000		
276-136-807.000	Services - Membership Dues	4,134	5,000	5,000	5,000		
276-136-809.001	COVID 19 EXPENDITURES		2,500				
276-136-818.000	Other Professional Services	159,893	338,000	200,000	200,000		
276-136-818.006	Contractual Mowing Services		1,500				
276-136-818.008	Bank Service Charges	692	10,000	2,000	2,000		
276-136-818.037	CONTRACTUAL JANITORIAL SERVICES	42,130	51,000	51,000	51,000		
276-136-818.043	Services - Oakland Cty Police-Traf		200	200	200		
276-136-818.245	PROF. SERV - SNOW REMOVAL		78,750				
276-136-819.000	Contractual Temp/PT Labor	27,834	55,000	55,000	55,000		
276-136-820.000	Services - Security		250	250	250		
276-136-835.001	Services - Physicals		250	250	250		
276-136-851.000	SERVICES - COMMUNICATIONS-TELEPHONE	4,594	18,922	18,922	18,922		

276-136-851.003	SERVICES - OPTEMAN CHARGES	19,869	52,250	52,250	52,250		
276-136-852.010	SERVICES - CABLE TV/INTERNET	1,153	1,428	1,428	1,428		
276-136-861.000	Travel Expenses		5,000				
276-136-861.004	Services - Travel-Mileage	1,498	4,000	2,000	2,000		
276-136-861.006	Services - Travel-Registration		3,000	1,000	1,000		
276-136-914.000	Insurance Property Coverage	203,335	203,336	344,052	344,052		
276-136-921.000	Utilities Electricity	42,509	50,625	38,625	38,625		
276-136-922.000	Utilities Water & Sewer	9,654	13,650	13,650	13,650		
276-136-923.000	Utilities Gas Heat	10,485	15,750	15,750	15,750		
276-136-931.001	Services - Building Maintenance	20,708	50,000				
276-136-932.003	Services - Maintenance-Office Mach	1,142	2,000	2,000	2,000		
276-136-932.008	Services - Maintenance-Fire Exting		750	750	750		
276-136-932.012	Services - Maintenance-Comptr Equip		2,000	2,000	2,000		
276-136-942.001	Copier Lease	5,260	6,300	6,300	6,300		
276-136-942.002	COPIER SUPPLIES	1,077	3,500	3,500	3,500		
276-136-957.002	Training Expense		7,500	7,500	7,500		
276-136-957.003	Employee Meals - Commission Food		1,000	1,000	1,000		
276-136-959.000	Miscellaneous Expenses	615	20,000	5,000	5,000		
276-136-960.001	Books		7,500	7,500	7,500		
276-136-962.022	101 Admin Allocation-To Other Funds	163,373	163,373	168,274	168,274		
276-136-977.005	Furniture & Fixtures		5,000	5,000	5,000		
276-136-977.008	Special Equipment			2,500	2,500		
276-136-977.011	Computer Equipment	24,187	45,000	45,000	45,000		
276-136-999.277	TRANSFER OUT TO FUND 277	9,171	21,207	19,000	19,000		
Totals for dept 136 - District Court		2,933,420	4,095,756	3,850,560	3,766,775	(83,785)	(2.18)

Dept 151 - Court Probation							
276-151-702.000	Salaries & Wages	131,975	206,400	196,233	196,233		
276-151-702.004	Overtime Wages	5,063	2,000	7,000	7,000		
276-151-715.000	F.I.C.A. - City Contribution	11,712	21,000	15,547	15,547		
276-151-716.000	MEDICAL INSURANCE	120,750	120,750	33,750	33,750		
276-151-716.011	Optical & Hearing Insurance			360	360		
276-151-717.000	Life Insurance	4,200	4,200	2,805	2,805		
276-151-719.000	Workers Compensation Insurance	18,900	18,900	11,700	11,700		
276-151-719.001	Dental Insurance	945	945	1,980	1,980		
276-151-721.010	Health Care Waiver	(237)	1,365				
276-151-723.001	Unemployment Compensation	813		5,133	5,133		
276-151-725.000	Sick and Vacation Contribution			578	578		
276-151-942.002	COPIER SUPPLIES		500	500	500		
Totals for dept 151 - Court Probation		294,121	376,060	275,586	275,586		

TOTAL APPROPRIATIONS		3,227,541	4,471,816	4,126,146	4,042,361	(83,785)	(2.03)
NET OF REVENUES/APPROPRIATIONS - FUND 276		979,137		(692,410)	(608,625)	83,785	(12.10)
BEGINNING FUND BALANCE		1,520,497	1,520,497	2,499,634	2,499,634		
ENDING FUND BALANCE		2,499,634	1,520,497	1,807,224	1,891,009	83,785	4.64

Fund 277 - MIDC GRANT FUND

ESTIMATED REVENUES

Dept 000

277-000-571.000	INDIGENT DEFENSE GRANT (MIDC)		2,407,149	7,221,447	7,221,447
277-000-637.036	MIDC PROJECT REVENUE	1,433,001			
277-000-699.276	TRANSFER IN FROM FUND 276	9,171	21,207	19,000	19,000
Totals for dept 000 -		1,442,172	2,428,356	7,240,447	7,240,447
TOTAL ESTIMATED REVENUES		1,442,172	2,428,356	7,240,447	7,240,447

APPROPRIATIONS

Dept 137 - MIDC GRANT - DISTRICT COURT

277-137-702.000	Salaries & Wages	65,800	73,162	75,348	75,348
277-137-715.000	F.I.C.A. - City Contribution	5,664	5,615	6,282	6,282
277-137-716.011	Optical & Hearing Insurance			120	120
277-137-717.000	Life Insurance	22	22	935	935
277-137-718.500	MERS EMPLOYER CONTRIBUTIONS	2,160	2,444	10,548	10,548
277-137-719.000	Workers Compensation Insurance	133	133	3,900	3,900
277-137-719.001	Dental Insurance			660	660
277-137-721.010	Health Care Waiver	542	8,314	6,766	6,766
277-137-723.001	Unemployment Compensation	271	3,020	1,711	1,711
277-137-725.000	Sick and Vacation Contribution			290	290
277-137-727.000	Office Supplies	387	1,200	3,600	3,600
277-137-804.000	Legal Services	474,059	2,311,920	6,935,760	6,935,760
277-137-818.000	Other Professional Services	1,400	12,400	37,200	37,200
277-137-955.000	INDIRECT COSTS		8,966	26,898	26,898
277-137-957.002	Training Expense		1,160	3,480	3,480
Totals for dept 137 - MIDC GRANT - DISTRICT COURT		550,438	2,428,356	7,113,498	7,113,498
TOTAL APPROPRIATIONS		550,438	2,428,356	7,113,498	7,113,498
NET OF REVENUES/APPROPRIATIONS - FUND 277		891,734		126,949	126,949
BEGINNING FUND BALANCE		5,339	5,339	897,073	897,073
ENDING FUND BALANCE		897,073	5,339	1,024,022	1,024,022

Fund 280 - PA 48 TELECOMMUNICATION ALLOCATION (ROW)

APPROPRIATIONS

Dept 966 - Transfers To / From Other Funds

280-966-999.101	TRANSFER OUT TO FUND 101	23,222
-----------------	--------------------------	--------

Totals for dept 966 - Transfers To / From Other Funds		23,222
---	--	--------

TOTAL APPROPRIATIONS		23,222
----------------------	--	--------

NET OF REVENUES/APPROPRIATIONS - FUND 280		(23,222)
---	--	----------

BEGINNING FUND BALANCE	23,222	23,222
------------------------	--------	--------

ENDING FUND BALANCE		23,222
---------------------	--	--------

Fund 284 - OPIOID SETTLEMENT FUND

ESTIMATED REVENUES

Dept 000

284-000-685.000	OPIOID SETTLEMENT REVENUE	269,668	49,300
-----------------	---------------------------	---------	--------

Totals for dept 000 -		269,668	49,300
-----------------------	--	---------	--------

TOTAL ESTIMATED REVENUES		269,668	49,300
--------------------------	--	---------	--------

NET OF REVENUES/APPROPRIATIONS - FUND 284

	269,668	49,300		
BEGINNING FUND BALANCE	194,282	194,282	463,950	463,950
ENDING FUND BALANCE	463,950	243,582	463,950	463,950

Fund 285 - ARPA				
ESTIMATED REVENUES				
Dept 000				
285-000-532.000	Federal grants others	13,338,532	419,836	419,836
Totals for dept 000 -		13,338,532	419,836	419,836
Dept 699 - GRANT MANAGEMENT AND PHILANTHROPY				
285-699-532.000-ARTCUL	Federal grants others	500,000		
Totals for dept 699 - GRANT MANAGEMENT AND PHILANTHROPY		500,000		
TOTAL ESTIMATED REVENUES		13,838,532	419,836	419,836

APPROPRIATIONS

Dept 458 - PUBLIC WORKS OPERATIONS

285-458-977.002-ARPDW	VEHICLES		1,855,820	
285-458-977.007-ARPDW	MOWERS		14,000	
285-458-977.010-ARPDW	STREET SWEEPERS	295,502	672,506	
Totals for dept 458 - PUBLIC WORKS OPERATIONS		295,502	2,542,326	

Dept 690 - REDEVELOPMENT AND HOUSING

285-690-777.002-PRKING	Traffic Signs		25,000	
285-690-818.000-DEVPRJ	Other Professional Services		2,865,000	
285-690-818.035	PARKING MANAGEMENT		150,000	
285-690-901.000-DEVPRJ	Printing and Bindery Service		10,000	
Totals for dept 690 - REDEVELOPMENT AND HOUSING			3,050,000	

Dept 699 - GRANT MANAGEMENT AND PHILANTHROPY

285-699-702.000-ARPHRP	Salaries & Wages	125,431	182,609	143,795	143,795
285-699-702.002-ARPCMP	Temporary Employee Wages			200,000	200,000
285-699-707.003-ARPHRP	CELL PHONE STIPEND	1,750	1,200	1,200	1,200
285-699-715.000-ARPCMP	F.I.C.A. - City Contribution			15,300	15,300
285-699-715.000-ARPHRP	F.I.C.A. - City Contribution	9,633	14,384	11,000	11,000
285-699-716.000-ARPHRP	MEDICAL INSURANCE	20,380	34,195	22,500	22,500
285-699-716.011-ARPHRP	Optical & Hearing Insurance	17	10	240	240
285-699-717.000-ARPHRP	Life Insurance	3,956	928	1,870	1,870
285-699-718.500-ARPHRP	MERS EMPLOYER CONTRIBUTIONS	7,956	13,916	10,836	10,836
285-699-719.000-ARPHRP	Workers Compensation Insurance	692	1,000	7,800	7,800
285-699-719.001-ARPHRP	Dental Insurance	393	568	1,320	1,320
285-699-723.001-ARPHRP	Unemployment Compensation	414		3,422	3,422
285-699-725.000-ARPHRP	Sick and Vacation Contribution	445	759	553	553
285-699-728.000-ARPBUS	Postage		10,000		
285-699-728.000-ARPHRP	Postage		20,000		
285-699-728.000-ARPPRK	Postage		10,000		
285-699-745.003-ARPBUS	CITY EVENTS		1,000		
285-699-745.003-ARTCUL	CITY EVENTS		200,000		
285-699-816.000-ARPCPK	Services - Contracted Construction	41,700	41,700		
285-699-816.101-ARPPRK	PROF SERV - DISTRICT 1		571,429		
285-699-816.102-ARPPRK	PROF SERV - DISTRICT 2		571,429		
285-699-816.103-ARPPRK	PROF SERV - DISTRICT 3		571,429		
285-699-816.104-ARPPRK	PROF SERV - DISTRICT 4		571,429		
285-699-816.105-ARPPRK	PROF SERV - DISTRICT 5		571,429		
285-699-816.106-ARPPRK	PROF SERV - DISTRICT 6		571,429		
285-699-816.107-ARPPRK	PROF SERV - DISTRICT 7		571,429		
285-699-818.000-ARPBUS	Other Professional Services		83,000		
285-699-818.000-ARPCPK	Other Professional Services - Comm Parks		1,958,300		
285-699-818.000-ARPHRP	Other Professional Services	251,831	3,380,000		

285-699-818.000-ARPPRK	Other Professional Services		15,000		
285-699-818.019-ARPBUS	Professional Services - Technical Assist		500,000		
285-699-818.020-ARPBUS	Professional Services - Loans		750,000		
285-699-861.000-ARPHRP	Travel Expenses	1,409	2,000		
285-699-901.000-ARPBUS	Printing and Bindery Service		5,000		
285-699-901.000-ARPHRP	Printing and Bindery Service	1,821	5,227		
285-699-901.000-ARPPRK	Printing and Bindery Service		10,000		
285-699-902.005-ARPBUS	Public Notices		1,000		
285-699-902.005-ARPHRP	Public Notices		1,000		
285-699-902.005-ARPPRK	Public Notices		1,000		
285-699-957.002-ARPHRP	Training Expense	440	2,000		
285-699-969.004-ARPBUS	Contributions - Grant Program		1,250,000		
285-699-976.001-ARTCUL	BUILDING ADDITIONS & IMPROVEMENTS		300,000		
Totals for dept 699 - GRANT MANAGEMENT AND PHILANTHROPY		468,268	12,795,799	419,836	419,836
Dept 756 - RECREATION FACILITY					
285-756-818.000-ARPYTH	Other Professional Services		3,000,000		
Totals for dept 756 - RECREATION FACILITY			3,000,000		
Dept 818 - PARKS GROUNDS MAINTENANCE					
285-818-977.002-ARPPRK	VEHICLES		292,359		
Totals for dept 818 - PARKS GROUNDS MAINTENANCE			292,359		
TOTAL APPROPRIATIONS		763,770	21,680,484	419,836	419,836
NET OF REVENUES/APPROPRIATIONS - FUND 285		(763,770)	(7,841,952)		
BEGINNING FUND BALANCE				(763,770)	(763,770)
ENDING FUND BALANCE		(763,770)	(7,841,952)	(763,770)	(763,770)

Fund 445 - Capital Improvements Fund

ESTIMATED REVENUES

Dept 000

445-000-402.000	CURRENT REAL PROPERTY TAXES	1,180,483	1,165,937	1,181,000	1,181,000
445-000-403.002	Property Tax Chargebacks	(610)		(10,000)	(10,000)
445-000-410.000	CURRENT PERSONAL PROPERTY TAXES	333,683	303,971	334,000	334,000
445-000-411.000	DELINQUENT REAL PROPERTY TAXES		45,546	80,000	80,000
445-000-412.000	DELINQUENT PERSONAL PROPERTY	2,316	15,198	4,500	4,500
445-000-416.000	TAX INCREMENT FINANCE (TIF) CAPTURE	(254,978)	(255,000)	(255,000)	(255,000)
445-000-433.000	COMMERCIAL FACILITIES TAX	2,821	2,821	2,821	2,821
445-000-437.000	INDUSTRIAL FACILITY TAX	9,467	3,736	9,500	9,500
445-000-528.000	FEDERAL GRANTS OTHER	80,725	122,471	41,746	41,746
445-000-539.000	State grants		7,497,100		
445-000-569.000	STATE GRANTS - OTHER	75,139			
445-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	39,977	33,146	28,000	28,000
445-000-665.001	Investments Income	43,639	50,474	5,474	5,474
445-000-675.000-SKATEP	Contribution From Private Source	388,224	388,224		
Totals for dept 000 -		1,900,886	9,373,624	1,422,041	1,422,041
TOTAL ESTIMATED REVENUES		1,900,886	9,373,624	1,422,041	1,422,041

APPROPRIATIONS

Dept 227 - COMMUNICATIONS

445-227-977.002	VEHICLES		50,000	50,000	50,000
Totals for dept 227 - COMMUNICATIONS			50,000	50,000	50,000

Dept 228 - Information Technology

445-228-977.011	Computer Equipment	43,579	46,400	80,000	80,000
Totals for dept 228 - Information Technology		43,579	46,400	80,000	80,000

Dept 265 - Building Maintenance

445-265-976.001	BUILDING ADDITIONS & IMPROVEMENTS			1,700,000	1,700,000
445-265-977.005	Furniture & Fixtures	9,296	9,300		
Totals for dept 265 - Building Maintenance		9,296	9,300	1,700,000	1,700,000

Dept 273 - Cemetery Ottawa Park

445-273-976.001	BUILDING ADDITIONS & IMPROVEMENTS	125,000	185,000	125,000	125,000
Totals for dept 273 - Cemetery Ottawa Park		125,000	185,000	125,000	125,000

Dept 276 - Cemetery Oak Hill

445-276-976.001	BUILDING ADDITIONS & IMPROVEMENTS		275,000	275,000	275,000
Totals for dept 276 - Cemetery Oak Hill			275,000	275,000	275,000

Dept 301 - POLICE/SHERIFF

445-301-976.001	BUILDING ADDITIONS & IMPROVEMENTS	79,122	400,000	600,000	600,000
Totals for dept 301 - POLICE/SHERIFF		79,122	400,000	600,000	600,000

Dept 448 - Street Lighting

445-448-974.056	STREET LIGHT IMPROVEMENTS	197,204	320,000	320,000	320,000
Totals for dept 448 - Street Lighting		197,204	320,000	320,000	320,000

Dept 451 - Construction Road & Bridges

445-451-806.000-OPDCON	Engineering Services	9,399	1,328,000		
445-451-818.000-OPDCON	Other Professional Services	98,070	1,424,100		
445-451-974.001-OPDCON	Trails MEADOW AND M59		1,930,000		
445-451-974.004	SPEED HUMPS & SIGNAGE	391,538			
445-451-974.055	TO BE DETERMINED ROAD	303,967	900,000	900,000	900,000
445-451-974.074-OPDCON	ROAD CONSTRUCTION		1,250,000		
Totals for dept 451 - Construction Road & Bridges		802,974	6,832,100	900,000	900,000

Dept 458 - PUBLIC WORKS OPERATIONS

445-458-977.002	VEHICLES	78,113	739,000	200,000	200,000
445-458-977.009	TRAILERS	10,754	11,000		
Totals for dept 458 - PUBLIC WORKS OPERATIONS		88,867	750,000	200,000	200,000

Dept 463 - Rountine Maintenance Roads

445-463-974.072-OPDCON CENTERPOINTE 1,565,000

Totals for dept 463 - Rountine Maintenance Roads 1,565,000

Dept 699 - GRANT MANAGEMENT AND PHILANTHROPY

445-699-976.001-SKATEP BUILDING ADDITIONS & IMPROVEMENTS 450,725 460,695

445-699-977.005 Furniture & Fixtures 8,435

Totals for dept 699 - GRANT MANAGEMENT AND PHILANTHROPY 450,725 469,130

Dept 756 - RECREATION FACILITY

445-756-976.002 LAND IMPROVEMENTS 25,600

Totals for dept 756 - RECREATION FACILITY 25,600

Dept 815 - Senior Cittizen Recreation Programs

445-815-976.001 BUILDING ADDITIONS & IMPROVEMENTS 9,057 9,057

445-815-977.008 Special Equipment 108,430 133,249

Totals for dept 815 - Senior Cittizen Recreation Programs 117,487 142,306

TOTAL APPROPRIATIONS 1,914,254 11,069,836 4,250,000 4,250,000

NET OF REVENUES/APPROPRIATIONS - FUND 445 (13,368) (1,696,212) (2,827,959) (2,827,959)

BEGINNING FUND BALANCE 4,344,341 4,344,341 4,330,973 4,330,973

ENDING FUND BALANCE 4,330,973 2,648,129 1,503,014 1,503,014

Fund 629 - Employees Sick & Vacation Pay Fund

ESTIMATED REVENUES			
Dept 000			
629-000-680.010	Sick and Vacation Contribution	107,552	
Totals for dept 000 -		107,552	
TOTAL ESTIMATED REVENUES		107,552	
NET OF REVENUES/APPROPRIATIONS - FUND 629		107,552	
BEGINNING FUND BALANCE		107,552	107,552
ENDING FUND BALANCE		107,552	107,552

Fund 659 - Insurance Fund

ESTIMATED REVENUES

Dept 000

659-000-671.000	MISCELLANEOUS REVENUE	4,897		1,000	1,000
659-000-680.001	MEDICAL-EMPLOYEE	96,408	116,164	170,800	170,800
659-000-680.002	Medical-Retiree		55,433		
659-000-680.003	MEDICAL-EMPLOYER	1,943,866	1,921,280	1,351,051	1,351,051
659-000-680.044	Optical/Hearing-Active	7,352	1,180	20,600	20,600
659-000-680.100	MEDICAL - GERS		466		
659-000-680.200	MEDICAL - PFRS	1,874,984	1,627,172		
659-000-681.001	Life-Active	177,268	24,401	172,970	172,970
659-000-683.001	Dental-Active	109,045	83,215	136,900	136,900
659-000-684.045	General and Property Insurance	739,937	741,851	1,600,000	1,600,000
659-000-686.000	REIMBURSEMENTS			500	500
Totals for dept 000 -		4,953,757	4,571,162	3,453,821	3,453,821

Dept 966 - Transfers To / From Other Funds

659-966-699.101	TRANSFER IN FROM FUND 101		1,000,000		
-----------------	---------------------------	--	-----------	--	--

Totals for dept 966 - Transfers To / From Other Funds			1,000,000		
---	--	--	-----------	--	--

TOTAL ESTIMATED REVENUES		4,953,757	5,571,162	3,453,821	3,453,821
--------------------------	--	-----------	-----------	-----------	-----------

APPROPRIATIONS

Dept 194 - Risk Management				
659-194-818.000	Other Professional Services	355,985	360,000	360,000
659-194-852.010	SERVICES - CABLE TV/INTERNET	30	30	30
659-194-914.000	Insurance Property Coverage		9,600	9,600
Totals for dept 194 - Risk Management		356,015	369,630	369,630
Dept 851 - Insurance and Bonds				
659-851-914.000	Insurance Property Coverage	395,918	459,480	460,000
659-851-915.001	Insurance-Other Liability Claims		499,748	500,000
Totals for dept 851 - Insurance and Bonds		395,918	959,228	960,000
Dept 854 - Employee Medical Insurance				
659-854-716.000	MEDICAL INSURANCE	1,248,224	1,600,000	1,676,250
659-854-716.011	Optical & Hearing Insurance	13,879	18,143	22,320
659-854-717.000	Life Insurance & Disability Insurance	159,909	184,213	173,910
659-854-719.001	Dental Insurance	89,834	107,773	122,760
659-854-804.013	Legal Services-Miller Canfield	81,692	151,715	152,000
659-854-818.000	Other Professional Services		6,180	10,000
659-854-818.082	PROF SERV. - MEADOWBROOK	17,842	53,935	54,000
Totals for dept 854 - Employee Medical Insurance		1,611,380	2,121,959	2,211,240
Dept 861 - Retiree Fringes				
659-861-716.001	Medical Insurance - Retiree	1,916,407	2,006,755	
Totals for dept 861 - Retiree Fringes		1,916,407	2,006,755	
TOTAL APPROPRIATIONS		3,923,705	5,443,957	3,540,870
NET OF REVENUES/APPROPRIATIONS - FUND 659		1,030,052	127,205	(87,049)
BEGINNING FUND BALANCE		1,063,646	1,063,646	2,093,698
ENDING FUND BALANCE		2,093,698	1,190,851	2,006,649

Fund 677 - Self Insurance Workers Compensation

ESTIMATED REVENUES

Dept 000

677-000-665.001	Investments Income		1	1	1
677-000-682.001	WC CITY EMPLOYEE PREMIUM FROM FUNDS	315,536	313,512	604,500	604,500
677-000-682.002	SELF INSURANCE REIMBURSEMENT - ALL OTI	67,151	163,518	100,000	100,000
677-000-682.003	SELF INSURANCE REIMBURSEMENTS - WRC	1,302	1,976	6,000	6,000
Totals for dept 000 -		383,989	479,007	710,501	710,501
TOTAL ESTIMATED REVENUES		383,989	479,007	710,501	710,501

APPROPRIATIONS					
Dept 851 - Insurance and Bonds					
677-851-722.005	WORKERS' COMP - PREMIUMS	217,565	219,991	227,800	227,800
677-851-722.308	WORKERS COMP CLAIMS - POLICE	156,583	218,995	225,000	225,000
677-851-722.448	WORKERS COMP CLAIMS - DPW	11,707	141,890	150,000	150,000
677-851-722.591	WORKERS COMP CLAIMS - WRC	4,066	12,544	6,000	6,000
677-851-722.954	WORKERS COMP CLAIMS - GENERAL	8,374	8,560	9,000	9,000
677-851-915.050	IBNR DEPOSIT LIABILITY ADJUSTMENT		63,350	75,000	75,000
Totals for dept 851 - Insurance and Bonds		398,295	665,330	692,800	692,800
TOTAL APPROPRIATIONS		398,295	665,330	692,800	692,800

NET OF REVENUES/APPROPRIATIONS - FUND 677	(14,306)	(186,323)	17,701	17,701
BEGINNING FUND BALANCE	1,470,778	1,470,778	1,456,472	1,456,472
ENDING FUND BALANCE	1,456,472	1,284,455	1,474,173	1,474,173

ESTIMATED REVENUES - ALL FUNDS	93,511,782	120,600,026	95,064,838	95,064,838	141,075	(5.34)
APPROPRIATIONS - ALL FUNDS	75,790,683	139,256,314	104,557,348	105,081,415	(141,075)	5.34
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	17,721,099	(18,656,288)	(9,492,510)	(10,016,577)		
BEGINNING FUND BALANCE - ALL FUNDS	70,253,298	70,253,298	87,974,397	87,974,397		
ENDING FUND BALANCE - ALL FUNDS	87,974,397	51,597,010	78,481,887	77,957,820	(524,067)	(0.67)

CONSENT AGENDA D



PONTIAC CITY COUNCIL RESOLUTION

Proclaiming July 2024 as Mental Health Awareness Month in Pontiac

WHEREAS, Mental health is important for our individual well-being and vitality, as well as that of our families, communities, and businesses; and,

WHEREAS, One in five Americans experience a mental health disorder that requires treatment at some point in their lives, and one in ten children has a serious emotion disturbance, that if left untreated, can lead to failure in school, physical illness, substance use and abuse, entrance into the criminal justice system, and even suicide; and,

WHEREAS, Stigma and stereotypes associated with mental illnesses often keep people from seeking treatment that could improve their quality of life and potentially save their own life; and,

WHEREAS, Mental health disorders are biologically based brain disorders that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and,

WHEREAS, Mental health recovery is a journey of healing and transformation, enabling people with a mental illness to live within a community of their choice while striving to achieve their full potential; and,

WHEREAS, Mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the culture of our community life; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council, in partnership with Pontiac Mayor Tim Greimel, hereby recognizes the month of July 2024 as Mental Health Awareness Month in the City of Pontiac, Michigan; and further

RESOLVED, the City Council calls upon the citizens, government agencies, public and private institutions, businesses, and schools in the City of Pontiac to recommit our community to increasing awareness and understanding of mental health disorders, and the need for appropriate and accessible services for all people with mental health disorders to promote their recovery and healing.

Pontiac City Council



Pontiac, Michigan



June 25, 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

CONSENT AGENDA E



PONTIAC CITY COUNCIL RESOLUTION

Proclaiming July 2024 as Disability Pride Awareness Month in Pontiac

WHEREAS, the City Council acknowledges the rich diversity within our community, including individuals with disabilities who contribute to the cultural, social, and economic fabric of our city; and

WHEREAS, Disability Pride Month celebrates the history, achievements, and contributions of individuals with disabilities, promoting awareness and fostering understanding of disability rights and issues; and

WHEREAS, it is essential to promote inclusivity, accessibility, and equal opportunities for individuals with disabilities in all aspects of community life, ensuring they are empowered to fully participate and thrive; and

WHEREAS, the City Council is committed to upholding the rights and dignity of individuals with disabilities, advocating for policies and initiatives that advance accessibility and inclusion;

NOW THEREFORE, BE IT RESOLVED, that the City Council of Pontiac officially recognizes the month of July as Disability Pride Month. We encourage all residents to join us in celebrating the achievements, strength, and resilience of individuals with disabilities and reaffirm our commitment to creating a more inclusive and accessible city for all.

RESOLVED, that a copy of this resolution be transmitted to community organizations, disability advocacy groups, and local media outlets to promote awareness and understanding of Disability Pride Month.

Pontiac City Council • Pontiac, Michigan • June 25, 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

#2

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable Pontiac City Council

FROM: Melinda Durakovic, Director
Human Resources

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **Appointment of Lisa Campbell to Serve as Director, Grants and Philanthropy**

The City of Pontiac has been without a Director of Grants and Philanthropy since February 2024, with Interim Director Renee Hall supporting the department. After diligent recruitment efforts and the assistance of GovHR, the City has selected Lisa Campbell to fill this important role.

Ms. Campbell brings extensive experience to the City of Pontiac. Currently, she is the Vice President, Community Connection at Cinnaire in Detroit, where she has obtained \$715,000 in new grants to rehabilitate land bank homes for Detroit families, secured funding for capital repairs and down-payment assistance for more than 100 potential homeowners and developed training programs for women developers, transitioned tax credit leases for home ownership.

Previously, as Executive Director at Sinai-Grace Community Corporation, she secured \$2.7 million in funding and led initiatives for residential stabilization, business development, open space and parks, community building and racial equity.

Ms. Campbell has also held the leadership positions of Deputy Director, Office of Grants Management and Agency Chief Financial Officer, both for the City of Detroit. Thus, her knowledge and expertise make her a prime choice to fulfil this position.

In accordance with Section 4.106 of the Pontiac Home Rule Charter, the Mayor's appointment of Ms. Campbell is subject to City Council approval. Therefore, based on the information provided here, Human Resources recommends that the Pontiac City Council approve Lisa Campbell as the Director of Grants and Philanthropy.

Lisa P. Campbell

PROFILE:

EXPERIENCE: Senior professional who has directed complex municipal, corporate and nonprofit programs with a proven ability to enhance outcomes.

LEADERSHIP: Visionary leader able to grasp new concepts quickly. Focused decision maker who analyzes data and weighs all relevant facts before acting.

- Strategic Planning
- Business Development
- Program Management
- Grants Management
- Public-Private Partnership
- Audit Preparation
- Contract Management
- Financial Operations
- Data Analysis and Reporting

EDUCATION:

NORTHWESTERN UNIVERSITY Evanston, Illinois

M.A. in Public Policy and Administration - concentration in Urban Policy and Planning

UNIVERSITY OF ILLINOIS Chicago, Illinois

M.A. in Criminology, Law and Justice

UNIVERSITY OF MICHIGAN Ann Arbor, Michigan

B.A. in Sociology - concentration in Law, Justice, and Social Change

UNIVERSITY OF WISCONSIN-MADISON SCHOOL OF BUSINESS

GFOA Advanced Government Finance Institute Certificate

EXPERIENCE:

CINNAIRE Detroit, Michigan

2022-Present

VICE PRESIDENT, COMMUNITY CONNECTION

Manage mission driven work in an organizational priority region to increase community impact of real estate investments in underserved communities with outcomes focused on equitable development and progress. Leverage relationships with community, public and private partners to finance and execute strategies for intentional collaboration and sustainability.

- Developed a training and mentoring program focused on helping emerging women developers grow their business and prioritize ESG with active real estate projects while preparing them for a formal financing process.
- Transitioned a tax credit syndicated lease to purchase single-family home ownership program to a new sales team and secured funding for capital repairs and down payment assistance for over 100 prospective low-income families.
- Secured \$715k in new grant funding and executed a new line of credit product in the first 6 months supporting 8 community development organizations to acquire, rehab and sell single family land bank homes to families below 60% AMI across Detroit.

SINAI-GRACE GUILD COMMUNITY DEVELOPMENT CORPORATION

Detroit, Michigan

2018-2022

EXECUTIVE DIRECTOR

Developed a newly established community development corporation serving 8 neighborhoods in Northwest Detroit. Secured \$2.7M in funding and implemented initiatives that support racial equity and sustainability related to residential stabilization and growth, commercial corridors and business development, economic mobility, open space and parks, and community-building.

- Invested \$300k into 30 sustainable energy home rehabilitation projects for low-income seniors reducing energy and medical costs while increasing safety and livability. Leveraged program results to secure a \$1M federal earmark to expand programming across Detroit.
- Executed a \$500k investment in a live where you work program in partnership with local anchor institutions to reduce employee carbon footprint and increase homeownership in underrepresented communities.
- Launched a pilot program for low-income seniors using Google smart home technology to reduce energy waste in older homes and improve social determinants of health.
- Established a consortium to facilitate master planning and BIZ processes for business and economic development along the west McNichols corridor.

CITY OF DETROIT Detroit, Michigan

2014-2018

AGENCY CHIEF FINANCIAL OFFICER, OFFICE OF DEPARTMENTAL FINANCIAL SERVICES (2016-2018)

Developed and managed the single largest City department budget of \$321 million. Responsible for 47 employees and all activities related to Fiscal Operations, Payroll, Timekeeping, Grants and Contracts. Presented annual budget and capital plans to the Department Director, City's Budget Director, Mayor and City Council for approval.

- Improved spending practices via implementation of a risk management process.
- Co-facilitated efforts to transition complex time and attendance system to a cloud-based system aligned with multiple bargaining unit agreements for over 3,200 personnel.
- Implemented new department-wide budget planning and preparation process to include transition to the new Planning and Budgeting Cloud Service.
- Increased projected revenues by 11% over previous years via data analysis, improved accounting practices and opportunity identification.

DEPUTY DIRECTOR, OFFICE OF GRANTS MANAGEMENT (2014-2016)

Utilized best practices and benchmarked strategies to implement new Office of Grants Management as a restructuring initiative for the largest municipal bankruptcy in history. Coordinated and supervised financial and programmatic activities related to over \$500M in grants and contracts for 20+ City departments. Worked closely with City administrators to plan, coordinate and evaluate activities, projects, systems, policies, exchange information, investigate and resolve issues, provide technical advice and assistance on special projects as needed. Developed and implemented branding campaign for operational support and restructuring.

- Centralized over \$550 million in federal, state, local and private City grants.
- Developed process for centralized grant writing and technical assistance creating additional opportunities for submitting competitive funding proposals.
- Resolved several million dollars in questioned costs with federal agencies and completed reconciliations and corrective action plans for federal agency site visits, desk reviews, and the Schedule of Expenditures of Federal Awards.
- Developed fiscal policies, strategy map and performance metrics to establish efficient reporting and culture of accountability.

THE GEO GROUP INCORPORATED Chicago, Illinois

2009-2014

EASTERN REGION AREA MANAGER (2011-2014)

Oversaw three contracts across two states. Developed and executed department budgets worth \$5 million annually. Assisted with developing new business and grew existing government accounts by demonstrating an ability to deliver efficiency and value. Played a lead role in generating responses to large scale RFPs. Conceived and implemented strategic plans for complex programs and turnaround projects. Identified areas of opportunity and implemented process improvements resulting in improved fiscal performance. Ensured government and corporate compliance goals were met.

- Secured a new 10-year, \$50M contract with the State of Illinois.
- Achieved a turnaround in Illinois operations by implementing best practices and upgrading staff. Moved a \$300,000 deficit to a \$350,000 surplus in the first year. Maintained profitability in the face of deep budget cuts.
- Inherited a contract for operations in Kentucky that was not in compliance. Worked with customer to define and implement changes. Improved audit scores from 60% to 92% and increased program census from 30% to capacity.
- Conceived several programs and fiscal process improvements adapted by the company at the national level.

RESEARCH AND COMPLIANCE MANAGER (2009-2011)

- Developed new contract compliance and program evaluation tools, revised SOP's, and quality assurance training for staff across 8 program sites in Illinois.
- Assisted leadership with developing standards for measuring outcomes for all contracts in business area.
- Improved KPIs significantly across all contract sites in first year and received audit scores in the 90th percentile for all sites and maintained scores for duration of federal ARRA grant funding.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE THE APPOINTMENT OF LISA CAMPBELL TO SERVE AS THE DIRECTOR OF GRANTS AND PHILANTHROPY

WHEREAS, the City of Pontiac has been in search of a Director of Grants and Philanthropy since February 2024; and

WHEREAS, the role of the Director of Grants and Philanthropy is critical in identifying funding opportunities, preparing grant applications, managing awarded funds, fostering relationships with donors and philanthropic organizations; and

WHEREAS, Human Resources has selected Lisa Campbell for this leadership position based on her experience and professionalism; and

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 of the Pontiac Home Rule Charter, director appointments are subject to City Council approval; and

WHEREAS, the Executive Branch requests City Council approval of the appointment of Lisa Campbell as Director of Grants and Philanthropy for the City of Pontiac.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves the appointment of Lisa Campbell as the Director of Grants and Philanthropy for an annual salary of \$125,000.00.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

#3

ORDINANCE



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Pontiac City Council

FROM: Khalfani Stephens, Deputy Mayor
JoAnne Gurley, Law Director

CC: Mayor Tim Greimel

DATE: June 25, 2024

RE: **Resolution for Amendments to the Pontiac Municipal Code, Chapter 2, Article III, Division 2, Sections 2-86, 2-87 and 2-88 Related to the Duties and Qualifications for Finance Director (Second Reading)**

This is the second reading of amendments to the Pontiac Municipal Code, specifically to Chapter 2, Article III, Division 2, Sections 2-86, 2-87 and 2-88. These sections outline the duties, responsibilities and qualifications of the Finance Director.

On June 11, 2024, the first reading was postponed for one week, so the first reading took place on June 18, 2024. The following modifications were presented to City Council.

In sections 2-86 and 2-87, subsections 6, 9, 12, 13, 14 and 17 were all removed because they are job duties of other departments such as Human Resources, Grants and Philanthropy and the IT Departments.

Next, the experience level for a master's degree in Section 2-88 has been amended. The ordinance will now include having three to five years experience with two years of municipal experience preferred rather than requiring five years of experience with two years in the public sector. The amended language also provides that the master's degree can be in a related field of study.

Additionally, the job qualifications are expanded to include a bachelor's degree. With this modification, a candidate with a bachelor's in accounting, business administration, finance, public administration or a related field with seven to ten years of experience could be considered

for finance director. Three years experience in public service is preferable. Section 2-88 included the option that the City could in its sole discretion consider candidates with alternative combinations of formal education and experience. During the first reading, this language was stricken by an affirmative vote. As such, Section 2-88 would be amended as follows:

“The Finance Director shall have a master’s degree in accounting, business administration, finance, public administration or in a related field and at least three to five years’ experience in accounting, budgeting, and finance. Two years experience in the public sector is preferred or, a bachelor’s degree in accounting, business administration, finance, public administration or in a related field and at least seven to ten years experience in accounting, budgeting, and finance. Three years experience in the public sector is preferred. ~~The City may consider in its sole discretion, alternative combinations of experience and formal education.~~”

Other municipalities such as Bloomfield Township, Commerce Township, Madison Heights, Orion Township, Rochester Hills, Troy, Waterford Township, Royal Oak, Dexter, Traverse City, Kentwood, Washington Township, Birmingham, East Lansing and White Lake were comparatively reviewed for the qualification of their finance directors. None of the communities require a master’s degree. Instead, it is preferred.

Therefore, to effectively compete with other communities, Administration recommends approval of the proposed amendments to Chapter 2, Article III, Division 2, Sections 2-86, 2-87 and 2-88 as it relates to the City’s Finance Department.

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. _____

PONTIAC MUNICIPAL CODE AMENDMENT

AN ORDINANCE TO AMEND THE CITY OF PONTIAC MUNICIPAL CODE CHAPTER 2, "ADMINISTRATION," ARTICLE III, "DEPARTMENTS," DIVISION 2, "DEPARTMENT OF FINANCE," SECTIONS 2-86, ESTABLISHED; RESPONSIBILITIES GENERALLY," TO REMOVE REFERENCES TO HUMAN RESOURCES RESPONSIBILITIES; 2-87 "FUNCTIONS AND DUTIES," TO REMOVE DUTIES THAT ARE OTHER DEPARTMENTS' RESPONSIBILITIES; AND 2-88, "DIRECTOR," TO ADD ALTERNATIVE QUALIFICATIONS FOR THE DIRECTOR POSITION

THE CITY OF PONTIAC ORDAINS:

AMENDMENT OF CHAPTER 2, "ADMINISTRATION," ARTICLE III, "DEPARTMENTS," DIVISION 2, "DEPARTMENT OF FINANCE," SECTIONS, 2-86, "ESTABLISHED; RESPONSIBILITIES GENERALLY," 2-87, "FUNCTIONS AND DUTIES," AND 2-88, "DIRECTOR."

2-86 Established; responsibilities generally.

There is hereby established the Department of Finance, which shall have the primary responsibility for providing safekeeping of the funds of the City and accounting for the use of such funds; for administering the City's financial, personnel, and labor relations policies and programs in order to enhance the functions of the several departments of the City. and its adjunct activities as well as providing a central point for addressing concerns of the employees of the City that pertain to their relationships to the City as employees of the City.

2-87 Functions and duties.

The following functions are assigned to the Department of Finance:

- (1) Maintaining the accounting records in accordance with generally accepted accounting principles and such other policies and procedures established by the State of Michigan.
- (2) Assisting in the preparation of the annual budget and monitoring of the budget.
- (3) Administering the City's income tax ordinance.

- (4) Purchasing needs of the City in accordance with the provisions of the Code of Ordinances.
- (5) Investing of surplus funds in accordance with the City's investment policy.
- (6) ~~Administering the information technology needs of the various City departments.~~
- (7) Processing of employee payroll, remittance of voluntary and involuntary withholdings, and filing of mandated associated reports.
- (8) Assessing any real and personal property in the City in accordance with State law.
- (9) ~~Administering all grants received by the City and assisting with the application for various grants.~~
- (10) Processing of all debts and bills owed by the City in accordance with debt and remittance schedules and agreements.
- (11) Invoicing and collecting all taxes and receipts owed to the City.
- (12) ~~Monitoring the City's responsibilities for unemployment reporting and compensation.~~
- (13) ~~Administering all employee and retiree benefits, if provided.~~
- (14) ~~Administering the City's workers' compensation responsibilities.~~
- (15) Administering the risk management functions and responsibilities of the City.
- (16) Retaining the financial records of the City in accordance with the record retention and disposal policy of the City.
- (17) ~~All human resource functions, including:~~
 - a. ~~Recruiting, testing, and assisting in the appointment of qualified persons into municipal service.~~
 - b. ~~Implementing and monitoring of position classifications and maintenance.~~
 - c. ~~Developing and implementing employee training programs, education programs, and employee assistance programs.~~
 - d. ~~Maintaining centralized personnel records and data.~~

~~e.—Advising and counseling City management in the development and application of labor relations policies and practices.~~

~~f.—Monitoring of day-to-day administration of labor relations policies and practices.~~

~~g.—Such other additional related personnel administration and/or labor relation functions as may from time to time be authorized by the Mayor or by ordinance.~~

2-88 Director.

There shall be a Director of the Department of Finance (Finance Director), whose appointment and remuneration shall be in accord with the procedures provided for in the Charter. The Director of the Department of Finance shall have the overall supervisory and administrative responsibilities pertaining to the administration and implementation of the functions described in section 2-87. The Director shall be responsible for ensuring that all of the duties and responsibilities of the Department identified in the Code of Ordinances are executed in a fair and legal manner. The Director shall be responsible for administering all contracts in which services are provided to the City that assist the Director in fulfilling the responsibilities of his position. The Director may hire such number of full-time, part-time, or seasonal employees as the City budget shall authorize to assist him in fulfilling the responsibilities of his position.

The Finance Director shall have a master's degree in accounting, business administration, finance, or public administration **OR IN A RELATED FIELD** and at least **THREE TO** five years' experience in accounting, budgeting, and finance., of which ~~At least TWO YEARS EXPERIENCE shall have been in the public sector~~ **IS PREFERRED OR, A BACHELOR'S DEGREE IN ACCOUNTING, BUSINESS ADMINISTRATION, FINANCE, PUBLIC ADMINISTRATION OR IN A RELATED FIELD AND AT LEAST SEVEN TO TEN YEARS' EXPERIENCE IN ACCOUNTING, BUDGETING, AND FINANCE. THREE YEARS EXPERIENCE IN THE PUBLIC SECTOR IS PREFERRED.**

#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable Pontiac City Council

FROM: Vince Jimenez, DPW Superintendant
Alicia Martin, Purchasing Manager

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **Resolution to Approve Awarding a Ten-Year Contract to Priority Waste for Trash Pick-up in the City of Pontiac**

For the last twenty years, the City Pontiac has had an agreement with GFL and its predecessor entities for waste management services. That agreement is set to expire on June 30, 2024. In accordance with the Purchasing Ordinance, the City must procure trash hauling services through a competitive bidding process.

Titan National, GFL and Priority Waste all submitted bids. After the reviewing committee assessed the proposals, it selected Priority Waste as the company to provide waste hauling services to the City of Pontiac.

After lengthy negotiations, the ten-year deal provides the following: a rate of \$3.85 per week per resident for trash removal, yard waste removal, and weekly bulk pickup of up to 2 items. The contract provides for an annual rate increase of 2.5 percent and penalties for missed pick-ups and other service problems. Priority will also pay the City \$1.3 million per year to use the Collier Road landfill as a waste transfer station over the course of the ten-year contract. This fee will be paid thirty days after Priority receives its EGLE operating license for the waste transfer station and will be paid on July 1 of each subsequent year.

Therefore, the Department of Public Works and the Purchasing Division recommend that the Pontiac City Council approve awarding Priority Waste a ten-year agreement for waste management services pursuant to the terms provided herein.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE AND AWARD PRIORITY WASTE A TEN-YEAR CONTRACT FOR TRASH HAULING SERVICES

WHEREAS, the City of Pontiac has had an agreement with GFL and its predecessor entities for waste management services for the last twenty years; and

WHEREAS, that agreement is set to expire on June 30, 2024; and

WHEREAS, the City competitively bid the waste management services contract in accordance with the City's Purchasing Ordinance; and

WHEREAS, Titan National, GFL and Priority Waste each submitted bids; and

WHEREAS, the reviewing committee selected Priority Waste as the lowest responsible bidder.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves awarding the ten-year waste management service contract to Priority Waste subject to the following terms: \$3.85 per week per serviced address for trash removal, yard waste removal, and weekly bulk pickup of up to 2 items; a 2.5% annual increase in the price paid by the City to Priority for those services over the ten-year contract; payment by Priority to the City of \$1.3 million per year over the ten-year contract to use the Collier Road landfill as a waste transfer station; and penalty provisions by which Priority must pay the City for missed pickups and other service problems.

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or the Mayor's Designee to execute an agreement in accordance with the terms set forth and in compliance with the Pontiac Municipal Code.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

#5

RESOLUTION



**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

TO: Honorable Pontiac City Council

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

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **Resolution to Enter into a Contract with Hubbell, Roth & Clark Inc. for Design Engineering Services for the Auburn Road Rehabilitation Project**

The Auburn Road construction project length is approximately 10,356 ft (1.96 miles) and includes rehabilitation of Auburn Road from Woodward Avenue (M-1) to Opdyke Road. The project's estimated construction budget is approximately \$2.2 million dollars and is programed on the Transportation Improvement Plan ("TIP") for 2025 federal funding. The City of Pontiac is responsible for paying twenty-five percent of the \$2.2 million dollars or \$440,907, as well as the full cost of design engineering and construction engineering costs.

Hubbell, Roth & Clark Inc. ("HRC") has been an Engineer of Record for the City of Pontiac for a number of years now and has successfully designed and overseen multiple Michigan Department of Transportation ("MDOT") and local road construction projects for Pontiac. HRC has proposed a contract for Design Engineering Services with a not-to-exceed amount of \$291,923.00 to perform a topographic survey and to submit construction drawings and documents for the Auburn Road project. \$22,923.00 of the total contract amount will be dedicated to geotechnical services provided by G2 Consulting Group as a sub-consultant to HRC.

Final design plans are expected to be submitted to MDOT between November 2024 and January 2025. Bid Letting is expected to take place in early 2025 with an anticipated May 2025 construction start date. HRC assisted in submitting the program application to the State of Michigan for 2025 TIP funding for Pontiac. As such, understands the full scope of the project at hand.

Funds have been budgeted in the General Ledger 202-463-806.000, Major Roads Engineering Services. Construction is anticipated to begin in the Spring 2025 and will conclude in FY 2025-2026. Design engineering funds will be expended solely from the 2024-2025 FY budget, also from the same Major Roads General Ledger account.

Based on the information provided here, the Engineering Department recommends that the Pontiac City Council approve entering into an agreement with Hubbell, Roth & Clark Inc. for design

engineering services for the Auburn Road Rehabilitation Project, for an amount not-to-exceed \$291,923.



CITY OF PONTIAC

RESOLUTION TO ENTER INTO A CONTRACT WITH HUBBELL, ROTH & CLARK INC. FOR DESIGN ENGINEERING SERVICES FOR THE AUBURN ROAD REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$291,923

WHEREAS, the City of Pontiac determined the need to improve Auburn Road from Woodward Avenue (M-1) to Opdyke Road; and

WHEREAS, funding for construction costs has been programmed from MDOT on the 2025 Transportation Improvement Program; and

WHEREAS, the City of Pontiac is responsible for all costs associated with design engineering services and the costs are budgeted for in the GL 202-463-806.000 and;

WHEREAS, the Engineering Department recommends that the City of Pontiac enter into an agreement with Hubbell, Roth & Clark Inc. for design engineering services for the Auburn Road Rehabilitation Project for an amount not-to-exceed \$291,923.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves awarding a contract to Hubbell Roth & Clark Inc. for design engineering services for the Auburn Road Rehabilitation Project, for an amount Not-to-Exceed \$291,923, from General Ledger Account Number 202-463-806.000.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney



555 Hulet Drive
Bloomfield Hills, MI 48302-0360
248-454-6300
www.hrcengr.com



April 5, 2024

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

Attn: Ms. Shannon Filarecki, P.E., Acting City Engineer
Re: Auburn Avenue from Woodward to Opdyke Road
Proposal for Preliminary Engineering Services

HRC Job No. 20240207

Dear Ms. Filarecki:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to provide this proposal for Preliminary Engineering Services for the City's Auburn Road Rehabilitation Project which includes providing topographic survey, design and bid assistance. The total project length is approximately 10,356 ft (1.96 miles) and includes rehabilitation of Auburn Road from Woodward Avenue (M-1) to Opdyke Road. Notable scope items from the federal aid application include a 3-inch HMA overlay of the existing concrete pavement section from Woodward to MLK, 3-inch HMA mill and overlay from MLK to Opdyke, the addition of a continuous center left turn lane, 4-foot wide shoulders on each side, concrete base repairs, sidewalk ramp upgrades to meet current ADA guidelines, selective tree and vegetation removals to improve sight distance/safety issues, new pavement markings and new signs along the project. HRC has also included an allowance for right of way documents and acquisition services, if required.

The project's programmed construction budget is approximately \$2.2M and is programed on the TIP for 2025 Federal Funding. HRC believes this project is under-scoped and under-funded based on comparison to recent road projects which have been approximately \$450,000 to \$520,000 per lane-mile. Using these recent projects, rehabilitation of Auburn Road would cost approximately \$3.5 Million to \$4.1 Million. During the base plan and scope development phase HRC will perform confirming cost estimates to allow the City opportunities to adjust the scope or budget based on our findings and the City's vision for the project.

Understanding of the Project Scope

HRC is proposing the following scope of engineering services for the preliminary engineering phase of this project. HRC's understanding of the scope of work is based on the City's funding applications, recent discussions with the city engineering staff and our experience on other similar rehabilitation projects. Once HRC is authorized to proceed, HRC will perform confirming cost estimates for the programmed rehabilitation option and also an option to consider if it is possible to move the curb and eliminate the proposed shoulder paving. We anticipate holding a design kick-off meeting to confirm details of individual scope items once the confirming cost estimates have been completed.

The project includes the rehabilitation of Auburn Road from east of Woodward Avenue (NB Leg of I-75 BL to west of Opdyke, with the exception of the MLK intersection which has newer concrete pavement that will not require rehabilitation. The funding application describes the project as a 3-inch mill & HMA overlay however most of the existing roadway between Woodward and MLK is concrete pavement and a traditional overlay here may be more appropriate as opposed to milling into the existing concrete pavement. A traditional mill and overlay of the existing composite pavement east of MLK is anticipated.

Traffic signal modernization was not included in the scope of work because signal modernization was programed for a separate safety project however two of the signals, located at Paddock and at Sanford, were later removed from the signal project and may still need modernization. Additionally, HRC believes pedestrian signal improvements may be required at MLK (This segment was not included in the MLK project as it was newer concrete pavement and the signal is a box span). HRC will discuss the scope of signal work with the City as it may be impacted by the selected rehabilitation alternative. A budget for signal improvements to coordinate with the proposed lane reconfiguration and for modernization of the three noted signals has been included in our design fees. HRC has also included time to potentially stage the traffic

signals along the project if required for MOT.

Topographic Survey and Property Lines:

HRC will complete the topographic survey required for the described rehabilitation. The survey will include Auburn Road from back of curb to back of curb with only limited ROW survey at intersections and near sidewalks. Driveway approaches will also be surveyed as required. Where an overlay is being considered, HRC has planned to survey to ROW line so that grades can be evaluated to see if adding a curb cap is a feasible alternative and to verify grading behind the curb would be possible.

Survey of the road will include collecting data points to approximately 100' in each direction at major intersections and 50' at minor side streets. The project in-general will be prepared in more of a log-style format. Detailed ROW survey is included to ensure the City owns the right of way for this federal aid project. Sidewalk ramps at side streets will be surveyed as required for ADA improvements. HRC will also complete MDOT's certified survey forms for the bridge clearance where the Clinton River Trail Crosses over Auburn Road, which will help ensure the project does not modify the existing overhead clearance.

HRC will survey existing utility structures within the road and/or ROW including water, sanitary, storm sewer and private utility structures. HRC will compare the utility structure survey to existing GIS data from the City if available and notify the City if any structures shown in the GIS system cannot be field verified through the survey. Depth information will be collected for storm sewer catch basins and manholes and a condition assessment of these structures will be performed. Documentation of the condition survey will be shared with the City to be entered into the City's GIS system. The condition survey will be used to identify if drainage structure repairs or full replacement is recommended. HRC understands that the City will have the storm sewer pipe televised by others and has not included this in our scope.

HRC will prepare the existing ROW and property lines for the project utilizing recorded plats and information available on-line through Oakland County. Property ownership will be based on Oakland County Tax Records. HRC does not anticipate that a significant number of permanent ROW easements will be needed to accommodate the proposed improvements but we have included an allowance for ROW services in this proposal in the event that the City does not have recorded documents for right of way ownership as required. We also anticipate a handful of temporary grading easements may be needed to facilitate the construction of sidewalk ramps and properly grade out the landscaping behind the new ramps.

Scope and Budget Confirmation:

After the Topographic survey is complete, and concurrently with the pavement evaluation, HRC will prepare base construction plans, including a detailed summary of pavement distresses, drainage issues and other issues that may need to be corrected. During this task, HRC will also begin to evaluate the roadway using MDOT's 3R design criteria to verify if all geometric standards for the roadway are currently being met. At this time, the scope of the project is anticipated to include the following:

- ≡ Various Base Repairs
- ≡ Concrete Curb & Gutter repairs/replacement as required
- ≡ Utility Structure Repairs/Adjustments and possibly lining if budget allows
- ≡ Coordination with OCWRC for potential water and sanitary sewer work
- ≡ Mill & overlay of Auburn Road as previously described
- ≡ Concrete base repairs
- ≡ No changes to the existing horizontal and vertical alignments are anticipated
- ≡ ROW documents and acquisition as required
- ≡ Sidewalk Ramp Improvements (ADA)
- ≡ Traffic Signal Layout and Ped Signal Improvements at Paddock, Sanford and MLK
- ≡ Updated signing and striping throughout the corridor
- ≡ Maintenance of Traffic
- ≡ Traffic Signal Staging

There is sidewalk along both sides of the corridor. Although the City has not traditionally included sidewalk improvements in 3R projects, this would be a good opportunity for the City to identify if any repairs could be made so that the corridor as a whole would be fully improved at the end of the work. Further discussion as to how these types of improvements could be funded will be discussed with the City at a scope verification meeting along with discussion on the items noted above. At this meeting, HRC would also like to discuss with the City whether or not to extend the sidewalk at the east end of the project. The sidewalk ends approximately 150' west of the Clinton River Trail on the south side of Auburn and approximately 400' west of the Clinton River Trail on the north side of Auburn. Adding a trail-head at this location could be an opportunity for the City to enhance access to the existing non-motorized facilities at very little additional cost.

For the storm sewer, HRC understands that the City desires to correct any deficiencies that could impact the future performance of the pavement. HRC will discuss locations where these corrections may need to be included in the project and will provide pay items, details and special provisions where appropriate. We assume CCTV inspection of all sewer pipe and evaluation of pipe condition will be performed in advance by the City and necessary repairs will be coordinated with HRC's design team.

NEPA, SHPO Submittal, Program Application and Crash Analysis:

State Historic Preservation application submittals will be completed by HRC's in-house experts. HRC is familiar with this process and has worked with MDOT's LAP reviewer on several recent projects to prepare the SHPO section 106 application.

HRC's Traffic Engineering Department will complete the program application and will obtain the needed crash data and prepare the crash analysis required for this project. HRC will also prepare other related documents for the programming including the pavement designs and the necessary searches through US Fish & Wildlife and MDNR for threatened and endangered species.

Utility Coordination:

HRC will coordinate the project with OCWRC to determine if any water or sanitary work is planned for these segments, and ensure planning is completed to incorporate this work or have it done prior to the road improvements. The design for any water or sanitary work would be under separate contract with WRC. HRC will also request plans and information from private utilities, such as Consumers Energy, AT&T, DTE, and other fiber optic companies. These utilities will be added to the plans. HRC will coordinate the project with any planned improvements and identify and coordinate any required utility relocations should conflicts arise. HRC will schedule utility coordination meetings and anticipates up to two coordination meetings with all utilities and likely individual detailed planning with affected utilities.

Traffic Signal Staging and Permitting:

HRC will prepare the proposed staging plans for all traffic signals along the project. Existing signals are present at the following intersections with Auburn Road:

• Woodward Ave.	• Center St./Hill St.	• Paddock St.
• Sanford St.	• Martin Luther King Jr. Blvd.	• Opdyke Rd.

As some of these signals were recently constructed, HRC anticipates existing plans and CAD files will be available for use and staging work will be relatively basic. Plans and specifications will be prepared and submitted for permits and reviews by both RCOC and MDOT as required. The programmed scope for the project does not include a reduction in pavement width however it does propose changes to the lane configuration which would include the addition of a continuous center turn lane. HRC will evaluate all signals to determine if the proposed geometric changes require signal modification and provide our findings to the City of Pontiac. As noted above, our services currently include traffic signal layout at Paddock and Sanford Streets with pedestrian improvements anticipated at both of these locations as well as at MLK. Pedestrian improvements typically include the replacement or addition of pedestrian countdown signal heads and push button pedestals if warranted.

Other signals may require shifting of signal heads, addition of case signs or other minor revisions however we do not anticipate significant improvements to the other signals.

Detailed Grades:

HRC will evaluate the sidewalk located at or within 20' of intersections with other public roadways and prepare plans to replace sidewalk ramps as required so that all road crossings comply with current ADA guidelines. This work typically involves adding detectable warning surfaces as well as incorporating level landing/turning spaces, ramps and grading appropriately to meet required running slopes and cross slopes.

The scope of work does not include replacement of driveway approaches except in areas where the curb alignment is changing. HRC will check driveway slopes where the curb alignment is changed. If there is a sidewalk located within driveways being replaced, driveway and sidewalk grades will be checked to make sure they are in conformance with ADA requirements.

Permanent Pavement Markings and Signs:

HRC will prepare plans for permanent pavement markings and signs including details in accordance with the MMUTCD and City preferences. This will include replacement of regulatory, warning, traffic control, and street signs along the project.

Maintenance of Traffic (MOT):

HRC will prepare MOT concepts, plans and specifications for the project. MOT concepts will be based on the City's goals and consideration of likely construction means and methods for the type of rehabilitation chosen. MOT concepts will be evaluated and determined early on in the process so that HRC can review the potential traffic impacts with the City. MOT concepts could include full closure, part width construction, or traffic regulator control (flagging) depending on the method of rehabilitation selected and extent of the rehabilitation required. HRC anticipates this project will not include temporary HMA paving and will be constructed using either a part width closure with one-lane of traffic being maintained in each direction, OR the city may also want to consider a full closure to through traffic, with local traffic being maintained in one direction only. Final MOT concepts will be determined based on the extent of pavement repairs and underground utility work that is identified during the scoping and base plan preparation phase of the project. Where possible, HRC will utilize MDOT Standard Maintenance of Traffic Plans however detailed staging plans and detour plans are anticipated to accommodate underground utility work and concrete base repairs.

Permit Applications:

HRC will prepare permit applications as required for the project to meet all regulatory and outside agency permit requirements. These may include the following:

- ≡ RCOC (Signs in the ROW & signals)
- ≡ WRC Soil Erosion & Sedimentation Control Permit
- ≡ WRC Sanitary & Water Structure Adjustment/Inspection Permit
- ≡ MDOT ROW permit (signals & signs)

Meetings and Coordination:

HRC has included several meetings for the coordination of this project. These include both office and site visits as follows:

- ≡ Design kick-off and scoping meeting
- ≡ Field review of existing conditions
- ≡ Base Plan (Conceptual Design) and Cost Review Meeting
- ≡ Utility Coordination Meetings
- ≡ Grade Inspection (G.I.) Meeting
- ≡ Final Plan Review Meeting with City
- ≡ Public meeting, if desired

HRC will bring copies of the plans, engineer's estimates, exhibits, and other project-related documents for the meetings outlined above and will also prepare an agenda and record meeting minutes for all meetings attended.

In addition to the meetings identified, HRC will work with the City's staff to address known issues that need to be addressed along the corridor. HRC will perform a field review with the City to identify potential issues that should be addressed with the project. HRC will coordinate with local and private utility owners to resolve any potential utility conflicts affected by the proposed work. HRC has also included time for coordination with other projects in the area.

Design Submittals:

HRC will prepare the plans, special provisions and engineer's estimates for the project. This will include the title sheet, alignment, plans sheets, project details, typical sections, notes, detailed grading plans, soil erosion and sedimentation control measures, MOT, pavement marking and signing plans, traffic signal plans, and any project specific details to be submitted for Preliminary Plan Review (GI), Final Plan Review and Bid Documents. The design and submittal schedule will be based on MDOT's LAP Project Planning Guide. Plans will be prepared utilizing AutoCAD Civil3D software with engineer's estimates being prepared in the MERL project estimator software.

Right of Way Services:

HRC has included an allowance of \$30,000 to prepare easement documents and assist with right of way acquisition. Based on the number of parcels that require easements, this allowance could also include title work and an appraisal. This allowance assumes only 4-6 parcels would require easements and that an appraisal is not likely required.

Work Not Included

HRC includes this section to clarify both the City's and HRC's expectations for the project. The following scope of work is not included in this proposal:

- ≡ Design for physical road width reduction, including moving curbs or reconstruction of storm sewer system.
- ≡ Sidewalk improvements are limited to those required by ADA for intersection curb ramp improvements. Full assessment of sidewalk condition along the project is not included.
- ≡ Sewer televising and condition assessments are not included.
- ≡ Sanitary Sewer and Watermain Design
- ≡ Traffic Data Collection (Field Counts, previously completed)
- ≡ Construction Engineering/Administration

Schedule

Based on an MDOT Bid Letting in early 2025, HRC anticipates the following schedule, assuming authorization within 2 weeks of this proposal. Unless ROW acquisition creates unexpected delays in the project, HRC will ensure the project is submitted to obligate 2025 funds. The City anticipates approximately 40% of this design work to be done in FY 24 (Prior to June 30, 2024) and 75% to be done in FY 25 (After July 1, 2024), based on the following schedule:

- ≡ Spring 2024 – Topographic Survey & Utility Research
- ≡ May 2024 – Prepare preliminary concepts and confirming cost estimates for City (Project Scoping)
- ≡ June 2024 – Prepare Base Plans & ID Right of Way Needs
- ≡ August 2024 – Submit GI Plans to MDOT
- ≡ November 2024 – Final Plans to MDOT & Obligate funding
- ≡ February 2025 Bid Letting
- ≡ May 2025 Construction Start

Costs

HRC has separated the project into anticipated tasks as detailed herein. The cost and man-hours for each task are shown in the attached spreadsheet. HRC will work closely with the City to prepare a thorough set of bid documents for this project



Ms. Shannon Filarecki, City Engineer
April 5, 2024
HRC Job Number 20240207
Page 6 of 6

while keeping the overall project cost within the City's budget. HRC has included an allowance for G2 to perform pavement cores and soil borings in accordance with MDOT 3R guidelines and as required for the design of the project.

HRC proposes to perform the work stated herein on a time and material basis with a fixed not to exceed amount of \$291,665.00. This will be invoiced using direct costs plus overhead and profit in accordance with HRC's current contract and labor rates for as-needed engineering services. A detailed breakdown of HRC's proposed labor hours and costs is attached. As noted, this proposal includes allowances for right of way services, should they be requested.

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/Partner

Brian K. Davies, P.E.
Project Manager/Associate

CEH/ceh
Attachment
pc: HRC; File

Accepted By:

Signature: _____

Written Name: _____

Title: _____

Dated: _____

ATTACHMENT A
City of Pontiac
Hours / Costs for Preliminary Engineering Services - April 5, 2024
Auburn Road: Woodward Ave. to Opdyke Road

Task Description	Principal QA/QC	Associate Engineer	Project Engineer	Sr CAD Tech	Graduate Engineer	Associate (Traffic)	Staff Engineer	Survey - Dept Mgr II	Survey Office Super	Sr. Survey Office Tech.	Sr. Party Chief	Inst. Person	Total By Task
Topographic Survey & Property Lines	2	2	4					16	40	60	160	160	444
Meetings & Preparation	4	20	26	12	24								86
Scope & Budget Evaluation	2	4	10	4	20								40
NEPA, SHPO, Crash Analysis & Programming		2	16		60	2	16						96
Utility Coordination		4	16	20	20								60
Traffic signal design	2	8	80	120	80	20							310
Sidewalk Design	4	16	20	80	120								240
Pavement Markings & Signs		2	16	40	24	4							86
Maintenance of Traffic (MOT)	2	16	20	60	60	4							162
Prepare Preliminary Plans	4	24	40	120	120	4	16						328
Prepare Final Plans	2	16	20	60	60	4	8						170

Total Hours by Classification	22	114	268	516	588	38	40	16	40	60	160	160	2022
--------------------------------------	----	-----	-----	-----	-----	----	----	----	----	----	-----	-----	------

	Hours	Billable Rate*	Total Cost
Principal, Charles Hart	22	\$ 150.00	\$ 3,300.00
Associate Engineer, Brian Davies	114	\$ 159.60	\$ 18,194.40
Project Engineer, Chris Bauer	268	\$ 130.50	\$ 34,974.00
Senior CAD Tech	516	\$ 128.40	\$ 66,254.40
Graduate Engineer	588	\$ 105.00	\$ 61,740.00
Associate (Traffic), Lia Michaels	38	\$ 150.00	\$ 5,700.00
Staff Engineer	40	\$ 120.00	\$ 4,800.00
Survey Dept. Manager II	16	\$ 160.20	\$ 2,563.20
Survey Office Super., William Wonnacott	40	\$ 152.40	\$ 6,096.00
Survey Office Tech	60	\$ 120.00	\$ 7,200.00
Sr. Survey Party Chief	160	\$ 132.00	\$ 21,120.00
Instrument Person	160	\$ 105.00	\$ 16,800.00
HRC Sub total	2022		\$ 248,742.00
			<hr/>
Sub-Total HRC Costs - PE			\$ 248,742.00
ROW Documents & Acquisition - Allowance			\$ 20,000.00
Subconsultant Costs			<hr/>
G2 (Geotechnical) - Allowance			\$ 22,923.00
			<hr/>
Total PE & ROW Costs			\$ 291,665.00

* In accordance with As-Needed Rate Schedule (2024 Rates)



CONSULTING
GROUP

April 5, 2024

Mr. Brian Davies, P.E.
Associate
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills, Michigan 48303-0824

Regarding: Geotechnical Engineering Services Proposal
Auburn Road Paving Project
Woodward Avenue to Opdyke Road
City of Pontiac, Oakland County, Michigan
G2 Proposal Number 240265

Dear Mr. Davies:

G2 Consulting Group, LLC (G2) proposes to perform pavement cores and soil test borings for the proposed paving improvements planned for Auburn Road from Woodward Avenue to Opdyke Road within the City of Pontiac, Michigan. Auburn Road is generally paved with Portland Cement Concrete (PCC) pavement. The Auburn Road route consists of 4 lanes of travel. We understand this is a 3R project where cold milling of the existing PCC pavement will be performed followed by construction of a new Hot Mix Asphalt (HMA) pavement section. In addition, new traffic signals are proposed at two intersections: Auburn Road at Paddock Street, and Auburn Road at Sanford Street. G2 will function as a member of the project design team and work at the direction of HRC. This submittal includes a proposed scope of work and budget estimate for the project.

SCOPE OF SERVICES

Based upon our understanding of the project, G2 proposes the following scope of work:

1. As directed, G2 will perform 22 full depth pavement core samples along the route in alternating lanes. Each core sample will represent the full depth of the pavement section at that location.
2. As directed, G2 will drill 22 soil borings for the exploration phase of the project within the pavement core locations, extending to a depth of 5 feet below pavement grade. A soil sample will be obtained at 2-1/2 foot intervals using the Standard Penetration Test (SPT) sampling method. Borings will be backfilled with soil cuttings at the completion of the work, and the pavement will be patched with an aggregate / emulsion patching mixture.
3. As directed, G2 will drill 8 soil borings at the proposed traffic signal locations, extending to a depth of 25 feet each. A soil sample will be obtained at 2-1/2 foot intervals using the Standard Penetration Test (SPT) sampling method. Borings will be backfilled with soil cuttings at the completion of the work.
4. G2 will mark the boring locations in the field and contact the local utility locating service - MISS DIG. It should be noted that MISS DIG requires a minimum of 72 hours to locate utilities. It is understood that the Auburn Road route is local ROW, and no permits will be required.

g2consultinggroup.com

Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

5. G2 will inspect, measure for length, and photograph the pavement core samples obtained from the project route.
6. We will provide traffic control in general accordance with MMUTCD standards while performing the field investigation. Traffic control is expected to consist of flagmen, an arrow board, hazard cones and signs, as necessary. The route is considered local Right-Of-Way and will not require any permits.
7. G2 will perform laboratory testing to determine the physical characteristics of the subgrade soils including soil classification in accordance with the Unified Soil Classification System, moisture content, compressive strength, and grain size distribution for selected samples.
8. G2 will prepare a letter engineering report that will include the pavement core sampling and soil test boring results.

PROFESSIONAL FEES

We propose to perform the geotechnical services outlined in this proposal in accordance with the fees presented in the following Table 1. Quantities have been estimated based upon the outlined scope of work in order to generate a project budget estimate. Should you require or field conditions dictate additional work beyond the scope outlined in this proposal, we would contact your office with an estimate and obtain your permission prior to performing such services.

**Project Budget Estimate – Table 1
Auburn Road Paving Project**

Item	Quantity	Unit Rate	Extension
Layout and Utility Clearance, Sr. Staff Engineer, per hour	4	\$121.00	\$484.00
Traffic Control, per half day	2	\$2,000.00	\$4,000.00
Pavement Core Samples, each	22	\$95.00	\$2,090.00
Drill Rig Mobilization, per route	1	\$700.00	\$700.00
Daily Travel, per day	2	\$300.00	\$600.00
Road Borings: Soil Drilling and Sampling, per Ft.	110	\$19.50	\$2,145.00
Traffic Signal Borings: Soil Drilling and Sampling, per Ft.	200	\$26.00	\$5,200.00
Plugging and Patching Materials, LS	2	\$150.00	\$300.00
Sr. Staff Engineer for Logging and Overall Supervision, per hour	32	\$121.00	\$3,872.00
Pavement Core Sample Measurements and Photos, each	22	\$20.00	\$440.00
Visual Classification & Basic Tests on Split Barrel Soil Samples, each	128	\$20.00	\$2,560.00

Item	Quantity	Unit Rate	Extension
<i>Engineering Services</i>			
Data analysis, preparation of engineering letter report, project meetings, as required			
Project Engineer, per hour	4	\$142.00	\$568.00
Project Manager, per hour	2	\$182.00	\$364.00
Principal, per hour	1	\$200.00	\$200.00
Total Estimated Project Cost			\$22,923.00

PROJECT SCHEDULE

Layout and drilling operations can be scheduled within approximately 3 to 4 weeks following authorization to proceed and utility clearance through the MISS DIG network. Fieldwork is expected to 4 days. Our draft letter engineering report will be available within approximately 15 working days after completion of the drilling operations. However, preliminary verbal recommendations should be available within a few days after completion of the drilling operations.

TERMS AND CONDITIONS

General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC. Alternately, G2 will enter into a project specific version of 042 Continuing Services Agreement with Hubbell, Roth & Clark, Inc. Please reference this proposal as part of that agreement.

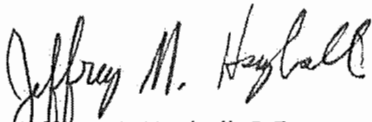
April 5, 2024
G2 Proposal No. 240265
Page 4

②

We appreciate the opportunity to be of service to Hubbell, Roth & Clark, Inc., and look forward to working with you. If you have any questions regarding our proposed scope of services or any other matter pertaining to the investigation, please do not hesitate to call.

Sincerely,

G2 Consulting Group, LLC


Jeffrey M. Hayball, P.E.
Project Manager


James L. Berry, P.E.
Project Consultant

JMH/JLB/ljv

Encl: Fee and Rate Schedule
General Conditions

ACCEPTED FOR HUBBELL, ROTH & CLARK, INC.:

BY: _____

DATE: _____



CONSULTING
GROUP

FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$240.00
Project Consultant	.....	\$205.00
Project Manager	.....	\$200.00
Senior Project Engineer	.....	\$162.00
Project Engineer	.....	\$156.00
Senior Environmental Scientist	.....	\$152.00
Senior Staff Engineer	.....	\$133.00
Staff Engineer	.....	\$114.00
Field Engineer	.....	\$114.00
Field Coordinator*	.....	\$110.00
Senior Technician*	.....	\$107.00
Technician II*	.....	\$99.00
Technician I*	.....	\$83.00
Word Processor*	.....	\$79.00

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	.....	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	.....	Cost + 15%
Vehicle Travel for Projects	.....	\$0.80/Mile

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15 % service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

g2consultinggroup.com

Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



CONSULTING
GROUP

GENERAL CONDITIONS

PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$1,000,000.00.

RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client, client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by us which are found to be contaminated.

g2consultinggroup.com

Headquarters	1866 Woodslee St	Troy, MI 48083	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742



UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property until the project has been paid for, at which time it shall become the client's property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in the judicial jurisdiction of the court within Oakland County, Michigan and the client waives the right to remove the action to any other judicial jurisdiction.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, we shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.

FY 2025

Resurfacing, Restoration and Rehabilitation (RRR) Application

**Auburn Avenue
from
Woodward Avenue to Opdyke Road**



**City of Pontiac
Oakland County, Michigan**

December 2021

Prepared By:



Hubbell, Roth & Clark, Inc.
Consulting Engineers
555 Hulet Drive • P.O. Box 824
P.O. Box 824
Bloomfield Hills, MI 48303
(248) 454-6300
www.hrcengr.com

PROJECT DESCRIPTION & LOCATION

PROJECT DESCRIPTION AND LOCATION
Auburn Avenue between Woodward Avenue and Opdyke Road
City of Pontiac, Michigan

The City of Pontiac desires to rehabilitate Auburn Avenue, which is a minor arterial, providing connectivity between Woodward Avenue and the east city limits, and local roads throughout the city. The project begins at Woodward Avenue and ends at Opdyke Road, which is also the east city limits. Within the project area, the road is four lanes with a curb and gutter. The road consists of concrete pavement between Woodward Avenue and Martin Luther King Junior (MLK Jr) Boulevard, and composite pavement between MLK Jr Boulevard and Opdyke Road. The posted speed limit is 35 miles per hour (MPH) between Woodward Avenue and MLK Jr Boulevard and 45 MPH between MLK Jr Boulevard and Opdyke Road. There are six signalized intersections along the project segment.

- Auburn Avenue and Woodward Avenue
- Auburn Avenue and Center/Hill Street
- Auburn Avenue and Paddock Street
- Auburn Avenue and Sanford Street
- Auburn Avenue and MLK Jr Boulevard
- Auburn Avenue and Opdyke Road

Figure 1 shows the project location in yellow.

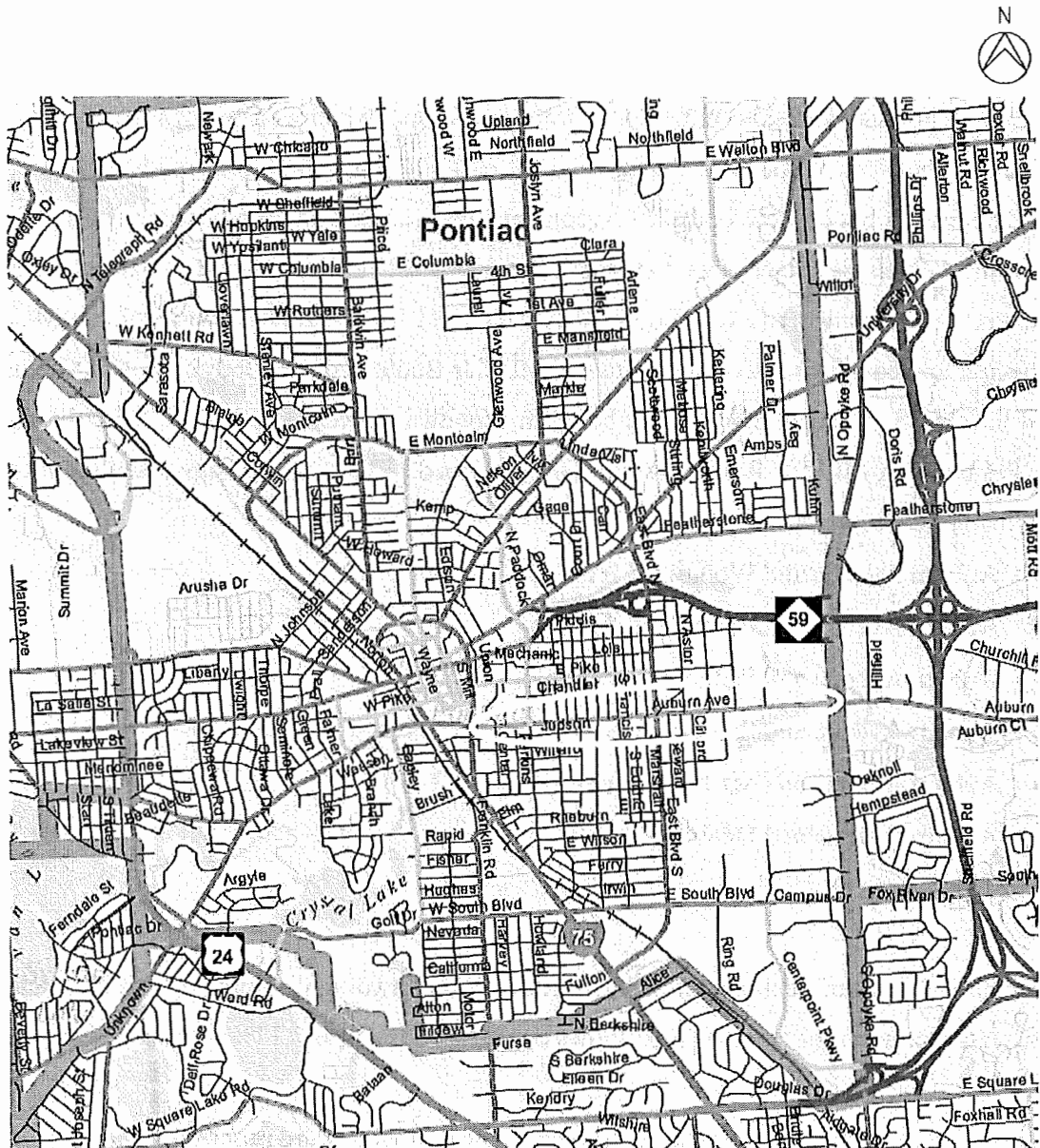
A 24-hour traffic count taking in November 2021 shows a two-way volume of 8,077 vehicles. A classification count from the same time shows commercial traffic is 2.17% of the total daily traffic.

The project area between Woodward Avenue and MLK Jr Boulevard proposes to have as-needed full depth concrete pavement base repairs and a three-inch asphalt pavement overlay. The project area between MLK Jr Boulevard and Opdyke Road proposes to mill the deteriorated asphalt surface, perform as-needed concrete pavement base repairs, and a three-inch asphalt pavement overlay. The project will also include the addition of a center left-turn lane and four-foot shoulders, some curb and gutter replacement, drainage structure adjustments, driveway approach repairs, sidewalk ramp upgrades to meet the American Disabilities Act (ADA) standards, pavement markings, signage, tree removal, and site restoration.

PROJECT DESCRIPTION AND LOCATION

Auburn Avenue between Woodward Avenue and Opdyke Road

City of Pontiac, Michigan



National Functional Classification (NFC)

County: OAKLAND
MDOT County Number: 63
MDOT Region: Metro

Legend

	NFC	Future NFC
	1 = Interstate	.....
	2 = Other Freeway	.....
	3 = Other Principal Arterial	.....
	4 = Minor Arterial	.....
	5 = Major Collector	.....
	6 = Minor Collector	.....
	7 = NFC Local	.....
	0 = Non-Certified	.....

Source: National Functional Classification (NFC), MGF v14, July 2014, MDOT Asset Management

Figure 1: Project Map Location

RATING FORM



Project: Auburn Road	Submitting Agency: City of Pontiac
Limits: Woodward Avenue to Opdyke Road	Date: 12/10/21 Fiscal Year: 2025

I. PLANNING CONSIDERATIONS

A. IMPORTANCE OF PROJECT IN SYSTEM	10 Points	Points
1. National Functional Classification	(8)	6
2. Urban Boundary	(1)	1
3. National Highway System	(1)	0

II. ENGINEERING CONSIDERATIONS

A. Traffic Operations	25 Points	Points
1. Turning Movements and Capacity	(3)	1
2. Driveway Operation	(3)	3
3. Percent Heavy Trucks and Buses	(7)	2
4. Traffic Volume	(12)	3

B. Improved Physical Road Conditions	32 Points	Points
1. Base Repair	(3)	1
2. Subsurface Pavement Repair	(3)	2
3. Edge Drain/Ditch	(4)	0
4. Curb or Shoulder	(4)	4
5. Expected Service Life	(15)	15
6. Roadside Obstacle Clearance	(2)	0
7. Corner Sight Distance	(3)	1

III. FUNDING CONSIDERATIONS

	27 Points	Points
A. Project Life Cycle Cost	(24)	22
B. Local Contribution	(3)	0

Total Possible Points:	Points Taken:
96	61

Technical Committee Use Only

Reviewed By:

Final Total Points:

I. PLANNING CONSIDERATIONS (10 Possible Points)

A. Importance of Project in the System (10 Possible Points)

- 1. National Functional Classification (NFC) (8)**
Rate the project according to the functional classification of the roadway. Include NFC Map with project location highlighted. The three categories and their point totals are as follows:

Classification	Points
- Principal Arterial	8 <input type="radio"/>
- Minor Arterial	6 <input checked="" type="radio"/>
- Collector	4 <input type="radio"/>
- Local (Not Eligible for this Program)	0 <input type="radio"/>

- 2. Urban Boundary (1)**
Will the project be located within the census defined urban boundary?

Yes	1 <input checked="" type="radio"/>
No	0 <input type="radio"/>

- 3. National Highway System (1)**
Will the project be on a National Highway System designated roadway?

Yes	1 <input type="radio"/>
No	0 <input checked="" type="radio"/>

II. ENGINEERING CONSIDERATIONS (57 Possible Points)

A. Traffic Operations (25 Possible Points)

1. Turning Movements and Capacity Improvements (3)

Check all that apply.

Construct Right Turn Lane(s)/Deceleration Taper(s)	1 <input type="checkbox"/>
Construct Left Turn Lane(s)	1 <input checked="" type="checkbox"/>
Construct Passing Lane(s)	1 <input type="checkbox"/>
Total	1

Install center left-turn lane to mitigate rear-end left-turn crashes.

Justification: _____

2. Driveway Operations and Access Management (3)

Rate the project on proposed driveway improvement as follows:

Category	Points
- Elimination of large graded or paved areas adjacent to road which allow drivers to enter or exit the road randomly.	3 ⊕
- Closure or consolidation of driveways.	2 ○
- Channelization resulting in restriction of undesirable turning movements and/or realignment of opposing driveways to reduce conflicts.	1 ○
- No driveway alterations. Driveway repaving and/or reconstruction without geometric improvement do not qualify for points.	0 ○

Close paved area at vacant building between Francis Street and Edith Street to prevent future drivers from entering and exiting the road, randomly (see attached).

Justification: _____

3. Percent Heavy Trucks and Buses**(7)**

Determine points based on the percent of existing heavy truck and bus traffic the route carries. Provide a copy of a count that is a minimum of two consecutive hours; counts must be no more than 3 years old. A truck is defined by FHWA as a passenger-carrying bus, or any other 6 tire vehicle, at a minimum. FHWA vehicle classifications 4 through 13 qualify. See <https://www.rcocweb.org/DocumentCenter/View/9515/Vehicle-Classifications> for graphic examples of vehicle classifications. Due to COVID-19 pandemic, application for funding in FY- 2025 must have counts dated in 2020 or newer.

Percent Trucks and Buses	Actual Percent	Points
≥ 7 %		7 ○
6 - 6.99%		6 ○
5 - 5.99%		5 ○
4 - 4.99%		4 ○
3 - 3.99%		3 ○
2 - 2.99%	2.17%	2 ⊕
1 < 1.99%		1 ○
≤ .99%		0 ○

Date of Classification Study	11/11/21
-------------------------------------	----------

4. Traffic Volume**(12)**

Determine points based on the total two-way traffic carried by the roadway in a 24-hour period. Provide a copy of a traffic count; counts must be no more than 3 years old. Due to COVID-19 pandemic, application for funding in FY-2025 must have counts dated in 2020 or newer.

Volume	Actual 24 Hour Count	Points
≥ 30,000		12 ○
27,500-29,999		11 ○
25,000-27,499		10 ○
22,500-24,999		9 ○
20,000-22,499		8 ○
17,500-19,999		7 ○
15,000-17,499		6 ○
12,500-14,999		5 ○
10,000-12,499		4 ○
7,500-9,999	8,077	3 ⊕
5,000-7,499		2 ○
2,500-4,999		1 ○
≤ 2,500		0 ○

Date of Traffic Count Study	11/11/21
------------------------------------	----------

B. Improved Physical Road Conditions (32 Possible Points)**1. Base Repair (3)**

Calculate the total pavement area (not including curb and shoulder) within the project limits. Then calculate the total base area to be repaired/replaced and then what percent of the total base area to be repaired/replaced. See glossary for what qualifies as base repair.

Total Project Area	52,818.00	Syd
Total Area of Base to be Repaired/Replaced	909.00	Syd
Percent of Total Project Area to be Repaired/Replaced	1.721004203	%

Points added below based on percentage calculated above.

Percent of Total Project Area to be Repaired/Replaced	Points
>25%	3 ○
5% - 25%	2 ○
< 5%	1 ●
>0%	0 ○

2. Subsurface Pavement Repair (3)

Calculate the total pavement area (not including curb and shoulder) within the project limits. Then calculate the total area of underlying PCC or HMA pavement to be repaired/replaced and then what percent of the total area to be repaired/replaced. See glossary for what qualifies as subsurface pavement repair.

Total Project Area	52,818.00	Syd
Total Area of Pavement to be Repaired/Replaced	2,900.00	Syd
Percent of Total Project Area to be Repaired/Replaced	5.490552463	%

Points added below based on percentage calculated above.

Percent of Total Project Area to be Repaired/Replaced	Points
>25%	3 ○
5%-25%	2 ●
<5%	1 ○
>0%	0 ○

3. Edge Drain/Ditch (4)

Calculate the total length of edge drains or ditches within the project limits on both sides. Then calculate the total length of edge drains or ditches to be installed on both sides and then calculate what percent of the total length to be installed.

Total Project Length x 2	20,712.00	Ft
Total Length of Drainage to be Installed	0.00	Ft
Percent of Total Project Length to be Installed	0	%

Points added below based on percentage calculated above.

Percent of Total Project Length to be Installed	Points
>50%	4 ○
25% - 50%	3 ○
5% - 25%	2 ○
< 5%	1 ○
>0%	0 ○

4. Curb & Shoulder (3 feet paved minimum) (4)

Calculate the total length of curb and shoulder within project limits. Then calculate the total length to be paved/repaved/replaced and what percent of the total length needs to be repaved/replaced.

Total Length of Curb	20,712.00	Ft	SYD
Total Length of Shoulder		Ft	0.00 SYD
Total Length of Curb and/or Shoulder to be paved/repaved/replaced	5,400.00	Ft	6,904.0 SYD
Percent Of Curb And/Or Shoulder To Be Paved/Repaved/Replaced	26.071845%		Infinity %

Points added below based on percentage calculated above.

Percent Of Curb/Shoulder To Be Paved/Repaved/Replaced	Points
>50%	4 ○
26% - 50%	3 ○
6% - 25%	2 ○
< 5%	1 ○
0%	0 ○

Note: The reason we're taking the extra point on the table above is because existing Auburn Rd currently is four lanes with no shoulder. This application includes the addition of a center turn lane with four-foot paved shoulders on each side for 100% of the project length.

5. Expected Service Life (15)

Refer to the Expected Surface Life and Pavement Remedy Table below. Determine the expected service life for treatment and annotate below. Service life in years is equivalent to points taken. If the proposed project has segments with different repair strategies, rate on the segment comprising the majority of the treatment type.

Note: If existing concrete has been previously cracked/sealed or rubbilized, points may be taken for a currently proposed treatment reflecting inclusion of crack/sealing or rubbilization without cost for these showing on PACE form. Please note on PACE form if this is the case.

$$\frac{15}{\text{Expected Service Life (Yrs)}} = \frac{15}{\text{(See Table Below)}} \text{Points}$$

Pavement Surface Remedy And Expected Service Life Table (RRR)

Pavement Surface Remedy	Expected Service Life		
Existing PCC Pavement	HMA Paving	PCC Paving	
Proposed or Existing Pavement Pre-Treatment	3" Min	PCC Repairs	White Topping (4" Min)
Distressed PCC slab replacement	N/A	12 <input type="checkbox"/>	N/A
Distressed PCC slab replacement with diamond grinding (profiling)	N/A	15 <input type="checkbox"/>	N/A
PCC patches, slab & joint repairs, as needed	15 <input type="checkbox"/>	N/A	15 <input type="checkbox"/>
Crack and seat existing PCC.	10 <input type="checkbox"/>	N/A	15 <input type="checkbox"/>
Existing HMA Pavement	HMA Paving	PCC Paving	
Proposed or Existing Pavement Pre-Treatment	3" Min	White Topping (4" Min)	
Full-depth in-place recycling of existing HMA pavement, or pulverize (rubilize)	15 <input type="checkbox"/>	15 <input type="checkbox"/>	
Mill off deteriorated pavement surface	12 <input type="checkbox"/>	15 <input type="checkbox"/>	
Isolated pavement patching (saw cut existing, remove and replace full-depth).	10 <input type="checkbox"/>	15 <input type="checkbox"/>	
No or minor pretreatment (skin patching, joint repair, etc.)	8 <input type="checkbox"/>	15 <input type="checkbox"/>	
Existing Composite Pavement	HMA Paving	PCC	
Proposed or Existing Pavement Pre-Treatment	3" Min	White Topping (4" Min)	
Mill off the deteriorated pavement surface of the HMA portion of composite pavement. Significant repair of PCC substrate as required.	15 <input checked="" type="checkbox"/>	15 <input type="checkbox"/>	
Minor pretreatment (Detail 7)	12 <input type="checkbox"/>	12 <input type="checkbox"/>	
No or minor pretreatment (skin patching, etc.)	9 <input type="checkbox"/>	15 <input type="checkbox"/>	

6. Roadside Obstacle Clearance (2)

Refer to the AASHTO Roadside Design Guide for definitions of clear zone and crashworthiness. Determine the points for roadside obstacle clearance improvement based on corrective actions noted below.

Corrective Action	Points
Remove all existing non-crashworthy fixed objects from clearzone	2 ○
Fixed objects shielded as recommended.	1 ○
No Improvement	0 ⊙

Justification: _____

7. Improvement in Corner Sight Distance (3)

Determine points for corner sight distance improvements based on the level of improvements to be made.

Corner Sight Distance Improvements	Points
Both Major and Minor Improvements	3 ○
Major Improvements (Include hill cut, structure	2 ○
Minor Improvements (Include tree removal, brush	1 ⊙
No Corner Sight Distance Improvements	0 ○

Remove corner vegetation at Silverdome Industrial Park approach to improve sight distance (see attached).

Justification: _____

III. FUNDING CONSIDERATIONS (27 POSSIBLE POINTS)

A. Projected Unit Life Cycle Cost (24 Possible Points)

For all projects involving a complete resurfacing of either existing asphalt, concrete or composite pavements, determine points as shown below:

Cost of Construction: Calculate the construction cost per RRR-PACE form, include both the federal and local share. Construction cost **does not** include inflation and construction engineering. Note the cost below.

Cost of Construction (Sub-total Construction from PACE Form) = \$ 1,742,716.21

Treatment Area: Determine pavement area to be treated. Include all existing pavement to be treated and proposed widening from POB to POE and from edge to edge of pavement or back to back of curbs if curb work is proposed. For Concrete Repair or Replacement Projects not involving a complete resurfacing, the Treatment Area shall be determined by your choice of one of the two following methods:

- **Method A:**

3R Treatment Area equals area of roadway segment to receive repairs. POB is first joint of first repair area and POE is last joint of last repair. If an untreated roadway segment of more than 250 feet falls between treatment areas, the separate treatment areas shall be measured separately and totaled without including the untreated area. If all of the repairs are to be on one side of the road or boulevard centerline, the width of the 3R Treatment Area shall be only the repaired half of the roadway.

Total Pavement Area = 52,818.00 Syd

OR

- **Method B:**

3R Treatment Area equals area of slab replacement only (note – joint repair and profiling treatments must use Method A, above).

_____ (Width in Ft.) x _____ Length in Ft.) / Divide by 9

Total Pavement Area = 0.00 Syd

Justification: _____

Projected Unit Life Cycle Cost (continued)

Use the Pavement Surface Remedy And Expected Service Life Table on page 7 and determine expected service life for the appropriate combination of pre-treatment and treatment. If the proposed project has segments with different repair strategies, rate on the segment comprising the majority of the treatment type.

- 1. Annual unit-area life cycle cost is the cost of construction, per square yard treated, per year of expected life. Determine as follows:**

Cost of Construction <i>(Not including inflation or CE)</i>	Treatment Area	Expected Service Life <i>(Per Table on Page 7)</i>	Annual Unit Area Cost Formula= Cost of Construction/Treatment Area/Expected Service Life
\$ 1,742,716.25	52,818.00 Syd	15 Yrs	\$ 2.199649430118

Annual Unit-Area Cost

Cost Per Syd Per Year			POINTS
		≤ 2.00	24 ○
> 2.00	&	≤ 2.10	23 ○
> 2.10	&	≤ 2.20	22 ○
> 2.20	&	≤ 2.30	21 ○
> 2.30	&	≤ 2.40	20 ○
> 2.40	&	≤ 2.50	19 ○
> 2.50	&	≤ 2.60	18 ○
> 2.60	&	≤ 2.70	17 ○
> 2.70	&	≤ 2.80	16 ○
> 2.80	&	≤ 2.90	15 ○
> 2.90	&	≤ 3.00	14 ○
> 3.00	&	≤ 3.10	13 ○
> 3.10	&	≤ 3.20	12 ○
> 3.20	&	≤ 3.30	11 ○
> 3.30	&	≤ 3.40	10 ○
> 3.40	&	≤ 3.50	9 ○
> 3.50	&	≤ 3.60	8 ○
> 3.60	&	≤ 3.70	7 ○
> 3.70	&	≤ 3.80	6 ○
> 3.80	&	≤ 3.90	5 ○
> 3.90	&	≤ 4.00	4 ○
> 4.00	&	≤ 4.10	3 ○
> 4.10	&	≤ 4.20	2 ○
> 4.20	&	≤ 4.30	1 ○

B. Local Contribution

(3)

Determine the points for the local funding contribution according to the table below.

Local Contribution	Points
- 50% Local Share	3 <input type="radio"/>
- 40% Local Share	2 <input type="radio"/>
- 30% Local Share	1 <input type="radio"/>
- 20% Local Share	0 <input checked="" type="radio"/>

***When points are awarded for a Local Contribution higher than 20%, the project federal share will be capped at the amount on the Funds Requested line on page 2 of the PACE form.**

PACE FORM



**OAKLAND COUNTY FEDERAL AID COMMITTEE
PROJECT ACTIVITIES COST ESTIMATE (PACE)
For 3R Work**

Agency: **City of Pontiac**
 Project: **Auburn Road** From: **Woodward Avenue** To: **Opdyke Road**
 Length: **10,356 Ft (1.96 mi)** Pavement Area: **52818** SYD Expected Service Life (yrs): **15**

Description: This project is being programmed as a 3" mill and overlay from Woodward Ave to Opdyke Rd with the addition of a center turn lane and 3' wide shoulders on each side. The project will also include base concrete slab repairs, subbase undercutting as directed, 26% curb and gutter replacement, drainage structure adjustments within the pavement area, driveway approach repairs, sidewalk ramp upgrades to meet current ADA guidelines, temporary and permanent pavement markings, tree and overgrown vegetation removals, new signage, and site restoration.

(All Estimated Costs Based on Current Year)

2021

PROJECT ACTIVITY	Quantities	Units	Unit Costs	Detail Costs	ACTIVITY COSTS	Activity As Share of CON TOTAL
Activity Details						
CON						
SITE PREPARATION:						
Remove Existing Pavement	2900	SYD	\$ 15.00	\$ 43,500.00		
Remove Existing Curb	5400	LFT	\$ 8.00	\$ 43,200.00		
Clearing & Grub Land		Acre		\$ -		
Tree Removal	6	EA	\$ 300.00	\$ 1,800.00		
Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00		
Other:				\$ -	\$ 91,500.00	5.3%
EARTHWORK:						
Undercutting	300	CYD	\$ 50.00	\$ 15,000.00		
Sub-Base (Sand)		CYD		\$ -		
Base (Stone)		CYD		\$ -		
Other:				\$ -	\$ 15,000.00	0.9%
DRAINAGE:						
Sewers		LFT		\$ -		
Culverts		LFT		\$ -		
Edge Drains		LFT		\$ -		
Catch Basins & Structures		EA		\$ -		
Ditch Work		LFT		\$ -		
Other: Dr Structure Adj.	190	Ea	\$ 550.00	\$ 104,500.00	\$ 104,500.00	6.0%
PAVEMENT RESTORATION:						
Crack & Seal Pavement		SYD		\$ -		
Joint Repairs (Details 7 & 8)		LFT		\$ -		
Hand Patching for Joint Repairs		Ton		\$ -		
Full Depth Concrete Replacement	2900	SYD	\$ 50.00	\$ 145,000.00		
Full Depth HMA Patch		SYD		\$ -		
Milling / Planing	31566	SYD	\$ 2.50	\$ 78,915.00		
Overlay HMA	3 Inch 7575	Ton	\$ 90.00	\$ 681,750.00		
Overlay PCC	Inch	SYD		\$ -		
Driveways	40	EA	\$ 750.00	\$ 30,000.00		
ADA Ramps	60	EA	\$ 1,100.00	\$ 66,000.00		
Other:				\$ -	\$ 1,001,665.00	57.5%
NEW PAVEMENT:						
Curb & Gutter	5400	LFT	\$ 20.00	\$ 108,000.00		
Pavement - HMA	Inch	Ton		\$ -		
Pavement - PCC	Inch	SYD		\$ -		
Aggregate Base, 21AA	Inch	Ton		\$ -		
Paved Shoulders - HMA	3 Inch 1140	Ton	\$ 90.00	\$ 102,600.00		
Paved Shoulders - PCC	Inch	SYD		\$ -		
Gravel Shoulders	Inch	Ton		\$ -		
Other:				\$ -	\$ 210,600.00	12.1%
WORK ZONE TRAFFIC CONTROL: [Mandatory Min 6%]						
Arrow Boards	4	EA	\$ 1,000.00	\$ 4,000.00		
PCM Signs	4	EA	\$ 2,200.00	\$ 8,800.00		
Attenuators, Mobile	2	EA	\$ 5,000.00	\$ 10,000.00		
Temp Concrete Barrier Walls		LFT		\$ -		
Barricades	50	EA	\$ 75.00	\$ 3,750.00		
Plastic Drums	320	EA	\$ 26.00	\$ 8,320.00		

PROJECT ACTIVITY							Share of
Activity Details	Quantities	Units	Unit Costs	Detail Costs	ACTIVITY COSTS	CON TOTAL	
Flagger Control	1	LS	\$ 5,000.00	\$ 5,000.00			
Pavement Markings	24855	LFT	\$ 0.50	\$ 12,427.50			
		EA					
Signals & Electrical	1	LS	\$ 32,500.00	\$ 32,500.00			
Traffic & Detour Signs	1600	SFT	\$ 12.00	\$ 19,200.00			
Other: _____		LS		\$ -	\$ 103,997.50		6.0%
PERMANENT TRAFFIC CONTROL:							
Signs	275	SFT	\$ 15.00	\$ 4,125.00			
Signals		EA		\$ -			
Pavement Markings	35000	LFT	\$ 0.95	\$ 33,250.00			
		EA		\$ -			
Guard Rail, Type B		LFT		\$ -			
Other: _____		LS		\$ -	\$ 37,375.00		2.1%
PUBLIC UTILITY RELOCATION:							
Fire Hydrants		EA		\$ -			
Other: _____		LS		\$ -	\$ -		0.0%
RESTORATION:							
Topsoil _____ Inch		SYD		\$ -			
Seed & Mulch 3275		SYD	\$ 6.00	\$ 19,650.00			
Sod		SYD		\$ -			
Other Restoration				\$ -	\$ 19,650.00		1.1%
MISCELLANEOUS:							
Mobilization (10%)	1	LS	\$ 158,428.75	\$ 158,428.75			
Contingency		LS		\$ -			
Other Miscellaneous		LS		\$ -	\$ 158,428.75		9.1%

SUB-TOTAL CONSTRUCTION* \$ 1,742,716.25

*Use this number when filling out the Project Priority Rating Packet for RRR Projects Form on pages 9 & 10 when calculating Annual Unit Area Cost

Inflation Adjustment (10% Mandatory of Sub-Total): \$ 174,271.63

CONSTRUCTION ENGINEERING (15% of Construction Cost): \$ 287,548.18

TOTAL CONSTRUCTION PHASE (Include Inflation & CE): \$ 2,204,536.06

	PE	ROW	CON + CE	TOTAL
FUNDS REQUESTED (Max. 80% of Total Construction Phase)	N/A	N/A	\$ 1,763,628.85	\$ 1,763,628.85
LOCAL MATCH (20% min, more is allowed but STPU will be capped)	N/A	N/A	\$ 440,907.21	\$ 440,907.21

LOCAL MATCH Proposed as Percentage of Total Project

20.0%

Annual Unit Area Cost 2.1996

PREPARED BY:

Adam Uhlianuk
 Adam Uhlianuk
 Graduate Engineer II
 Hubbell, Roth & Clark, Inc.
 555 Hulet Dr
 Bloomfield Hills, MI 48302
 (248) 454-6311
 12/10/2021

Signature

Name

Title

Agency

Address

City, ZIP

Phone

Fax

Date Signed

APPROVED BY: (Must be Community Official)

Abdul Siddiqui
 Abdul Siddiqui, PE
 City Engineer
 Dec 10 2021 2:38 PM
 Abdul Siddiqui
 City Engineer
 City of Pontiac
 47450 Woodward Avenue
 Pontiac, MI 48342
 (248) 758-3615
 12/10/2021

TRAFFIC CLASSIFICATION & COUNTS

Hubbell, Roth & Clark, Inc.

Page 3

555 Hulet Dr.
Bloomfield Hills, MI 48302
248-454-6300

Site Code:
Station ID:
Location 1: AUBURN RD EB
Location 2: BETWEEN PADDOCK AND SANFORD
Direction: EB Only

File Name: Auburn_EB
Date Printed:
Start Date: 11/11/21
End Date: 11/11/21

Direction: EB Only

11/11/2021		>6 to 10'	>10' to 15'	>15' to 20'	>20 to 25'	>25 to 30'	>30 to 40'	>40' to 50'	>50 to 60'	>60 to 70'	>70 to 80'	>80'	
Time	0 to 6'	> 72 - 120	> 120 - 180	> 180 - 240	> 240 - 300	> 300 - 360	> 360 - 480	> 480 - 600	> 600 - 720	> 720 - 840	> 840 - 960	> 960 in.	Total
0:00	1	0	21	1	0	0	0	0	0	0	0	0	23
1:00	1	3	10	7	0	0	0	0	0	0	0	0	21
2:00	1	0	9	6	0	0	0	0	0	0	0	0	16
3:00	1	0	12	0	0	0	0	0	0	0	0	0	13
4:00	0	0	13	3	0	0	0	0	0	0	0	0	16
5:00	1	2	29	5	0	0	0	0	0	0	0	0	37
6:00	6	17	81	20	2	0	2	0	0	0	0	0	128
7:00	17	17	175	30	8	1	2	0	1	0	0	0	251
8:00	14	31	165	42	7	2	3	0	0	0	0	0	264
9:00	8	16	126	41	2	1	1	1	0	0	0	0	196
10:00	8	10	128	34	3	6	3	1	0	0	0	0	193
11:00	11	11	124	36	4	2	3	0	0	0	0	0	191
12:00	7	24	155	35	8	0	0	0	0	0	0	0	229
13:00	16	18	154	37	2	4	7	1	0	0	0	0	239
14:00	15	26	171	52	6	4	6	0	1	1	0	0	282
15:00	14	33	207	39	7	4	1	2	2	1	0	0	310
16:00	13	17	180	37	2	1	3	0	0	0	0	0	253
17:00	13	23	166	26	3	0	3	0	0	0	0	0	234
18:00	6	10	132	21	1	1	0	0	1	0	0	0	172
19:00	6	12	83	20	0	0	0	0	0	1	1	0	123
20:00	1	11	68	14	1	0	0	1	0	0	0	0	96
21:00	3	8	54	7	1	0	0	0	0	0	0	0	73
22:00	2	3	44	9	0	0	1	0	0	0	0	0	59
23:00	2	3	32	3	0	0	0	0	0	0	0	0	40
Total	167	295	2339	525	57	26	35	6	5	3	1	0	3459
Grand Total	167	295	2339	525	57	26	35	6	5	3	1	0	3459

76 EB Trucks & Buses

Hubbell, Roth & Clark, Inc.

Page 3

555 Hulet Dr.

Bloomfield Hills, MI 48302

248-454-6300

Site Code:

Station ID:

Location 1: AUBURN RD WB

Location 2: BETWEEN PADDOCK AND SANFORD

Direction: WB Only

File Name: Auburn_WB

Date Printed:

Start Date: 11/11/21

End Date: 11/11/21

11/11/2021	0 to 6'	>6 to 10'	>10' to 15'	>15' to 20'	>20 to 25'	>25 to 30'	>30 to 40'	>40' to 50'	>50 to 60'	>60 to 70'	>70 to 80'	>80'	Total
Time	0 - 72 in.	> 72 - 120 in.	> 120 - 180 in.	> 180 - 240 in.	> 240 - 300 in.	> 300 - 360 in.	> 360 - 480 in.	> 480 - 600 in.	> 600 - 720 in.	> 720 - 840 in.	> 840 - 960 in.	> 960 in.	
0:00	2	0	38	9	0	0	0	0	0	0	0	0	49
1:00	0	0	14	5	0	0	0	0	0	0	0	0	19
2:00	1	0	14	2	0	0	0	0	0	0	0	0	17
3:00	0	0	11	3	0	0	0	0	0	0	0	0	14
4:00	0	0	15	0	0	0	0	0	0	0	0	0	15
5:00	2	3	36	6	0	0	0	1	0	0	0	0	48
6:00	1	6	98	27	0	1	1	0	1	0	0	0	135
7:00	5	15	171	48	1	2	5	0	0	0	0	0	247
8:00	4	7	196	56	5	1	5	2	1	1	0	0	278
9:00	1	10	143	39	4	2	3	3	0	1	0	0	206
10:00	6	7	191	32	4	2	5	3	1	0	0	0	251
11:00	4	10	198	46	5	5	7	0	1	1	0	0	277
12:00	5	9	209	32	2	0	4	2	0	2	0	0	265
13:00	9	8	227	43	1	4	1	1	0	0	0	0	294
14:00	11	9	305	51	2	3	5	0	0	1	0	0	387
15:00	8	21	366	69	8	1	8	1	1	0	0	0	483
16:00	6	18	333	52	5	0	5	1	1	0	0	0	421
17:00	4	21	319	43	2	2	0	0	0	0	0	0	391
18:00	2	13	214	21	1	0	1	0	0	0	0	0	252
19:00	1	3	176	26	0	0	0	0	0	0	0	0	206
20:00	2	5	112	15	0	0	0	0	0	0	0	0	134
21:00	0	2	63	12	0	0	0	0	0	0	0	0	77
22:00	0	5	65	8	0	0	0	0	0	0	0	0	78
23:00	2	0	62	10	0	0	0	0	0	0	0	0	74
Total	76	172	3576	655	40	23	50	14	6	6	0	0	4618
Grand Total	76	172	3576	655	40	23	50	14	6	6	0	0	4618

Total Vehicles = 3,459 EB Vehicles (previous page) + 4,618 WB Vehicles = 8,077 Vehicles

76 EB Trucks & Buses (previous page)

99 WB Trucks & Buses

Heavy Vehicles = 76 EB Trucks & Buses (previous page) + 99 WB Trucks & Buses = 175 Trucks & Buses

HV% = 175 Trucks & Buses / 8,077 Vehicles = 2.17%

ACCESS MANAGEMENT IMPROVEMENTS

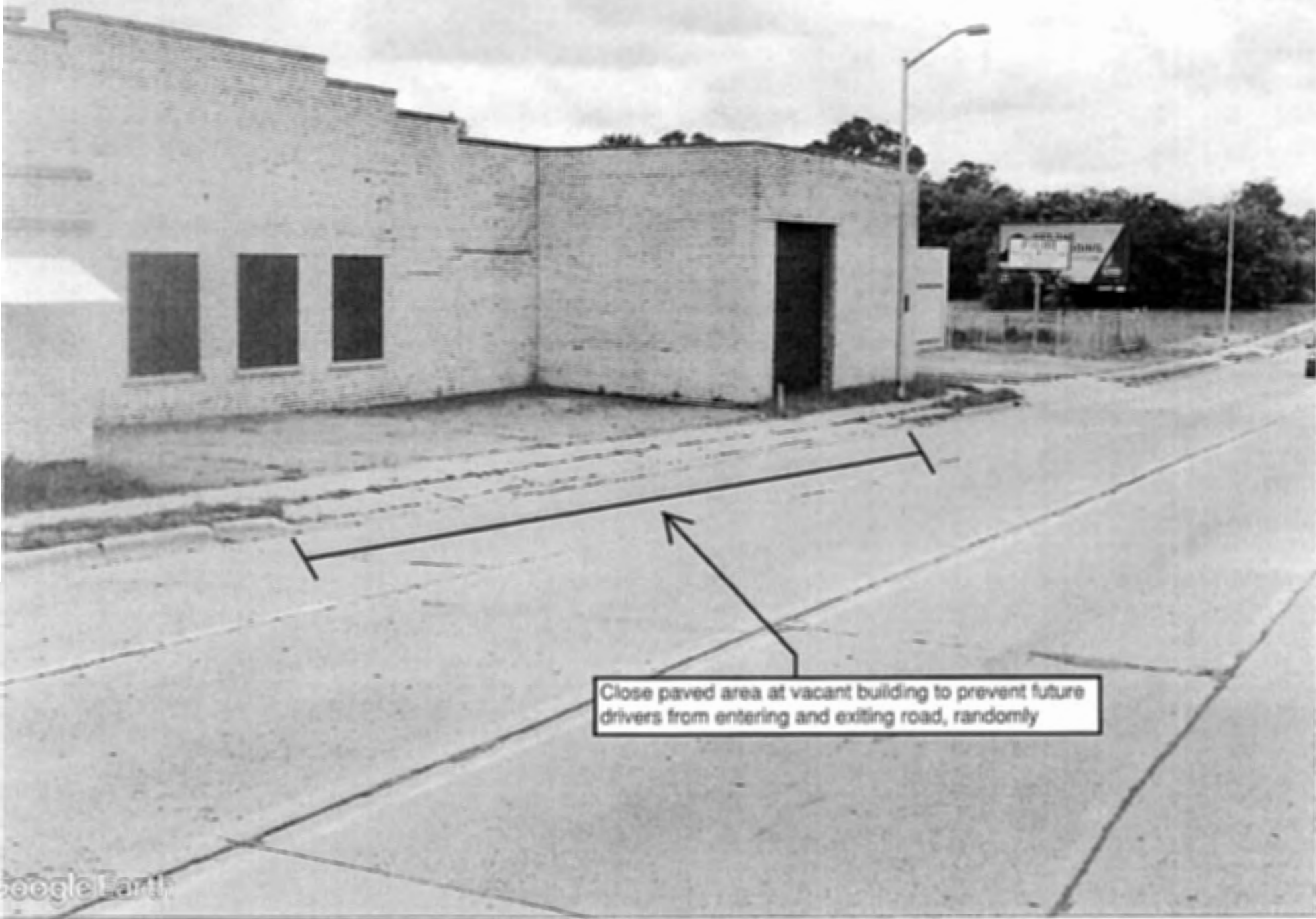


Access Management Improvement

Flooded Earth

Pavement Area

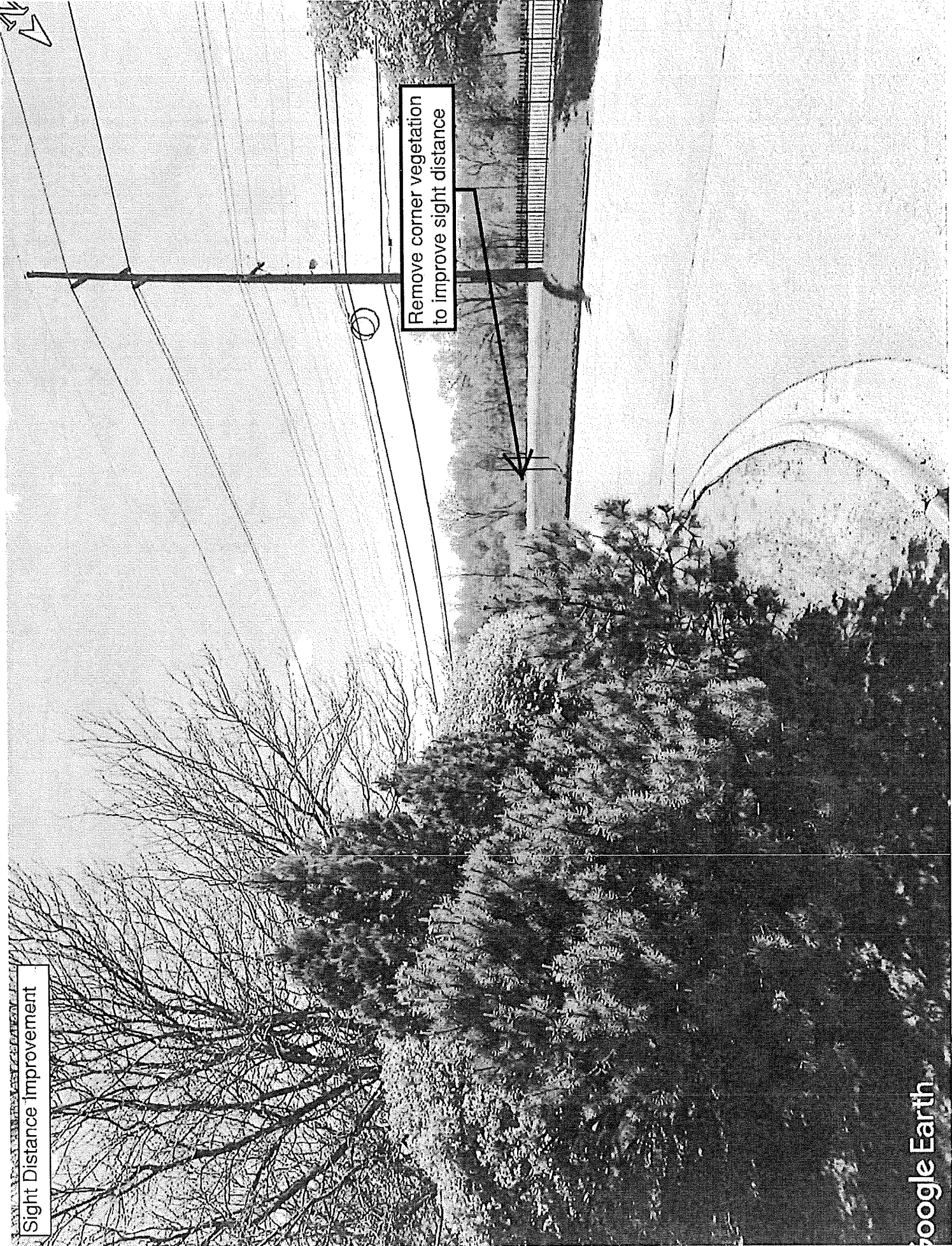
Handwritten Color Tagging



Close paved area at vacant building to prevent future drivers from entering and exiting road, randomly

SIGHT DISTANCE IMPROVEMENT





Sight Distance Improvement

Remove corner vegetation
to improve sight distance

#6

RESOLUTION

**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

Finance Department

TO: Honorable Pontiac City Council
FROM: Sekar Bawa, Senior Accountant / Controller
CC: Mayor Tim Greimel,
Deputy Mayor Khalfani Stephens
DATE: June 11, 2024
RE: **Council Resolution to Approve the Proposed Budget Amendment for Budget Year 2023-2024**

In accordance with the Pontiac Home Rule Charter, Sections 5.104 and 5.106, the Finance Department is requesting City Council authorization for the City Clerk to publish a notice of the proposed budget amendment for the fiscal year 2023-2024.

The proposed amendment involves modifications in the estimated revenue and appropriations across various funds, departments, and General Ledger (GL) accounts. The changes in the fund balances are as follows:

- **Fund 101 - General Fund:** Fund Balance Increase of \$808,592
- **Fund 202 – Major Streets:** Fund Balance Change \$0
- **Fund 212 - Senior Activities Millage:** Fund Balance Decrease of (\$83,200)
- **Fund 249 - Building Inspection Fund:** Fund Balance Increase of \$90,000
- **Fund 284 - Opioid Settlement Fund:** Fund Balance Increase of \$220,400
- **Fund 285 – ARPA:** Fund Balance Change \$0
- **Fund 659 - Insurance Fund:** Fund Balance Decrease of (\$268,200)

Detailed reasons for the proposed amendments and their corresponding GL account codes are provided in the attached document.

Please note that approval of these budget amendments is contingent upon the resolution to authorize the City Clerk to publish the notice of the proposed budget amendment, as well as one week after the publication of said notice.

Attachment: Budget Amendment Request

Budget Amendment Request							
GL NUMBER	DESCRIPTION	2023-24 BUDGET	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	Requested Increase / (Decrease)	Fund Balance Increase / (Decrease)	Justification for Budget Amendment Request
Fund 101 - General Fund							
Revenues:							
101-000-438.000	CITY INCOME TAX	19,200,000	19,690,441	(490,441)	500,000	500,000	Revenue Exceeded Expectations
101-000-646.000	ADULT-USE MARIHUANA LICENSE FEE	200,000	0	200,000	(150,000)	(150,000)	No Revenue Collected So Far
101-000-647.000	MEDICAL MARIHUANA LICENSE FEE	150,000	0	150,000	(125,000)	(125,000)	No Revenue Collected So Far
101-000-655.690	FINES - BLIGHT COURT	45,000	1,330	43,670	(40,000)	(40,000)	Revenue Collection Trend Below Expectations
101-000-665.001	Investments Income	3,316,059	4,113,462	(797,403)	800,000	800,000	Revenue Exceeded Expectations
101-000-671.000	MISCELLANEOUS REVENUE	5,000	99,927	(94,927)	94,900	94,900	Revenue Exceeded Expectations
101-956-699.280	TRANSFER IN FROM FUND 280	0	23,222	(23,222)	23,222	23,222	PA 48 TELECOMMUNICATION ALLOCATION Fund closed- No activity
	Net General Fund Revenue Increase				1,103,122	1,103,122	
Expenditures							
Dept 233 - Purchasing							
101-233-702.000	Salaries & Wages	124,509	155,831	(31,322)	55,000	(55,000)	The increase in payroll expenditures is primarily attributed to the adjustments made based on the recent compensation study.
101-233-702.004	Overtime Wages	0	932	(932)	1,000	(1,000)	
101-233-707.003	CELL PHONE STIPEND	600	787	(187)	300	(300)	
101-233-715.000	F.I.C.A. - City Contribution	9,526	12,266	(2,740)	4,000	(4,000)	
101-233-718.500	MERS EMPLOYER CONTRIBUTIONS	5,082	6,246	(1,164)	2,200	(2,200)	
101-233-721.010	Health Care Waiver	0	2,478	(2,478)	3,000	(3,000)	
101-233-723.001	Unemployment Compensation	0	876	(876)	1,000	(1,000)	
101-233-942.002	COPIER SUPPLIES	0	26	(26)	30	(30)	
	Total Dept 233 - Purchasing				66,530	(66,530)	
Dept 448 - Street Lighting							
101-448-924.001	Utilities street lighting	1,200,000	1,015,533	184,467	50,000	(50,000)	Expenditure Exceeded Expectations
	Total Dept 448 - Street Lighting				50,000	(50,000)	
Dept 690 - REDEVELOPMENT AND HOUSING							
101-690-702.000	Salaries & Wages	323,096	359,588	(36,492)	75,000	(75,000)	The increase in payroll expenditures is primarily attributed to the adjustments made based on the recent compensation study.
101-690-702.004	Overtime Wages	1,000	4,552	(3,552)	5,000	(5,000)	
101-690-707.003	CELL PHONE STIPEND	3,000	0	3,000	(3,000)	3,000	
101-690-715.000	F.I.C.A. - City Contribution	24,792	28,285	(3,493)	6,000	(6,000)	
101-690-723.001	Unemployment Compensation	0	1,783	(1,783)	2,000	(2,000)	
	Total Dept 690 - REDEVELOPMENT AND HOUSING				85,000	(85,000)	
Dept 925 - Debt Service							
101-925-995.084	INTEREST EXPENSE OTTAWA_PHOENIX	94,543	186,631	(92,088)	93,000	(93,000)	
	Total Dept 925 - Debt Service				93,000	(93,000)	
	Net General Fund Expenditure Increase				294,530	(294,530)	
	Net General Fund Balance Increase					808,592	

Budget Amendment Request							
GL NUMBER	DESCRIPTION	2023-24 BUDGET	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	Requested Increase / (Decrease)	Fund Balance Increase / (Decrease)	Justification for Budget Amendment Request
Fund 202 - MAJOR STREETS							
Revenues:							
202-000-539.00-MLKBRG	State Grants	0	0	0	1,000,000	1,000,000	
Net Revenue Increase					1,000,000	1,000,000	
Expenditures							
202-447-806.006-MLKBRG	Design Engineering Services	0	0	0	1,000,000	(1,000,000)	
Net Expenditure Increase					1,000,000	(1,000,000)	
Net Major Street Fund Balance change						0	
Fund 212 - Senior Activities Millage							
Expenditures							
Dept 815 - Senior Citizen Recreation Programs							
212-815-702.000	SALARIES & WAGES	253,628	256,970	(3,342)	30,000	(30,000)	The increase in payroll expenditures is primarily attributed to the adjustments made based on the recent compensation study.
212-815-702.004	Overtime Wages	9,000	46,901	(37,901)	40,000	(40,000)	
212-815-707.003	CELL PHONE STIPEND	0	140	(140)	200	(200)	
212-815-715.000	F.I.C.A. - City Contribution	20,015	23,761	(3,746)	4,500	(4,500)	
212-815-721.010	Health Care Waiver	0	5,124	(5,124)	6,000	(6,000)	
212-815-723.001	Unemployment Compensation	0	2,113	(2,113)	2,500	(2,500)	
Total Dept 815 - Senior Citizen Recreation Programs					83,200	(83,200)	
Net Senior Millage Fund Balance (Decrease)						(83,200)	

Budget Amendment Request							
		2023-24	YTD BALANCE	UNENCUMBERED	Requested	Fund Balance	
GL NUMBER	DESCRIPTION	BUDGET	05/31/2024	BALANCE	Increase / (Decrease)	Increase / (Decrease)	Justification for Budget Amendment Request
Fund 249 - BUILDING INSPECTION FUND							
Revenues							
249-000-477.003	Insp Building Permit	1,636,818	1,279,143	357,675	(325,000)	(325,000)	Revenue Collection Trend Below Expectations
249-000-477.004	Insp Plumbing Permit	188,413	53,618	134,795	(100,000)	(100,000)	
249-000-477.005	Insp Heating Permit	220,795	74,183	146,612	(135,000)	(135,000)	
Net Revenue (Decrease)					(560,000)	(560,000)	
Expenditures							
Dept 371 - BUILDING INSPECTION DEPARTMENT							
249-371-702.000	Salaries & Wages	1,858,245	1,246,315	611,930	(350,000)	350,000	The increase in payroll expenditures is primarily attributed to the adjustments made based on the recent compensation study.
249-371-707.003	CELL PHONE STIPEND	23,100	450	22,650	(20,000)	20,000	
249-371-715.000	F.I.C.A. - City Contribution	138,905	102,449	36,456	(18,000)	18,000	
249-371-718.500	MERS EMPLOYER CONTRIBUTIONS	66,386	24,258	42,128	(30,000)	30,000	
249-371-721.010	Health Care Waiver	6,216	23,855	(17,639)	20,000	(20,000)	
249-371-723.001	Unemployment Compensation	0	7,992	(7,992)	9,000	(9,000)	Expenditure Trend Below Expectations
249-371-804.000	Legal Services	36,000	0	36,000	(26,000)	26,000	
249-371-818.000	Other Professional Services	578,881	163,347	450,665	(200,000)	200,000	
249-371-931.001	Services - Building Maintenance	48,000	0	48,000	(35,000)	35,000	
Net Expenditure (Decrease)					(650,000)	650,000	
Net Building Inspection Fund Balance Increase						90,000	
Fund 284 - OPIOID SETTLEMENT FUND							
Revenues							
Dept 000							
284-000-685.000	OPIOID SETTLEMENT REVENUE	49,300	269,668	(220,368)	220,400	220,400	Revenue Collection Trend Exceeded Expectations
Net Revenue Increase					220,400	220,400	
Net Opioid Settlement Fund Balance Increase						220,400	

Budget Amendment Request							
GL NUMBER	DESCRIPTION	2023-24 BUDGET	YTD BALANCE 05/31/2024	UNENCUMBERED BALANCE	Requested Increase / (Decrease)	Fund Balance Increase / (Decrease)	Justification for Budget Amendment Request
Fund 285 - ARPA							
Revenues							
285-000-532.000-PRKFAC	Federal grants others	0	0	0	32,000	32,000	ARPA - Park Facilities Condition Assessments
285-000-532.000-APRCPK	Federal grants others	0	0	0	945,000	945,000	ARPA - Seven Community Parks Improvements
Net Revenue Increase					977,000	977,000	
285-818-818.000-PRKFAC	Other Professional Services	0	0	0	32,000	(32,000)	ARPA - Park Facilities Condition Assessments
285-818-818.000-ARPCPK	Other Professional Services	0	0	0	945,000	(945,000)	ARPA - Seven Community Parks Improvements
Net Expenditure Increase					977,000	(977,000)	
Net ARPA Fund Balance change						0	
Fund 659 - Insurance Fund							
Revenues							
659-000-671.000	MISCELLANEOUS REVENUE	0	4,897	(4,897)	4,800	4,800	Revenue Collection Trend Below Expectations
659-000-680.003	MEDICAL-EMPLOYER	1,921,280	1,943,866	(22,586)	22,500	22,500	
659-000-680.044	Optical/Hearing-Active	1,180	7,352	(6,172)	6,100	6,100	
659-000-680.200	MEDICAL - PFRS	1,627,172	1,874,984	(247,812)	247,800	247,800	
659-000-681.001	Life-Active	24,401	177,268	(152,867)	152,800	152,800	
659-000-683.001	Dental-Active	83,215	109,045	(25,830)	25,800	25,800	
Net Revenue Increase					459,800	459,800	
Expenditures							
Dept 861 - Retiree Fringes							
659-861-716.001	Medical Insurance - Retiree	2,006,755	1,916,407	(727,627)	728,000	(728,000)	Actual Expenditure Exceeded Expectation.
Net Expenditure Increase					728,000	(728,000)	
Net Insurance Fund Balance (Decrease)						(268,200)	



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE THE PROPOSED BUDGET AMENDMENTS FOR BUDGET YEAR 2023-2024

WHEREAS, the City of Pontiac, Michigan, is committed to maintaining sound fiscal management practices for the betterment of its residents and stakeholders; and

WHEREAS, it has become evident that adjustments to the fiscal year 2023-2024 budget are necessary to accurately reflect changes in estimated revenue and appropriations across various funds and departments; and

WHEREAS, a comprehensive analysis of the proposed budget amendments has been conducted, as detailed in the memorandum provided by the Finance Department which outlines the specific adjustments to be made; and

WHEREAS, it is imperative to inform the public of these proposed budget amendments to facilitate transparency, accountability, and public engagement in the budgetary process; and

WHEREAS, the budget amendment request is in compliance with Sections 5.104 and 5.106 of the Pontiac Home Rule Charter.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council Approves the Budget Amendments for Fiscal Year 2023-24 as attached and as follows:

Fund 101 - General Fund: Fund Balance Increase of \$808,592

Fund 202 – Major Streets: Fund Balance Change \$0

Fund 212 - Senior Activities Millage: Fund Balance Decrease of (\$83,200)

Fund 249 - Building Inspection Fund: Fund Balance Increase of \$90,000

Fund 284 - Opioid Settlement Fund: Fund Balance Increase of \$220,400

Fund 285 – ARPA: Fund Balance Change \$0

Fund 659 - Insurance Fund: Fund Balance Decrease of (\$268,200)

FOR THE CITY:

APPROVED AS TO FORM:

City Attorney

FOR THE CITY COUNCIL:

City Council

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council

FROM: Department of Grants & Philanthropy

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **Resolution to Accept \$130,000 from Oakland Livingston Human Resources Agency to Administer the Oakland Senior Chore Program and to Execute the Grant Agreement**

The United States Department of Treasury has issued a final rule, and other guidance for qualified uses of Local Fiscal Recovery Fund ("LFRF") in accordance with the American Rescue Plan Act. Those qualified uses include responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Oakland County has been allocated \$244,270,949 in LFRF dollars under ARPA. Oakland County has determined that the Senior Chore grant program is a qualified use of LFRF funds. On October 17, 2023, the Oakland County Board of Commissioners awarded grants to various agencies including the Oakland Livingston Human Resources Agency or OLHSA, to fund the Senior Chore Program.

The City of Pontiac, through a grant application and review process, has been awarded \$130,000 to administer the Oakland Senior Chore Grant Program. As a subrecipient of the described funding, the grant agreement sets forth the following terms as for those eligible for the mini grants:

- Must be at least 62 years of age with an income at or under 80% of HUD area median income.
- Income eligible residents who are younger than 62 with a physical disability.
- Eligible services are lawn mowing, yard clean-up, bush Trimming, Gutter Cleaning, and snow removal.

Funding for this grant must be expended by July 30, 2026. Therefore, based on the information provided herein, the Grant and Philosophy Department recommends that the Pontiac City Council accept the \$130,000 in grant funding from the Oakland Livingston Human Services Agency as a subrecipient for the Oakland Senior Chore Grant Program and to execute the described agreement which states how the funds are to be disbursed, eligible uses and reporting requirements.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION FOR APPROVAL TO ACCEPT \$130,000 FROM THE OAKLAND LIVINGSTON HUMAN SERVICES AGENCY FOR THE SENIOR CHORE GRANT PROGRAM AND TO EXECUTE AN AGREEMENT TO ADMINISTER THE PROGRAM

WHEREAS, the City of Pontiac was awarded the Oakland Senior Chore Program Grant on May 14, 2024, in the amount of \$130,000; and

WHEREAS, the Grantor, Oakland Livingston Human Service Agency (OLHSA) will distribute the grant funds to the City of Pontiac as a subrecipient of the American Rescue Plan Act funding; and

WHEREAS, the City must comply with all federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Contract is signed by both Parties; and

WHEREAS, the Grantee shall disburse all grant funds it receives under this agreement with OLHSA by July 30, 2026. Any grant funds not used by that date must be returned to Grantor; and

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council hereby approves the Grant Agreement for \$130,000 between the City of Pontiac and Oakland Livingston Human Service Agency (OLHSA) to be used for the Oakland Senior Chore Program.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor or the Mayor's Designee to execute an agreement to administer the Oakland Senior Chore Program grant funding by July 30, 2026, in compliance with federal guidelines and the grant agreement.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney



Grant Agreement

ARPA Senior Chore Program

This master agreement establishes terms between the following parties:

Grantor:

Oakland Livingston Human Service Agency
196 Cesar E. Chavez Avenue
Pontiac, MI 48342

Grantee:

City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

Source of Funding: US Department of Treasury through Oakland County, Michigan

Unique Federal Award Identification Number (FAIN): SLFRP2640

ALN/CFDA Number/Name: 21.027; CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Project Title: Oakland Senior Chore Program

Pass Through Entity: Oakland Livingston Human Service Agency

Overview:

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

The United States Department of Treasury has issued a final rule, and other guidance for qualified uses of LFRF. Those qualified uses include responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Oakland County has determined that this grant program is a qualified use of LFRF funds pursuant to the final rule and other applicable Department of Treasury guidance. On October 17, 2023, the Oakland County Board of Commissioners appropriated up to \$3,000,000 in LFRF funds for OLHSA and the Senior Chore Program.

The Grantee, through a grant application and review process, has been selected as a subaward recipient of the LFRF funds appropriated by the Oakland Grantor Board of Commissioners. This grant agreement sets terms to accomplish the disbursement, use, and reporting of these funds.

The parties agree:

1. **Grant Funding:** Subject to the terms and conditions of this Contract, and in reliance upon the Grantee's affirmations set forth below, the Grantor agrees to make, and the Grantee agrees to accept, the grant funds.
 - a. Grantor will distribute \$130,000 in grant funds to Grantee.
 - b. Grantee Federal EIN: 38-6005034
 - c. Grant Award Date: May 14, 2024
 - d. Period of Performance Start and End Date: May 14, 2024 to July 30, 2026
 - e. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect Costs are not eligible for this Contract.
 - f. Primary Contact Person for Grantor: Marie Verheyen, Program Manager
mariev@olhsa.org, 248-895-4273
 - g. Primary Contact Person for Grantee: Renee Hall, Grant Compliance Analyst
 - h. Phone Number and Email of Primary Contact Person for Grantee:
rhall@pontiac.mi.us, 248-758-3114
 - i. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with the guidelines for ARPA funds. Exhibit A
2. **Grantee Affirmations:**
 - a. Grantee affirms that any and all representations made to Grantor in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been relied on by the Grantor to provide funding under this Contract. Grantee shall promptly notify Grantor, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation

or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Contract.

- b. Grantee will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Contract is signed by both Parties.
 - c. Grantee may not use grant funds for expenses for which the Grantee has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Grantee shall promptly notify Grantor if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Contract. Grant funds may not be used to cover expenses that were reimbursed by insurance.
 - d. Grantee shall not carry out any activities under this Contract that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the Grantor to the Grantor. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Grantee shall use all grant funds it receives under this Contract by July 30, 2026. Any grant funds not used by that date must be returned to Grantor.
 - f. Grantee understands that the grant funds it receives under this Contract are a subaward of Grantor's LFRF funds, and that Grantor is required to manage and monitor any subrecipient of LFRF funds. Therefore, Grantee agrees to comply with any subrecipient monitoring requirements established by Grantor or by Federal law.
3. **Repayment/Remedies:** Grantee is subject to repayment to the Grantor of an amount equal to the grant funds received by Grantee in the event Grantee has made material misrepresentations to the Grantor in its Application, voluntary bankruptcy or insolvency

proceedings are commenced against the Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Contract. In the event Grantor later determines the information Grantee provided in conjunction with this Contract, or that Grantee was ineligible for the grant funds, or that Grantee's use of the grant funds following receipt was contrary to this Contract, Grantee agrees to repay the grant funds to Grantor in full. Grantor further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies. Any grant funds not retained for administrative costs or used for established senior chore program goals at the conclusion of the Contract/grant shall be returned to Grantor within 30 days.

4. **Grantee Indemnification**: To the extent provided by law, Grantee shall indemnify, defend, and hold the Grantor harmless from all Claims, incurred by or asserted against the Grantor by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Grantee or Grantee's Employees. This agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Grantee. Nothing in this contract shall be construed as a waiver of governmental immunity. Grantee further agrees to indemnify and hold Grantor harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Contract as described in Section 6.
5. **No Indemnification from Grantor**: Grantee shall have no rights against Grantor for indemnification, contribution, subrogation, or any other right against Grantor unless expressly provided herein.
6. **Tax Liability**: Grantor and Grantee agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Grantee agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Grantee acknowledges that Grantee will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so.
7. **Conflict of Interest**: Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Grantee shall disclose to Grantor the identity of all Grantee Employees and all relatives of Grantee Employees who: a) are employed by the Grantor or are elected or appointed officials of the Grantor, on the date this Contract is executed; and b) becomes employed or appointed by the Grantor or becomes an elected official of Grantor during the term of the Contract.
8. **Access to Records and Audit**: Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Contract. Grantor reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this exhibit.

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

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

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Grantee spends \$750,000 or more in federal awards during their fiscal year.

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

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Grantee monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Grantee to comply with the audit requirements will constitute a violation of this Contract. Grantee may be required to submit a copy of that audit to the Grantor in accordance with the Uniform Guidance.

9. **Reporting:** Grantee shall provide quarterly reports that are due to Grantor according to the below schedule:

Performance Report Period
May 14, 2024 to June 30, 2024

Due Date
July 10, 2024

July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

The following reporting information related to senior chore services has been identified by Oakland County as data to be reported on a quarterly basis:

- a. Recipient demographics – including race, age, ability status, and ethnicity
- b. Services Provided- the number of households served during the quarter and the type of service delivered
- c. Progress report- narrative on activities performed

See Exhibit B 1 & 2

- 10. Compensation:** Grantee shall be reimbursed on a quarterly basis for actual expenses and shall submit an expense report with a detailed general ledger supporting the expenses according to the below schedule.

Expense Report Period	Due Date
May 14, 2024 to June 30, 2024	July 10, 2024
July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

See Exhibit C

- 11. Compliance with Laws:** Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Contract and grant. This includes the following:

- a. Grantee must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information Grantor designates as sensitive or the Grantee

considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Grantee must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Contract and made a part of this Contract.

12. **Assignment**. Grantee may not assign any of its rights or obligations under this Contract to any person or entity.

13. **Electronic Signatures**. This Contract may be signed in counterparts with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.

The Parties agree to the above terms and conditions:

FOR THE GRANTEE:

Signature: _____

Name:

Title:

Date:

FOR THE GRANTOR:

Signature: _____

Name: Susan Harding

Title: Chief Executive Officer

Date:

EXHIBIT A: ALLOWABLE ACTIVITIES AND USE OF FUNDS

- A. **Planning Activities-** Mini-grant funds may be used for research, needs assessment, technical assistance engagement, and program design activities.
- B. **Direct Services:** Mini-grant funds must be used on yard services for residents who are at least 62 years of age with an income at or under 80% of HUD area median income. CVTs may also elect to serve income eligible residents who are younger than 62 with a physical disability. If the number of qualifying households exceeds the amount of available funds, CVTs may establish stricter eligibility criteria based on priorities designed to serve those most in need such as the oldest or lowest income residents.

Through staffing or contractors, CVTs will provide some or all of the following yard services:

- Snow removal*
- Lawn mowing*
- Yard Clean Up
- Bush Trimming
- Gutter Cleaning

CVTs may use a written self-declaration of age and income and are not required to collect proofs. CVTs must establish written policies on eligibility, prioritization processes, and enrollment procedures. CVTs must create and maintain a waiting list of eligible applicants once capacity has been reached. CVTs must comply with non-discrimination practices in their outreach and enrollment. CVTs must engage in outreach to make those most in need aware of the services.

Mini-grant funds may be used for program promotion and outreach, enrollment, and ongoing program coordination activities.

NOTE: CVTs may allocate 15% of their award to OLHSA to provide the following activities:

- Promote and perform outreach to recruit seniors for the senior yard program
- Send enrollment packets and correspondence prior to each season to existing participants
- Assist new prospective participants with application procedures
- Collect eligibility documentation
- Certify and enroll applicants
- Provide a list of eligible clients to municipality within established timeline.
- Continue to collect applications, certify eligibility, maintain a waiting list, and move people off the waiting list as vacancies in the program occur

- Provide referrals and linkages to enrolled clients, ineligible applicants, and those on the waiting list

C. Program Administration

- Reporting- fiscal and performance reporting activities
- Contractor Oversight
- Evaluation- review of program successes and course corrections; analyzing consumer input and satisfaction
- Sustainability – researching and securing long term funding

EXHIBIT B1

ARPA Senior Chore Program

Community Name: _____

Reporting Period: _____

Please describe the activities performed during the reporting period in the following categories. You might not have something to report in every category each quarter.

1. Planning and assessment activities:
2. Outreach and marketing activities:
3. Contractor engagement activities:
4. Enrollment/recruitment activities:
5. Program development activities:
6. Evaluation activities:
 - a. Program Progress (outcomes and outputs):
 - b. Lessons learned:
 - c. Program modifications/course corrections made:
7. Program transition/continuation activities

#8

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council

FROM: Alicia Martin, Purchasing Manager

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **RESOLUTION TO APPROVE BID AWARDS AND TO EXECUTE AGREEMENTS WITH CATHOLIC COMMUNITY RESPONSE TEAM, GIRLS MATTER DBA KIDS EMPOWERED ON THE MOVE, THE BALDWIN CENTER, INC., AND E-COMMUNITY OUTREACH SERVICES FOR HOMELESSNESS INTERVENTION SERVICES**

The Purchasing Manager requests that the City Council approve the Mayor or Deputy Mayor to award the bid and execute a City agreement for the Homelessness Intervention Initiative. The solicitation process for this project complies with the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 about major purchases.

The purchasing manager posted the Homelessness Intervention Initiative Request for Proposal (RFP), Solicitation No. 24-34S to BidNet and the City of Pontiac's Purchasing Solicitation web page on March 1, 2024. The purchasing manager held the Prebid Conference on April 12, 2024, the Questions Acceptance Deadline was April 19, 2024, and the Solicitation Closing Date was April 26, 2024. A total of thirty-four firms requested documents. A total of five firms submitted a proposal and the committee decided that four of the agencies' mission, approach, and methodology for servicing the community were more in line with what the committee was seeking, as stipulated in the Request for Proposal. The purchasing manager tabulated all bids and verified that the agencies were registered to conduct business in the State of Michigan. The purchasing manager emailed the evaluation results to the evaluation committee on June 20, 2024. Please refer to Exhibit A for tabulation details.

The Purchasing Division is recommending that an award is made to the Catholic Community Response Team, Girls Matter dba Kids Empowered on the Move, The Baldwin Center, Inc., and E-Community Outreach Services as indicated in Exhibit A.

The project will use funds from General Ledger Account 101-690-956.241 – Contributions-Homeless Prevention. The total award for all agencies who responded to this RFP is **\$225,000**.

In compliance with the Pontiac Municipal Code, Division Chapter 2, Article III, Division 2, Sections 2-517 through 2-519, the Purchasing division recommends approval of the contracts as provided herein.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO APPROVE THE BID AWARDS AND TO EXECUTE AGREEMENTS WITH CATHOLIC COMMUNITY RESPONSE TEAM, GIRLS MATTER DBA KIDS EMPOWERED ON THE MOVE, THE BALDWIN CENTER, INC., AND E-COMMUNITY OUTREACH SERVICES FOR HOMELESSNESS INTERVENTION SERVICES

WHEREAS, the City of Pontiac requires the award of the bid and execution of a City agreement for the Homelessness Intervention Initiative; and

WHEREAS, a total of thirty-four firms requested the bid documents, and five firms submitted proposals; and

WHEREAS, the purchasing manager tabulated all bids and verified that the agencies were registered to conduct business in the State of Michigan; and

WHEREAS, the purchasing manager recommends awarding an agreement to the Catholic Community Response Team, Girls Matter dba Kids Empowered on the Move, The Baldwin Center, Inc., and E-Community Outreach Services as indicated in Exhibit A; and

WHEREAS, funds are appropriated in the General Fund account 101-690-956.241 – Contributions-Homeless Prevention and will be expensed as invoiced in accordance with the cost stated within the agreement for a Not-to-Exceed amount per agency for total compensation to all agencies that will not exceed \$225,000; and

WHEREAS, the purchasing manager has ensured that the purchase follows the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519.

NOW THEREFORE BE IT RESOLVED that the City Council authorizes the Mayor or Mayor's Designee to award the bids and to execute agreements for the Homelessness Intervention Initiative with the Catholic Community Response Team, Girls Matter dba Kids Empowered on the Move, the Baldwin Center, Inc., and E-Community Outreach Services as indicated in the evaluation tabulations.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Homelessness Initiative Tabulation

Solicitation No. 24-34S

Organization	Year Established	Population Served	Initial Council Request (\$)	Average Proposed Request (\$)	Average Scope Category (#)	Final Recommendation
ART Community Development Corporation	2024	110-160 individuals	\$ -	\$ -	0	\$ -
Catholic Community Response Team	2023	13,000 individuals	175,000	151,667	1st Place	150,000
Girls Matter DBA Kids Empowered On The Move	2006	200 families	-	12,500	2nd Place	12,500
The Baldwin Center, Inc.	2006	30,000 meals per yr.	25,000	23,333	4th Place	25,000
E-Community Outreach Services	2020	60-120 families	25,000	37,500	3rd Place	37,500
		Total:	\$ 225,000	\$ 225,000		\$ 225,000

Evaluation Committee Responses

	Eval. 1	Eval. 2	Eval. 3	Average Score	Eval. 1	Eval. 2	Eval. 3	Average Score	Eval. 1	Eval. 2	Eval. 3	Average Score	Eval. 1	Eval. 2	Eval. 3	Average Score
Scope Category	Catholic Community Response Team				E-Community Outreach Services				Girls Matter DBA Kids Empowered On The Move				The Baldwin Center			
Emergency Housing	0	4	5	3	0	0	1	0	5	5	3	4	0	5	4	3
Safety and Security	5	5	5	5	4	0	1	2	3	5	2	3	5	5	3	4
Basic Needs	5	0	5	3	4	4	1	3	4	5	1	3	5	3	2	3
Housing Placement and Support	5	5	5	5	4	0	1	2	0	4	4	3	0	0	1	0
Prevention Services	5	5	5	5	4	4	1	3	0	4	1	2	0	0	1	0
Financial Assistance	2	0	5	2	5	5	1	4	3	4	1	3	5	0	1	2
Job Transportation Assistance	5	5	5	5	3	3	1	2	0	3	1	1	0	2	1	1
Case Management and Support Services	3	4	5	4	2	0	1	1	0	2	1	1	0	3	1	1
Supportive Services (Other)	3	4	5	4	2	0	1	1	0	0	1	0	0	3	1	1
Subtotal:	33	32	45	37	28	16	9	18	15	32	15	21	15	21	15	17
	1st Place				3rd Place				2nd Place				4th Place			

Note: Average score rounded up to the tenth place.

Proposed Award (\$)	Catholic Comm.	E-Community	Girls Matter	Baldwin Ctr.	Subtotal
Evaluator 1	120,000	80,000	-	25,000	225,000
Evaluator 2	160,000	20,000	25,000	20,000	225,000
Evaluator 3	175,000	12,500	12,500	25,000	225,000
Average Award (\$):	\$ 151,667	\$ 37,500	\$ 12,500	\$ 23,333	225,000



Submission For City of Pontiac Homeless Initiative Proposal

Barbara Williams

Catholic Community Response Team

April 22, 2024

Submission Includes

Proposal Includes all requested information

Operating Budgets CCRT Fiscal Year ending 06/30/2022 and 06/30/2023

Profit and Loss Statement Fiscal Year ending 06/30/2022 and 06/30/2023

List of Services Provided to Pontiac Residents year 06/30/2023 and year to date 06/30/23
to 04/20/2024

IRS Determination Letter

W9, Charitable Solicitation Registration, Sales Tax License

CATHOLIC COMMUNITY
RESPONSE TEAM

City of Pontiac
Homeless Initiative Proposal

The Organization – Catholic Community Response Team

CCRT established in 2004, originally an organization of the Pontiac Area Vicariate, CCRT is a Non-profit Public Charity 501c(3) agency, which maintains close ties with its founding supportive churches.

The organization mission and vision are confined to the service area of Pontiac, Michigan which ranks 23rd of 56 mid-size Michigan cities for evictions per year and a 34% poverty rate among its citizens, the highest concentration in Oakland County and twice that of the state of Michigan (14.2%). Our organization offers services in the core areas of eviction protection, security deposits, utility payment plans, food, clothing, furniture, identification cards and birth certificates, without discrimination in keeping with all federal and state laws.

Vision and Mission Statement

Vision: Pontiac's preeminent nonprofit for establishing stable households through financial assistance and programing that builds sustainability for its citizens.

Mission Statement: Inspired by the Gospel of Jesus, CCRT provides direct support and referral services to those struggling to meet their basic needs. The Catholic Community Response Team (CCRT) exists to provide financial and material services to find and stabilize households in crisis within the city of Pontiac, Michigan.

Values

We act with respect, dignity and tolerance for clients, volunteers, and affiliated community organizations. Our financial support to households is guided by the principle of Catholic Social Teachings and trust in our clients' honesty. Collaboration with other community nonprofit organizations is focused on achieving a positive outcome for our mutual clients. We are accountable for donations and grants and transparent in our stewardship of these financial resources.

Organization's History

The Catholic Community Repose Team was created in March 2004 by the Pontiac Area Vicariate. It was organized to respond to the immediate needs of shelter, clothing and food

CATHOLIC COMMUNITY RESPONSE TEAM

from Pontiac residents that was far greater than the local Catholic parish could address and coordinate the resources of churches in the surrounding Vicariate offering to help.

Initially in 2004 CCRT provided referral services the organization quickly moved to providing food and clothing partnering with Ladies of Charity located nearby in Bloomfield Hills. Toiletries are collected by parishes and provided to clients free of charge integrated with distribution of food and clothing. Within 3 years CCRT started providing financial support for the prevention of evictions, security deposits and utility shut offs. Furniture donated to CCRT became a secondary revenue stream and source for beds, dressers and other home furnishings for clients reestablishing a permanent home within Pontiac. Furniture is provided free to those coming out of homelessness or other emergency situations. Over the years CCRT has responded to other needs by providing many wrap-around services such as identification documents, birth certificates, bike transportation.

IN 2014 CCRT was offered the opportunity to partner with Other's First to bring 1000 Thanksgiving dinners to Pontiac residents and has continued that tradition for 10 years. Since then, we have added other Community Events including Easter Baskets, Community Baby Shower, Back to School clothes, DEI workshops and Cozy Christmas Baskets

Early on CCRT partnered with Catholic Social Services of Oakland County to add clients of CCRT to their various learning programs on parenting, early education and literacy. In 2017 CCRT began directly offering *The Getting Ahead Program* to provide people in poverty the tools and support necessary to "Get Ahead" in today's world. Working in a group-learning environment, participants investigate poverty, as well as the impact on their community, providing critical information to take action to change their future outcomes.

Human Resources and Structure

The Catholic Community Response Team is organized as an 501c3 Public Charity and operates under a Board of Directors with a paid part-time staff of three; Executive Director, Assistant Director/Program Coordinator and Bookkeeper/Accountant. The scope of the work of CCRT is carried out by its more than 150 volunteers. Volunteers are vital to the accomplishments of CCRT and work in a variety of roles. Office volunteers answer phones, schedule appointments and help provide intake services for our neighbors in need. Our Furniture Warehouse team, collect and deliver food, clothing and toiletries, pick up donated furniture and deliver furniture to clients as needed. They raise funds for the organizations by hosting rummage sales of overflow donated items. Our Getting Ahead volunteers provide trained facilitators for our

CATHOLIC COMMUNITY RESPONSE TEAM

programs and work to develop mentors to continue the support of participants once the program has been completed.

Director/Program Coordinator is responsible for organization, management and leadership of volunteers executing the day-to-day activities of Catholic Community Response Team. Establishes plans, policy, and procedures for the organization. Director is responsible for overseeing the deployment of financial resources, the yearly financial plan and accountable for income and expenses. Has the authority to enter into contracts with landlords, utility providers, consultants, and service providers as necessary for the physical operation of its office. Represents the organization to outside agencies, establishes partnerships and collaborations with the community. Periodically reports to the Board of Directors on performance of the mission, relations with other Collaborators, Governments Offices, Community Agencies, Christian Service committees of supporting parishes and Volunteers. The Executive Director is currently Barbara Williams. She has held this position since the inception of the organization. Prior to working for Catholic Community Response Team, Barbara was a Vice President with Michigan National Bank of Detroit and served as Retail Banking Officer managing 14 branches in the Western District from Detroit to Canton.

Assistant Director/Program Coordinator is responsible for day-to-day service to clients, coordination and publication of the monthly volunteer schedule, submission of monthly payments to the Michigan Secretary of State for reimbursement of clients' identification cards. Monitoring the status of office equipment, including coordination of routine service maintenance, updating of computer hardware and software as necessary. Acts on behalf of the Director/Program Coordinator when absent. The current Assistant Director is Margaret White who has been in this position for 4 years. Prior to working for CCRT, Margaret was employed as an Engineering Group Manager for General Motors Corporation for over 25 years.

Bookkeeper/Accountant, a direct report to the Executive Director, is responsible for financial statements of the organization, yearly and quarterly reconciliation of the organization financial records. Controls the CCRT checking account and responsible for safeguard the funds contained in it. Prepares all checks, supported by proper documentation, to fulfill client financial needs. Prepares letters of acknowledgement of all donations to CCRT in accordance with state and federal tax codes. Prepares Michigan sales tax payments from furniture after rummage sales. Prepares CCRT's Form 990, Return of Organization Exempt from Income Tax, submits to the Director for signature and files with the Internal Revenue Service each year. Has direct responsibility for the collection, accounting, and safeguarding of all donations, grants, subsidies and other funds given to the Catholic Community Response Team. The current

CATHOLIC COMMUNITY RESPONSE TEAM

Accountant at CCRT is Carol Kranz. Carol Kranz has held this position for 10 years. Prior to working with CCRT, Carol worked for several small businesses as their accountant.

Funding Sources

Core fundraising activities which provide the bulk of our financial resources are: CCRT's Annual Fund Drive, Tithing from our founding churches, weekly furniture and quarterly rummage sales, CCRT's annual fund appeal, and community grants from the Lulu Wilson Trust, Village Club, Catholic Foundation of Michigan, Eagles for Children, 100 Women Who Care, PNC Bank, Alliance Catholic Credit Union, The Women's Fund, ongoing contributions by The Women for All Seasons, and Fox Run Communities. These are sometimes supplemented by matching fund commitments from St. Thomas More Saint Vincent de Paul (SVdP) council to clients' financial needs generally matched at a rate of 80/20%. Sustaining the goodwill of annual donors, community trust/grantees, and St. Thomas More SVdP is accomplished by continuous engagement during the program year. An annual golf outing has been added recently. A larger fundraising "GALA- Hearts-A-Glow" is held every five years. Funding Sources are indicated on our attached Income Statement.

Program Description

Pontiac City Homelessness Initiative

Objective: To reduce homelessness by providing programs and assistance that focus on resources to achieve active stable housing and self-sufficiency in order to maintain their current housing when at risk of becoming homeless **and** to regain housing for those transitioning out of homelessness.

Target Population: City of Pontiac residents or homeless individuals with demonstrated ties to the Pontiac Community either by previous residence or employment. And with income below 150% poverty levels (2024 Federal Poverty Guidelines)

Activities: Funding for eviction prevention, Security Deposits, Wrap-A-Round Services including but not limited to: transportation costs, car repair, identification documents, utility payments, food and clothing assistance, budgeting support and job skills. Short term guaranteed rent, participation in Getting Ahead Program for resource building. Participants referred as needed to legal aid, mental health and healthcare services.

Outcomes: Achievement of stable and secure housing for those individuals and families assisted for at least a 12-month period.

CATHOLIC COMMUNITY
RESPONSE TEAM

Methods for Tracking: Number of individuals provided with assistance including those receiving rent assistance, security deposit assistance or other wrap-around services including but not limited to utility support, identification documents, food, clothing, tracking number of Participants in Getting Ahead Program. Tracking number of times those receiving assistance repeat homelessness.

Timeline: 24 months from receipt of funding

**CATHOLIC COMMUNITY
RESPONSE TEAM**

Proposed Budget Expenditures*

Based on Award of \$175,000.00

Rent to Prevent Evictions \$65,000

Security Deposits \$65,000

Wrap-around Services \$36,250

Report/Accounting Costs \$ 8750*

TOTAL \$175,000

*Amounts in categories could change subject to demand of requests

*Administrative Reporting Costs not to exceed 5% of award

This funding will be in addition to funding available through CCRT current programs. Funding at CCRT currently at maximum of \$1,000.00 per family, subject to funds available.

Maximum award to any family unit from City Funding will be \$2,000.00

Minimum number of individuals/families served 83

2:44 PM
08/23/22
Cash Basis

Catholic Community Response Team
Profit & Loss
July 2021 through June 2022

	Jul '21 - Jun 22
Ordinary Income/Expense	
Income	
0503.2 Servant's Entrance Fund	250.00
0506.7 CCRT Fundraising Inc	430.00
0508 - Interest Receipts	135.96
0508.1 - AOD LDP Savings	304.52
0509.3 - CCRT Income	
0509.3c - CCRT Client Service	17,204.00
0509.3f Village Women's Club	9,000.00
0509.3i Bedding Fund	57,984.00
0509.3j Rice Bowl, Literacy &	-130.78
0509.3k CCRT Unrestricted Funds	59,295.00
0509.3l Parish Tithing	15,475.00
0509.3m Annual Fund Raiser	78,749.69
0509.3n Women for All Seasons	6,025.00
0509.3p - Catholic MI Foundatio	5,000.00
0509.3q Lula Wilson Grant	2,000.00
0509.3t Golf Fundraiser	22,028.07
0509.3 - CCRT Income - Other	1.00
Total 0509.3 - CCRT Income	272,630.98
Total Income	273,751.46
Expense	
5201 - Christian Service Wages	24,303.77
5204 - CS-General Expenses	
5204.1a Postage, Supplies	2,225.23
5204.2 Telephone & Internet	4,393.38
5204.5 CCRT Rent Expense	6,000.00
5204.9 Other General Expenses	3,042.29
5204 - CS-General Expenses - Other	743.89
Total 5204 - CS-General Expenses	16,404.79
5216 Christian Service Programs	
5216.4 Outreach Tithing	0.00
5216.4a From Operations	0.00
5216.4b Fundraising Expense	375.00
5216.4d CCRT Client Services	53,532.83
5216.4e Client Services Util	38,577.05
5216.4f Village Women's Club	15,305.00
5216.4g Birth Certificates	1,435.50
5216.4i Bed Fund Expense	28,216.67
5216.4k Rice, Literacy & Other	2,681.60
5216.4q Lula Wilson Expenses	10,962.77
5216.4R Oakland County EOG	
5216.4r1 Oakland County EOG Ren	500.00
Total 5216.4R Oakland County EOG	500.00
5216.4s PNC Women's Housing	500.00
5216.4t Golf Fundraiser Expens	9,539.61
Total 5216 Christian Service Programs	161,626.03
Total Expense	202,334.69
Net Ordinary Income	71,416.87
Net Income	71,416.87

2:33 PM
08/23/22
Cash Basis

Catholic Community Response Team
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1100 - Checking Account	406,504.93
1206 - AOD LDP CCRT Savings	<u>81,645.24</u>
Total Checking/Savings	488,150.17
Other Current Assets	
1000 - Petty Cash	200.00
1000.2 - Petty Cash - CCRT	<u>-200.00</u>
Total Other Current Assets	<u>0.00</u>
Total Current Assets	<u>488,150.17</u>
TOTAL ASSETS	<u><u>488,150.17</u></u>
LIABILITIES & EQUITY	
Equity	
3000 - Opening Fund Balance	153,086.78
Unrestricted Net Assets	263,646.52
Net Income	<u>71,416.87</u>
Total Equity	<u>488,150.17</u>
TOTAL LIABILITIES & EQUITY	<u><u>488,150.17</u></u>

3:58 PM
06/27/23
Accrual Basis

**Catholic Community Response Team
Profit & Loss
July 2022 through June 2023**

Line	RECEIPTS		
1	MEMBERSHIP FEES / DUES		
2	RAFFLES (Limited to members of Parish/NPS Organization ONLY)		
2a	50-50		
2b			
2c			
2d	LESS: PRIZES PAID	()	\$ -
3	FUNDRAISING (ITEMIZE - Attach Separate Sheet If Needed)		
	LIMITED TO PARISH/NPS ORGANIZATION MEMBERS (NOTE 1)		
3a	Fundraiser - Annual	\$ 71,787	
3b	Fundraiser - Golf	\$ 20,097	
3c	Fundraiser - School	\$ 1,189	
3d	Fundraiser - Car Wash	\$ 785	
3e	Fundraiser - Dasher	\$ 673	\$ 94,531
4	DONATIONS (ITEMIZE):		
4a	Parish Tithing	\$ 7,475	
4b	Donations	\$ 49,661	
4c	Other	\$ 10,000	
4d			\$ 67,136
5	LDP INTEREST INCOME	\$ 307	
6	OTHER INTEREST INCOME		\$ 307
7	OTHER INCOME (ITEMIZE):		
7a	Grants (VWCF)	\$ 7,000	
7b	Grants - Utility Funded	\$ 10,675	
7c	Bed Fund	\$ 64,333	\$ 82,008
8	TOTAL RECEIPTS		\$ 243,982
	EXPENSES		
9	FUNDRAISING EXPENSES (ITEMIZE): Attach Separate Sheet If Needed		
9a	Client Services	\$ 195,693	
9b	Client Services Grant Programs	\$ 28,456	
9c	Bed Fund Expense	\$ 56,877	
9d			
9e			\$ 281,026
10	CASH DONATIONS TO THE PARISH/NPS SCHOOL		
11	NON-CASH DONATIONS TO THE PARISH/NPS SCHOOL (ITEMIZE - Attach Separate Sheet If Needed) (NOTE 2)		
11a			
11b			\$ -
12	CASH DONATIONS TO PARISH (Not Applicable for NPS)		
13	NON-CASH DONATIONS TO PARISH (ITEMIZE - Attach Separate Sheet If Needed) - Not applicable for NPS (NOTE 2)		
13a			
13b			\$ -
14	OTHER EXPENSES (ITEMIZE): Attach Separate Sheet If Needed		
14a	Fundraising Expenses	\$ 12,838	
14b	Payroll	\$ 28,644	
14c	Office Admin & Rent	\$ 29,715	
14d			\$ 71,197
15	TOTAL EXPENSES		\$ 352,223
16	PARISH/NPS ORGANIZATION NET SURPLUS / (DEFICIT)	LINE 8 - LINE 15	\$ (108,241)

NOTE 1: Fundraising is limited to fundraisers between Parish/NPS Organization members. All other fundraising must be processed through the Parish/NPS central checking account and recorded in the Parish/NPS financial records.

NOTE 2: Non-cash donations must be recorded in the Parish/NPS financial records as a donation (CREDIT appropriate Donation/Bequest account and DEBIT the appropriate expense or capital expenditure account).

10:49 AM
07/24/23
Cash Basis

Catholic Community Response Team
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
1100 · Checking Account	297,923.43
1206 · AOD LDP CCRT Savings	<u>81,987.03</u>
Total Checking/Savings	<u>379,910.46</u>
Total Current Assets	<u>379,910.46</u>
TOTAL ASSETS	<u><u>379,910.46</u></u>
LIABILITIES & EQUITY	
Equity	
3000 · Opening Fund Balance	153,086.78
Unrestricted Net Assets	335,063.39
Net Income	<u>-108,239.71</u>
Total Equity	<u>379,910.46</u>
TOTAL LIABILITIES & EQUITY	<u><u>379,910.46</u></u>

Need Identified Date
Range

07 / 01 / 2022



to 06 / 30 / 2023



Need Identified Before
Date Range (Old client
count)

/ /



to

/ /



Legal Adult Age

18

Build Report

Print

Report Details

TOTAL CLIENTS	Old	New	Total
A. Adults	0	1388	1388
Male	0	432	432
Female	0	880	880
No Single Gender	0	2	2
Questioning	0	1	1
Transgender	0	0	0
Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	72	72
B. Children	0	908	908
Male	0	412	412
Female	0	473	473
No Single Gender	0	0	0
Questioning	0	0	0
Transgender	0	0	0
Client Doesn't Know/Client Refused	0	0	0
Data Not Collected	0	23	23
C. Total (A+B)	0	2296	2296

Need Type	Total	Pending	Fully Met	Partially Met	Unmet	Not Set
Bicycle Repair (BM-7000.1000)	11	0	11	0	0	0
Birth Certificate Fee Payment Assistance (DF-7020.1000)	185	36	144	4	1	0
Bus Fare (BT-8300.1000)	2	0	2	0	0	0
Clothing (BM-6500.1500)	836	6	828	1	0	1
Diapers (BM-6500.1500-150)	3	0	3	0	0	0
Eye Care Expense Assistance (LH-5100.1750)	10	0	10	0	0	0
Food (BD)	997	0	992	0	0	5
Food Vouchers (BD-1800.2250)	259	0	257	0	0	2
Furniture (BM-3000.2000)	272	12	260	0	0	0
Gas Money (BT-8300.2500)	6	0	6	0	0	0
Grants Research Collections (TJ-4500.8300-270)	26	4	22	0	0	0
Household Goods (BM-3000)	498	0	490	0	0	8
Identification Card Fee Payment Assistance (DF-7020.3300)	92	0	92	0	0	0
Information and Referral (TJ-3000)	39	0	39	0	0	0
Local Automobile Transportation (BT-4500.4500)	8	0	8	0	0	0
Personal/Grooming Supplies (BM-6500.6500-650)	1483	0	1463	0	0	19
Rent Payment Assistance (BH-3800.7000)	210	24	184	0	0	2
Rental Deposit Assistance (BH-3800.7250)	165	21	144	0	0	0
Utility Deposit Assistance (BV-8900.9150)	6	0	6	0	0	0
Utility Service Payment Assistance (BV-8900.9300)	482	15	462	0	4	1
Total (20 Need Types)	5590	118	5423	5	5	38

Remove

Need Identified Date
Range

07 / 01 / 2023



to 04 / 20 / 2024



Need Identified Before
Date Range (Old client
count)

/ /



to

/ /



Legal Adult Age

18

Build Report

Print

Report Details

TOTAL CLIENTS

Old

New

Total

A. Adults

0

1150

1150

Male

0

366

366

Female

0

708

708

No Single Gender

0

0

0

Questioning

0

1

1

Transgender

0

0

0

Client Doesn't Know/Client Refused

0

1

1

Data Not Collected

0

73

73

B. Children

0

788

788

Male

0

371

371

Female

0

398

398

No Single Gender

0

0

0

Questioning

0

0

0

Transgender

0

0

0

Client Doesn't Know/Client Refused

0

0

0

Data Not Collected

0

19

19

C. Total (A+B)

0

1938

1938

NEED COUNT

Need Type	Total	Pending	Fully Met	Partially Met	Unmet	Not Set
Bicycle Repair (BM-7000.1000)	6	1	5	0	0	0
Birth Certificate Fee Payment Assistance (DF-7020.1000)	142	31	111	0	0	0
Clothing (BM-6500.1500)	752	0	744	0	0	8
Eye Care Expense Assistance (LH-5100.1750)	19	0	19	0	0	0
Financial Literacy Training (DM-2000)	23	0	17	0	0	6
Food (BD)	847	0	843	0	0	4
Food Vouchers (BD-1800.2250)	267	0	259	0	1	7
Furniture (BM-3000.2000)	186	2	176	0	0	8
Grants Research Collections (TJ-4500.8300-270)	5	4	1	0	0	0
Household Goods (BM-3000)	318	0	314	0	0	4
Identification Card Fee Payment Assistance (DF-7020.3300)	79	0	79	0	0	0
Information and Referral (TJ-3000)	6	0	6	0	0	0
Job Finding Assistance (ND-3500)	3	0	3	0	0	0
Life Skills Education (PH-6200.4600)	16	0	16	0	0	0
Local Automobile Transportation (BT-4500.4500)	7	0	6	1	0	0
Personal/Grooming Supplies (BM-6500.6500-650)	1094	0	1090	0	0	4
Rent Payment Assistance (BH-3800.7000)	211	66	144	0	1	0
Rental Deposit Assistance (BH-3800.7250)	136	26	110	0	0	0
Utility Deposit Assistance (BV-8900.9150)	7	0	7	0	0	0
Utility Service Payment Assistance (BV-8900.9300)	242	11	230	0	0	1
Total (20 Need Types)	4366	141	4180	1	2	42



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CATHOLIC COMMUNITY RESPONSE TEAM
C/O BARBARA WILLIAMS
132 FRANKLIN BLVD UNIT 203
PONTIAC, MI 48341

Date:
03/03/2023
Employer ID number:
88-3809589
Person to contact:
Name: Alexander Henao
ID number: 31887
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 19, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053655005402

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

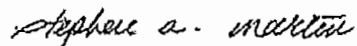
If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Catholic Community Response Team

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶

Public Charity 501c3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

132 Franklin Blvd #203

6 City, state, and ZIP code

Pontiac MI 48341

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 8 - 3 8 0 9 5 8 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Shaulsky H. Williams

Date ▶ *April 30, 2023*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

REGISTRATION #:
66083



DANA NESSEL
ATTORNEY GENERAL

EXPIRATION DATE:
1/31/2025

Catholic Community Response Team
PO Box 431069
Pontiac, MI 48343

This is your current
CHARITABLE SOLICITATION REGISTRATION
Catholic Community Response Team

- The renewal form for this registration is due 30 days prior to above expiration date. The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website www.mi.gov/charity.
- Extension may be requested if renewal cannot be submitted timely. A request must be received on or before the expiration date via **Email** and **must** include registration number in subject line. Notification will **not** be sent. If granted, a new expiration date will appear on our searchable database www.mi.gov/charitysearch.
- Throughout the year, notify us within 30 days of changes in the following:
 - Address, or your name and any other names used
 - Board of directors or resident agent
 - Any information that appears on your organization report on our searchable database at www.mi.gov/charitysearch.
 - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at www.mi.gov/charitysearch.
- The Attorney General Registration number listed above must be referenced on all documents.

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909

Phone: 517-335-7571
Fax: 517-241-7074
Email: ct_email@mi.gov
Website: www.mi.gov/charity



Sales Tax License

Business Tax Section
Michigan Department of Treasury
P.O. Box 30427
Lansing, MI 48909
www.michigan.gov/taxes

CATHOLIC COMMUNITY RESPONSE
TEAM
132 FRANKLIN BLVD
STE 203
PONTIAC, MI 48341-1778

Notice Date:	November 18, 2023
Account Number:	88-3809589
Letter ID:	10040132888
Contact Us:	517-636-6925

Below is your Sales Tax License. The licensee is required to ensure the sales tax license is displayed or readily available on premises. Treasury will no longer be mailing multiple licenses for businesses with more than one location. To obtain another Sales Tax License and 24/7 access to your business information please visit mto.treasury.michigan.gov.

The account number on the sales tax license is your business Federal Employer Identification Number (FEIN). If you do not have an FEIN, Treasury has assigned you a 9-character account number beginning with "TR".

You must notify the Michigan Department of Treasury of any changes to your business ownership, address or FEIN. To update any existing business information please visit Michigan Treasury Online (MTO) at mto.treasury.michigan.gov.

Note: The expiration date for the sales tax license coincides with the calendar year it is issued for.

CUT ALONG THIS LINE

164 (Rev. 4-19)

STATE OF MICHIGAN

Sales Tax License

DEPARTMENT OF TREASURY

CATHOLIC COMMUNITY RESPONSE
TEAM
132 FRANKLIN BLVD
STE 203
PONTIAC, MI 48341-1778



Account Number: 88-3809589
Expiration Date: December 31, 2024

Issued under authority of P.A. 167 of 1933, as amended.



OAKLAND UNIVERSITY
SCHOOL OF HEALTH SCIENCES

April 26, 2024

To Whom It May Concern,

I am pleased to provide a letter of support for Kids Empowered on The Move (KEOTM) in their application to the City of Pontiac "Homeless Intervention Initiative" RFP. I have worked with KEOTM since early 2020 in collaboration with the My COVID Response project, which provided emergency food, supplies, and resources to thousands of households in need during the covid-19 pandemic. During that time, KEOTM brought many households in need they were serving, as well as hundreds of volunteers, into the system that helped to coordinate delivery of these services.

It was during that project in which the critical need for housing support became abundantly clear. Households that were struggling financially and in need of food supports were at higher risk for housing instability. The eviction moratorium helped ensure safe housing during the pandemic, but once the moratorium was lifted, many households were months behind on rent and were not able to access the resources they needed to find safe, affordable housing. As such, we have seen a huge influx of houses in at risk of eviction or becoming unhoused. This influx has outpaced existing housing organization's ability to provide assistance and resources. KEOTM is a grassroots organization that takes a boots on the ground approach to helping individuals. Their volunteers work tirelessly to help individuals navigate complicated systems that include many dead-ends. They go above and beyond to serve, including things such as providing transportation (to organizations part of the housing process, to school, to work, to medical appointments, to view houses); printing of forms and paperwork, connections to additional resources (e.g., mental health supports, car repairs, etc.).

One of the unique services KEOTM provides is emergency hoteling for families in need. The extremely limited shelter capacity in Oakland County has resulted in many families living in dangerous conditions including sleeping, outside and in cars. When families are provided with a roof over their heads, it allows them to have the security and resources necessary to navigate the systems and paperwork needed to access housing vouchers. This process can take several months and it is important that individuals are provided with stability while they are waiting for paperwork to be processed and organizations to complete tasks such as housing inspections. Another unique service KEOTM provides is working directly with potential landlords to accept housing vouchers. There is a drastic shortage of landlords, so bringing more landlords into the voucher system is a critical strategy to increase affordable housing opportunities for our most vulnerable families.

I have been a professor at Oakland University and worked in the City of Pontiac for 15 years. One of the unique things that sets KEOTM apart is their ability to work collaboratively and to bring people and organizations together around important issues.

OAKLAND
UNIVERSITY™

OAKLAND UNIVERSITY
SCHOOL OF HEALTH SCIENCES

I see many organizations, who may be successful in achieving their individual missions, be limited in their capacity to truly help those in need, because they work in silos, or are unable to look outside the box for creating and innovative solutions that meet individual's complex needs. Kimber Bishop-Yankee, Founder and Executive Director of KEOTM is also the founder and Chair of the Oakland County Taskforce on Poverty and Homelessness. Though this role, she has successfully brought together dozens of individuals, organizations, and elected officials to learn about the complex systems related to affordable housing, build capacity, and build connections and relationships that have improved our collective ability to fight homelessness and create and advocate for affordable housing options. These connections will help to ensure the success of her work.

I have no doubts that KEOTM will serve Pontiac residents in the spirit this funding is intended to be utilized by the Pontiac City Council, and will increase housing stability for the families that they serve.

Thank you for your dedication to this important issue, and for your consideration of KEOTM's proposal.

Sincerely,



Dr. Jennifer Lucarelli
Associate Professor of Interdisciplinary Health Sciences
Oakland University
lucarell@oakland.edu
989-400-3423

CITY OF PONTIAC

REQUEST FOR PROPOSAL (RFP) 0000349346

Homelessness Intervention Initiative—The Baldwin Center, Inc. Clothes Closet Foundation Repairs

A. Details about the organization applying for the grant, including its legal name, mission statement, history, structure, and key personnel.

For over 40 years, The Baldwin Center, Inc. has been serving people who are low-income or homeless in Pontiac. We are deeply invested in the community we serve. ***Our vision is a thriving community with engaged citizens.*** Our promise is to provide the tools necessary for individuals and families in need to become vibrant, productive community members. ***We value honesty, respect, integrity and compassion.*** We believe in the strength of human dignity and the resilience of the human spirit as we continue to ***feed, clothe, educate and empower!*** The Center is committed to developing partnerships and collaboration with faith-based communities, area service agencies and the private sector to build a strong community and accomplish our mission.

Baldwin's Family Kitchen provides over 1,000 meals per week. With the onset of the pandemic Baldwin took on the task of delivering meals to area shelters along with on site to go meals. We continue to provide regular lunch and dinner to HOPE Shelters. We also continue our Community Kitchen meals on Monday, Wednesday, and Fridays for individuals in need in the City of Pontiac. We average well over 130 hot, hearty meals these days. Our Community Kitchen provides additional food such as canned goods and donated baked goods from Costco, hygiene products, diapers and other assistance during meal distribution.

Our youth programs include an after-school program on weekday afternoons throughout the school year and a summer day camp. Youth gather each day for academic support, a warm meal and engaging enrichment opportunities. The Center also provides laundry facilities, commodity distribution to low-income seniors, household items for fire victims, and a holiday gift and food program.

Our Clothes Closet is a mainstay for hundreds of individuals and families in the City of Pontiac. The big red house on Baldwin Avenue has been a pillar in the community for decades. Over the years thousands of individuals have sought and received help with clothing needs. We also distribute small household items at the Clothes Closet.

B. A comprehensive description of the project or program for which funding is being requested, including its objectives, activities, target population, expected outcomes, and timeline.

The Baldwin Center needs help with funding to make repairs to the foundation of our Clothes Closet located in the north side corner of our building. The building is the large red farmhouse located at 200 Baldwin Avenue in Pontiac, just south of our Community Kitchen (located in the old Methodist Church).

The foundation at the northeast corner of the building started to crumble badly last fall. Since that time, we have been searching for contractors who could rebuild the foundation. We have competitive bids with reputable contractors. The cost will be \$35,000 and includes rebuilding the corner foundation and making necessary repairs to the roof, gutter and exterior to prevent future damage. We also need to remove some second-floor decking which is adding unnecessary weight to the foundation. We should be able to complete this work within a three-month period.

The project will benefit residents of Pontiac who rely on the services provided by the Baldwin Center. All the services provided by the Baldwin Center assist individuals and families in need. The burden of cost associated with food, clothing and other commodities is relieved through programs and services provided at the Baldwin Center. Program participants are not charged for services.

C. A detailed budget outlining how the grant funds will be utilized, including expenses such as personnel costs, supplies, equipment, travel, and overhead.

See attached.

D. Financial statements, such as income statements, balance sheets, and budgets for the current fiscal year, to demonstrate the organization's financial stability and capacity to manage grant funds.

See attached.

E. For nonprofit organizations, documentation proving tax-exempt status, such as a letter of determination from the IRS or equivalent government agency.

See attached.

F. Information about previous grants or funding received by the organization, including the sources of funding, amounts received, and outcomes achieved.

The Baldwin Center has secured \$10,000 from the Oakland County Commission to support repairs for this project. We have no outcomes at this time as the project has not been started.

Throughout our existence, our funding source has primarily been donations from individuals, corporations, and faith-based communities. We receive regular grant funding from the Federal Emergency Food and Shelter Program administered through United Way of Southeastern Michigan. We also receive several small grants per year from area faith-based communities.

In past years we have administered a three-year grant from the Ralph Wilson Foundation (for \$215,000 for our After-School Program) which resulted in online programming for youth throughout the Pandemic. We also received funding from the Community Foundation of Southeast Michigan (\$25,000 for Health and Nutrition program) which resulted in physical fitness programming, and nutritional cooking classes. The Michigan Health Endowment Funded the creation of our Innovative Frameworks training (\$80,000). This project resulted in a comprehensive three-day training program for agencies and the Poverty: It's Complicated, training program for faith-based communities.

These are an example of funding we have received and administered in the past. The Baldwin Center is well versed in public/private funding requirements and will be able to address all regulations and requirements appropriately. We utilize the accounting firm of Croskey Lanni for the administrative oversight of our financial processes.

G. A plan for how the success of the project will be evaluated, including the methods and metrics that will be used to measure outcomes and impact.

Evaluation will consist of inspections and resolve of foundation failure. Project preventative measures will be inspected, and foundation will be monitored to ensure success of project.

H. Letters from partners, stakeholders, or community members endorsing the project and affirming the organization's capacity to carry it out successfully.

See attached.

I. Any required legal documents, such as certifications, licenses, permits, or agreements necessary to carry out the proposed project.

Necessary documents will be provided.

J. A written narrative or proposal explaining why the organization is seeking funding, how the project aligns with the funder's priorities, and how the grant funds will be used to address a specific need or issue.

The Clothes Closet is a key instrument in homeless intervention and prevention. So many people live on the edge of homelessness. One rent/mortgage payment, one medical bill, one emergency away from being homeless. The programs and services provided by the Baldwin Center help alleviate some of the pressure of the cost of daily living. The provision of free food, to the food insecure, free clothing helps a household budget, and our free youth programs help support the educational and enrichment needs of community youth.

Our Clothes Closet has provided numerous individuals and families in Pontiac with their daily, work, recreational and school clothing needs. We have helped guests at Hope Shelters find appropriate clothing for job interviews and we have helped Haven clients rebuild their lives for themselves and their families. We have also helped victims of fire in their time of greatest need with clothing and other small household items. Repairs to the foundation of our iconic Red House, is fundamental to the survival of this much needed program.

Most of our current funding comes from individual, religious, and corporate donations. Over the past decade, donations have dropped significantly (by over \$200,000). This is due in part to faith-based communities, which are our primary support, having had a decline in congregates. Another issue which continues to impact giving is a generational shift in giving and philanthropy. Lastly, corporate support has declined for various external economic reasons.

K. Data on the demographics of the population served by the organization or project, including information on age, gender, race/ethnicity, income level, and geographic location.

The Baldwin Center, located on Baldwin Avenue serves the City of Pontiac residents. Per the most recent Census updates, Pontiac is a richly diverse community with a total population of a little over 60,000 individuals. Twenty-five percent of the population is under 18 years and 12 percent is 65 years and older and 17% under 65 years of age have some form of a disability. For people reporting one race alone, 22% are White; 49% are Black or African American; 19% are Hispanic/Latino. Pontiac continues to have an extreme poverty rate of nearly 30% of all Households (the majority of which are female headed) and a per capita median income of under \$40,000. Less than 50% of housing in the city is owner occupied dwellings. Nearly 40% of individuals of working age are unemployed and over 30% of households with children under eighteen receive some form of public assistance.

Many visitors to the Clothes Closet are homeless individuals (clients from Haven Shelter and Hope Shelters), individuals with emergency needs (newly arriving immigrants, victims of fire) and others in need of clothing. We provide clothing for all in need. During winter months we have coats, hats, gloves, and mittens available at our soup kitchen available to all who come for food.

L. Information on how potential risks associated with the project will be identified, assessed, and managed to ensure successful implementation.

All precautions will be taken to ensure a minimum of risk to the proposed repairs. The selected contractor will have the necessary insurance coverage. The contractor will be required to provide the necessary support to the building prior to the repairs.

Elizabeth Longley, Executive Director of the Baldwin Center will manage the repair work. She received her undergraduate degree in Urban Studies at Marygrove College in Detroit and her master's in

communication from Eastern Michigan. She has over 30 years of public and non-profit sector management experience and her areas of specialty include fund development, grant writing and grant administration, construction management, community organizing and outreach, and economic development and housing activities.

Elizabeth is a non-profit turnaround specialist, and her successes include reducing deficits and creating sustainable systems for various government and private agencies. She began her career in Community and Economic Development activity in several communities in Southeast Michigan where she was able to implement expansive and transformational programs which strengthened neighborhoods and stabilized communities. Longley is a recipient of the Spirit of Detroit Award (1995) for her work with the City of Detroit's Planning Commission to assist neighborhood organizations in community organizing and community development activities.

Insurance

The Baldwin Center is fully insured, liability, worker's compensation, directors. Certificates of insurance can be provided.

Baldwin Center Request for Funding
City of Pontiac Homeless Intervention Funding

Revenue

Funding commitment from Oakland County Commission	\$10,000
Request from City of Pontiac	\$25,000
Total Revenue	\$35,000

Expenses

Cost of repairs to foundation	\$20,000
Landscape modifications and installation of downspouts	\$5,000
Tuckpoint and repairs to back wall of building	\$5,000
Removal of upper deck at rear of building (added pressure to foundation)	\$5,000
Total Expenses	\$35,000

#9

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable Pontiac City Council

FROM: Tarrance Price, Parks & Youth Recreation Director
Alicia Martin, Purchasing Manager

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: June 25, 2024

RE: **RESOLUTION FOR THE CITY COUNCIL TO APPROVE AWARDDING
AND EXECUTING AN AGREEMENT WITH CLARK CONSTRUCTION
COMPANY AND WHITE CONSTRUCTION COMPANY JOINTLY FOR
PRE-CONSTRUCTION MANAGER AT RISK SERVICES FOR THE NEW
YOUTH CENTER DESIGN PROJECT**

The Parks and Recreation Director and the Purchasing Manager request that the Pontiac City Council approve entering into an agreement with Clark Construction Company and White Construction Company to provide pre-construction Manager at Risk Services (“CMAR”) for the new Pontiac Youth Center.

This agreement is crucial for the provision of providing a construction manager to work alongside the architectural & engineering firm hired to design the Pontiac Youth Center. The solicitation process to hire a CMAR complies with the City’s municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 on major purchases.

The Construction Manager at Risk (New Center), Solicitation No. 24-15S was posted to BidNet and the City of Pontiac’s Purchasing Solicitation web page on March 1, 2024. The Question Acceptance Deadline was March 18, 2024. The Prebid Conference was held on March 13, 2024, and the Solicitation Closing Date was April 8, 2024. A total of 68 firms requested documents. A total of six firms submitted a proposal. The purchasing manager invited all six firms to interview with the evaluation committee on May 8, 14 (two firms interviewed), 16, 17, and 21, 2024.

The purchasing manager asked all firms who interviewed to provide an RFP Post Submission Addendum and Exhibit 1 to Addendum CMAR Construction Phase Pricing with Exhibits on May 20, 2024. Exhibits 1-4 will identify the evaluation criteria and scoring for all firms.

Based on the evaluation scores, the Purchasing Division is recommending Clark Construction Company, and White Construction Company, as a joint venture for this project, be awarded the contract based on the committee's identification of the partnership as the most responsive responsible bidder. The subject agreement will be for one year, commencing on the date of execution.

The project will use funds assigned to the general ledger account 285-756-818.000-YTHCTR. Clark Construction and White Construction expressed how important the City of Pontiac's design project is to them and are committing to a lump sum of \$21,020 for all pre-construction activities. Three additional firms competitively priced the pre-construction phase of the project, but their costs were higher. Clark Construction and White Constructions' cost proposal was the lowest.

In compliance with the Pontiac Municipal Code, Division II. Purchasing, Sections 2-517 through 2-519, the Parks and Recreation Director and Purchasing Manager recommend that the Pontiac City Council to approve awarding the bid to Clark Construction and White Construction as the Construction Managers at Risk for the Pontiac Youth Center and to authorize execution of the said contract for an amount Not-to-Exceed \$21,020 from General Fund account 285-756-818.000-YTHCTR.



CITY OF PONTIAC CITY COUNCIL

**RESOLUTION TO APPROVE AWARDING AND EXECUTING AN AGREEMENT
WITH CLARK CONSTRUCTION COMPANY AND WHITE CONSTRUCTION
COMPANY JOINTLY TO PROVIDE PRE-CONSTRUCTION MANAGER AT RISK
SERVICES FOR THE NEW YOUTH CENTER DESIGN PROJECT**

WHEREAS, the City of Pontiac requires a Construction Manager at Risk to help design a new community recreation center; and

WHEREAS, a total of 68 firms requested the bid documents and a total of six firms submitted a proposal; and

WHEREAS, all six firms were interviewed by the evaluation committee and an award recommendation was made; and

WHEREAS, the purchasing manager recommends awarding a contract to Clark Construction Company and White Construction Company joint venture for the schematic design through the construction documents phase of the project; and

WHEREAS, funds are appropriated in the General Fund account 285-756-818.000-YTHCTR, and will be expensed as invoiced in accordance with the rates stated within the contract for a not-to-exceed the amount of \$21,020; and

WHEREAS, the Purchasing Manager has ensured that the purchase follows the Pontiac Municipal Code, Chapter 2, Article III, Division 2, Section 2-517, 2-518, and 2-519 related to major purchases.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves awarding the bid for the construction manager at risk services to Clark Construction Company and White Construction Company as a joint venture.

BE IT FURTHER RESOLVED that City Council authorizes the Mayor or Mayor's Designee to execute the AIA A133-2019 Agreement for an amount Not-to-Exceed \$21,020 from General Fund Account Number 285-756-818.000-YTHCTR .

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

AIA® Document A133® - 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

PRECONSTRUCTION PHASE SERVICES ONLY

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Pontiac
Finance Department, Purchasing Division
47450 Woodward Ave
Pontiac, MI 48342

and the Construction Manager:
(Name, legal status, address, and other information)

A Joint Venture between Clark Construction Company, Inc. and White Construction Co.,
Inc. d/b/a White | Clark Joint Venture
3535 Moores River Drive
Lansing, Michigan 48911

for the following Project:
(Name, location, and detailed description)

City of Pontiac Community Recreation Center
191 North Glenwood Avenue
Pontiac, Michigan 48342

The Architect:
(Name, legal status, address, and other information)

MRSA. P.C. d/b/a Racer MRSA Design Studio
822 W Washington Blvd Ste 150
Chicago, IL 60607

The Owner and Construction Manager agree as follows. The scope of this Agreement is for preconstruction phase services only as provided for herein. The Construction Manager understands that in the event the Owner intends to proceed with construction of the Work,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™- 2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A133 - 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:40:07 ET on 06/14/2024 under Order No.3104239003 which expires on 08/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1833130552)

the Owner may request the Construction Manager to provide Guaranteed Maximum Price Proposal for the Construction Phase, using the pricing information provided in Exhibit E, subject to the qualifications provided therein, or may publish a Request for Proposal ("RFP") for Construction Phase Services to the public and the Owner will issue an award, if any, for such services under a separate written contract. Nothing in this Agreement prohibits the Construction Manager from providing a proposal for the Construction Services in response to the RFP.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	[Intentionally Omitted]
7	[Intentionally Omitted]
8	[Intentionally Omitted]
9	[Intentionally Omitted]
10	ACCOUNTING RECORDS
11	[Intentionally Omitted]
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit B.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Init.

See Exhibit B.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design, bidding and construction schedule.

- Pre-design services: 60 days (months 1-2)
- Schematic design: 60 days (months 3-4)
- Design Development: 90 days (months 5-7)
- Construction Docs, Bid Pack 1 (site utilities, foundations, long-lead equipment) – 60 days (months 8-9)
- CD's Bid Pack 2 (superstructure, envelope, masonry) – 60 days after BP1 (months 10-11)
- CD's Bid Pack 3 (site improvements, architecture, MEP) – 60 days after BP2 (months 11-12)
- CD's Bid Pack 4 (finishes, final grading, landscaping) – 60 days after BP3 (months 12-13)
- BP 1 bidding – month 10
- BP 2 bidding – month 12
- BP 3 bidding – month 13
- BP 4 bidding – month 14
- Construction – 18 months (month 11 – month 29)
- Closeout – month 30

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Patrick Miller
Acting Director of Public Works
47450 Woodward Avenue
Pontiac, Michigan 48342

Init.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Shannon Filarecki
Acting City Engineer
47450 Woodward Avenue
Pontiac, Michigan 48342

§ 1.1.10 The Architect has retained or intends to retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

Architecture: Hobbs + Black Architect
Civil: Spalding DeDecker and Somat Engineering Inc.
MEP / FP S: IMEG and Scales & Associates, Inc.
Landscape: Site Design Group, Ltd.
Food: Bakergroup

(Paragraphs deleted)
Aquatic: Water Technology Inc.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Robert Benson AIA NCARB
822 West Washington Boulevard
Chicago, Illinois 6060

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Chad Thelen
Senior Project Manager - Market Leader
Clark Construction Company

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. Construction Manager shall be responsible to prepare accurate estimates of the Cost of the Work and schedules to reasonably assure that the Project as designed by the Architect and reviewed by the Construction Manager will be completed within the Owner's budget and scheduling requirements. Construction Manager further agrees to work cooperatively with the Architect to reasonably assure that the final plans and specifications, to be developed by the Architect and reviewed by the Construction Manager, shall be constructible with reasonable efficiency considering the site of the work, availability of work force, time constraints, and prevailing trade practices within the construction industry concerning Projects of this kind. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1, General Provisions; Section 2.2.4, Confidential Information; Section 3.17, Royalties, Patents and Copyrights; Section 3.18, Indemnification; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 11.3 Waivers of Subrogation; Section 13.1, Governing Law; Section 13.3, Rights and Remedies; Section 15, Claims and Disputes. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 [Intentionally Omitted]

§ 2.3.3 All references to the A201-2017 herein shall mean the A201-2017 as amended by the parties and attached to this Agreement.

§ 2.3.3 Construction Manager's Representations and Qualifications

§ 2.3.3.1 As an inducement to Owner to enter into the Agreement, Construction Manager represents and warrants the accuracy of any and all statements contained in Construction Manager's proposal and any other materials submitted to the Owner, which representations and warranties shall survive the execution of the Contract Documents and Final Payment;

Init.

§ 2.3.3.2 Construction Manager is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents in an efficient and capable manner;

§ 2.3.3.3 Construction Manager is able to furnish the tools, materials, supplies, equipment, and labor required to complete the preconstruction services and perform its obligations under the Contract Documents, and has sufficient experience and competence to do so;

§ 2.3.4.4 Construction Manager is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over Construction Manager and the Project;

§ 2.3.3.5 The person(s) executing the Agreement is properly authorized to do so;

§ 2.3.3.6 Construction Manager has visited the Project and become familiar with the Contract Documents and the conditions at the site; has correlated the Contract Documents with the observable, above ground site conditions, and with applicable codes, ordinances, regulation, laws, and decrees applicable to the Work on the Project, and knows of no reason why the Work cannot be performed as shown on the Contract Documents, unless previously stated otherwise in writing by Owner and Architect;

§ 2.3.3.7 [Intentionally Omitted]

§ 2.3.3.8 [Intentionally Omitted]

§ 2.3.3.9 The Construction Manager represents and warrants that (i) it is not now, is not about to be and has not been excluded, debarred, suspended or been otherwise determined to be, or identified as, ineligible to participate (collectively "Debarred") in any governmental program administered by any state or federal agency (collectively, the "Governmental Programs"), (ii) it has not received any information or notice, or become aware that it is the subject of any investigation or review regarding its participation in any Government Programs, and (iii) it has not been convicted of any crime relating to any Governmental Program. The Construction Manager agrees to notify the Owner, within one (1) business day of the Construction Manager becoming aware of any of the foregoing information during the term of this Agreement.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct at least bi-weekly meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements to the Owner and Architect on the tests of the soil and subsurface conditions as well as existing or adjacent structures,, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 The Construction Manager shall provide value engineering services to the Owner and Architect during Schematic and Design Development activities to assist and facilitate the development of a scope of Work definition that is within the limitations of the GMP Budget for the Cost of the Work established by the Owner. Such value engineering services shall include cost estimating services that quantify the probable Cost of Work and other GMP inclusions organized according to the Construction Specifications Institute MasterFormat (Detailed Cost Estimates). The intention of the cost estimating service shall be to provide cost details at a sufficiently defined level, to ascertain where the designed scope of Work is being invested and to facilitate decision-making. If the Construction Manager's Detailed Cost Estimates exceed the GMP Budget for the Cost of the Work, or when, in the Construction Manager's judgment, the design intent can be better satisfied by an alternative solution, means, method, or sequence without sacrificing the quality requirements associated with the Project, the Construction Manager shall submit revision recommendations to the Owner and the Architect for consideration. The Construction Manager shall continue to provide value engineering services to find an optimal balance between budget, schedule and quality objectives for the Project until the limits of the GMP Budget for the Cost of the Work are met or the Owner allocates additional funding.

§ 3.1.3.5 The Construction Manager shall prepare a cash flow estimate indicating the anticipated schedule of payment application amounts together with each iteration of the Detailed Cost Estimates and updated with the preliminary schedule. The cash flow estimate shall be revised periodically and no less frequently than every three (3) months unless significant deviations are expected to reflect actual job conditions or as requested by the Owner.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: issuance of a Request for Proposal for construction phase services; submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The schedule should identify long lead items that may require procurement during the terms of this Agreement such as major building equipment items including without limitation boilers, chillers, air handlers, generators and switchgear. The Construction Manager shall incorporate into the schedule time required to coordinate with the Owner's separate contractors working on procuring similar or identical equipment. The schedule must also identify when owner furnished equipment must be delivered to this Project.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 [Intentionally Omitted]

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall conduct "outreach program(s)" and shall use its best efforts to generate interest from local, small businesses, Minority-Owned Business Enterprises ("MBE"), Disadvantage Business Enterprise ("DBE") and Women-Owned Business Enterprises ("WBE") Subcontractors and suppliers, who are certified by federal, state or local minority or disadvantage business programs, including but not limited to SAM.gov, USDOT, State of Michigan-MDOT, National Minority Supplier Development Council (NMSDC), Women's Business Enterprise National Council (WBENC), Wayne County, Wayne County Airport Authority, the City of Detroit, or other certifying agency acceptable to the Owner. The Construction Manager and its Subcontractors shall comply with 2 CFR 200.321 to seek participation/bids from MBE, DBE, WBE, and small businesses.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager and in accordance with the Purchasing Code. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager that

the Owner contracts with for construction phase services and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 [Intentionally Omitted]

(Paragraphs deleted)

§ 3.3 Construction Phase [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 [Intentionally Omitted]

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to communicate on behalf of the Owner with respect to the Project. The Owner's representative shall communicate decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Section 3.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum of \$21,020.00.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit D for hourly billing rates to be used for change order work, if any.

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within twelve months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

Init.

§ 5.1.4 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work provided that the Construction Manager demonstrates entitlement as required by the Contract Documents.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable to the Construction Manager within thirty (30) days after the Architect certifies the pay application for payment. Amounts unpaid after such time shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

five percent (5%) per annum. Requests for payment of interest shall be made in accordance with MCL 125.1562

(Paragraphs deleted)

ARTICLE 6 [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 7 [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 8 [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 9 [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

(Paragraphs deleted)

ARTICLE 11 [Intentionally Omitted]

§ 11.2 [Intentionally Omitted]

(Paragraphs deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Claims

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017.

§ 12.1.2

(Paragraphs deleted)

[Intentionally Omitted]

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination

§ 13.1.1 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for verifiable and documented Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

(Paragraphs deleted)

§ 13.2 [Intentionally Omitted]

(Paragraphs deleted)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than Two Million Dollars and 00/100 (\$2,000,000.00) for each occurrence and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than Two Million Dollars and 00/100 (\$2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and 00/100 (\$1,000,000.00) each accident, One Million Dollars and 00/100 (\$1,000,000.00) each employee, and Two Million Dollars and 00/100 (\$2,000,000.00) policy limit (\$2,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per claim and Two Million Dollars and 00/100 (\$2,000,000.00) in the aggregate.

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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

Purchasing Manager
City of Pontiac
47450 Woodward Avenue,
Pontiac, MI 48342".

§ 14.3.2 [Intentionally Omitted]

(Paragraph deleted)

§ 14.4

(Paragraphs deleted)

Construction Phase CMAR Prices. In the event the Owner requests the Construction Manager to provide a Guaranteed Maximum Price Proposal for the Construction Phase, the Construction Manager agrees to utilize the prices contained in **Exhibit E** for purposes of the development of the Guaranteed Maximum Price Amendment(s). These prices may be equitably adjusted in the event the total Cost of the Work, or the total construction phase Contract Time varies from the assumptions made in this Exhibit, through no fault of the Construction Manager, after the final Cost of the Work and Contract Time has been finalized. If the event the Owner does not accept a GMP Proposal(s), the Owner is under no obligation to continue to proceed with the Agreement, Construction Phase of the Project with the Construction Manager, or the Scope of Work in the Bid Package and may terminate the Agreement for convenience pursuant to Article 13 of the Agreement and Section 14.4 of the A201-2017.

(Paragraphs deleted)

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

- .2 AIA Document

(Paragraphs deleted)

A201™-2017, General Conditions of the Contract for Construction, as modified.

(Paragraph deleted)

- .3 Other Exhibits:

EXHIBIT A	FEDERAL FUNDING REQUIREMENTS
EXHIBIT B	PROGRAM REQUIREMENTS AND CONCEPT SITE PLAN
EXHIBIT C	CONSTRUCTION MANAGER'S STAFFING PLAN FOR PRECONSTRUCTION PHASE
EXHIBIT D	PERSONNEL BILLING RATES
EXHIBIT E	CONSTRUCTION PHASE CMAR PRICING

(Row deleted)

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

N/A

This Agreement is entered into as of the day and year first written above.

Init.

Owner

City of Pontiac

OWNER *(Signature)*

Khalfani Stephens, Deputy Mayor

OWNER *(Signature)*

Tarrance Price, Park & Youth Recreation Director

OWNER *(Signature)*

Alicia Martin, Purchasing Manager

OWNER *(Signature)*

JoAnne Gurley, Law Director

CONSTRUCTION MANAGER

White | Clark Joint Venture, by:

Clark Construction Company, Inc., Joint Venturer

(Signature)

By: Dave Reece

Its: Chief Operating Officer

and

White Construction Co., Inc., Joint Venturer

(Signature)

By: Donovan J. White

Its: President and CEO

AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

City of Pontiac Community Recreation Center
191 North Glenwood Avenue
Pontiac, Michigan 48342

THE OWNER:

(Name, legal status and address)

City of Pontiac

THE ARCHITECT:

(Name, legal status and address)

TBD

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT |
| 15 | CLAIMS AND DISPUTES |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

AIA Document A201 - 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:03:45 ET on 02/27/2024 under Order No.3104239003 which expires on 08/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1265980715)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,

4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,

9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for

Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND
9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR
SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal
Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS
1

Governing Law
13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

Project, Definition of
1.1.4
 Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.2
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
 Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
 Rejection of Work
 4.2.6, 12.2.1
 Releases and Waivers of Liens
 9.3.1, 9.10.2
 Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
 Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
 Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
 Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
 3.2, 3.12.7, 6.1.3
 Review of Contractor's Submittals by Owner and
 Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
 Review of Shop Drawings, Product Data and Samples
 by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
 3.17
 Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
 10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
 3.11, 3.12, 4.2.7
Samples at the Site, Documents and
 3.11
Schedule of Values
 9.2, 9.3.1
 Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
 6.1.1
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
 3.13, 6.1.1, 6.2.1
 Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
 Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
 Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
 Statute of Limitations
 15.1.2, 15.4.1.1
 Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
 Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
 Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
 Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
 Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3
Substances, Hazardous
 10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
 9.8.1
 Substitution of Subcontractors
 5.2.3, 5.2.4
 Substitution of Architect
 2.3.3
 Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,

7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,

9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,

9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,

15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,

15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement or the "Contract") and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect with Owner's written approval. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means all necessary and reasonably inferable construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. The Work shall include those items specifically included in the Drawings and Specifications and those which are reasonably inferable from that which is specified and/or shown as being necessary to complete items shown in the Drawings and Specifications, including, without limitation, those items required to allow the Project to be used for its intended purpose when completed (as that intended purpose is reflected in the Drawings, Specifications and Contract Documents). The Work shall include the obligation of the Contractor or the Contractor's Subcontractors to visit the Project site before submitting a proposal. Such visit shall be for the purpose of familiarizing the Contractor and the Subcontractors with the conditions as they exist and the character of the operations to be carried out under the Contract Documents; including all existing site conditions, access to the site, and physical characteristics of the site and surrounding areas.

§ 1.1.3.1 Nothing in the Agreement, or in these General Conditions shall be interpreted as imposing on the Owner, or any of its agents, employees, members, managers, officers, directors, affiliates or consultants, any duty, obligation or authority with respect to any items that are not intended to be incorporated into the completed Project, or that do not comprise the Work, including but not limited to shoring, scaffolding, hoists, weather-proofing, or any temporary facility or activity, all of which are the sole responsibility of the Contractor.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

(Paragraphs deleted)

§ 1.1.8 [Intentionally Omitted]

§ 1.1.9 KNOWLEDGE

The terms "knowledge," "recognize" or "discover" and similar terms in the Contract Documents shall mean that which the Contractor should know, recognize or discover in the exercise of the skill, Standard of Care and diligence required by the Contract Documents. Likewise, the term "reasonably inferable" shall mean reasonably inferable by a Contractor familiar with the Project and exercising the skill, Standard of Care and diligence required by the Contract Documents.

§ 1.1.10 AS-BUILT DRAWINGS

As-built drawings are prepared by the Contractor showing on-site changes to the original Drawings reflecting the Project as constructed.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of a conflict, inconsistency or ambiguity among the Contract Documents, such Documents have the following priority: (1) Modifications as defined by Subsection 1.1.1 of these General Conditions; (2) Specifications; (3) Drawings; (4) the Agreement, as modified by the parties; and (5) these General Conditions, AIA Document A201-2007, as modified by the parties. However, in the event of conflicting provisions among the Contract Documents that are not resolved by this order of priority, the Architect in consultation with the Owner shall determine which of the conflicting requirements shall govern, with the general guideline that the more stringent requirement, higher quality or more expensive material will be required, the cost and time of which shall be included in the GMP Amendment, unless, in the opinion of the Architect and subject to the Owner's approval, another requirement is more appropriate. The Owner's decision shall be final in such case but subject to the dispute resolution procedures set forth herein. The Contractor shall cause the obligations of this section to be incorporated into each and every contract with its Subcontractors, suppliers and consultants. This provision shall not relieve the Contractor of its reporting duties under Sections 3.2 and 3.7 of these General Conditions. The Contractor shall cause the obligations of this section to be incorporated into each and every contract with its Subcontractors, suppliers and consultants.

§ 1.2.4 Before ordering any materials or doing any Work, the Contractor and each Subcontractor and Sub-subcontractor shall verify measurements at the Project site, as reasonably available, and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect and approved by the Owner for resolution before proceeding with the Work.

Init.

§ 1.2.5 If an item is shown on the Drawings, but not specified, the Contractor shall provide the item of the same quality as similar items specified. If an item is specified, but not shown on the Drawings, it shall be located as directed by the Architect.

§ 1.2.6 The Drawings are indications of the design intent, as well as specific instructions. Any typical "details" (as such term is used in the industry) of a specific area included on Drawings show the intent of all similar areas. If questions arise about the construction of an area not specifically detailed, the Contractor shall consult with the party that prepared the plans and specification, who will provide further details and instructions. Such further documentation, if consistent with the Contract Documents, shall not alter the Contract Sum.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Contractor shall maintain and update a clean set of construction documents and "as-built" drawings, in both hard copy and digital form of the as-built conditions, which shall include any field coordination changes, request for information "RFI", submittals and/or alterations from the Contract Documents which was approved by the Architect, as otherwise authorized or required in accordance with any other provision in these General Conditions and any Supplementary Conditions, to complete the Work. The Contractor shall provide the Architect a hard copy and digital copy of the "as-built" drawings for its generation of as-built record drawings.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties shall establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall promptly notify Owner of any discrepancy or inaccuracy of the information which it discovers, and the Owner shall correct any such inaccuracy. Failure to notify Owner within seven (7) days of when the inaccuracy is discovered shall act to bar any Claims by Contractor arising from the inaccuracy of any such information.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work within the Contract Time, or disregards the instruction of Architect or Owner when based on the requirements of the Contract Documents, then the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Nothing herein shall be deemed to limit the Owner's rights with respect to termination as set forth in Article 14 of the General Conditions or any other rights available to the Owner under the Contract Documents as well as any rights or remedies available at law or equity.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. Any reference in the General Conditions or other Contract Documents to "Contractor" or "General Contractor" shall mean and include Construction Manager as may be identified in the Agreement.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. The Contractor shall notify the Architect and the Owner of materials, systems, procedures or methods of construction indicated in the Contract Documents which the Contractor believes may be incorrect, inadequate, or obsolete. The Architect, in consultation with the Owner, shall make a determination in writing of the issues raised in the Contractor's notice.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences

or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 The Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a workmanlike manner under the full-time supervision of a qualified foreman. The Contractor shall advise the Owner and Architect if the Contractor has knowledge of: (a) any specified product that deviates from good construction practices; (b) Specifications that will adversely affect any warranties; and (c) any objections which the Contractor may have to the Specifications.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 In the event that Contractor discovers any damage to or deficiency in the Work, Contractor shall provide Owner prompt written notice of any such damage, defect or deficiency of any Work or Equipment whether furnished by Owner or Contractor. Should Contractor fail to notify Owner of any such damage or deficiencies that Contractor could have reasonably discovered, by inspection or testing in accordance with the Contract Documents, Contractor shall be responsible to remedy the damage, defect or deficiency at its sole cost and expense

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. After executing the GMP Amendment, and otherwise expressly stated in the GMP Amendment relative to specific Work, Contractor acknowledges and agrees that it bears the sole risk of any market changes or fluctuations regarding price or availability relative to labor and materials during the performance of the Work on the Project.

§ 3.4.1.1 Unless otherwise provided in the Contract Documents, all equipment, material, and articles incorporated into the Work shall be new and of the most suitable grades. The Contractor shall inspect all materials delivered to the Project and shall reject any observably defective materials. Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with the manufacturer's latest direction. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind or quality of any materials. All package materials shall be shipped to the Project in the original containers, clearly labeled, and delivery slips shall be submitted with bulk materials, identifying thereon the source. The Contractor shall coordinate delivery, receipt, removal of packing waste, and installation of Owner supplied equipment and materials.

§ 3.4.1.2 All material delivered to the job site shall be stored and handled in a manner to preclude inclusion of any foreign substances or causing of any discoloration therein and to prevent any damage thereto which might reduce its effectiveness as part of the Work. All Work described or required under the Contract Documents shall be performed in a neat, skillful and workmanlike manner in accordance with industry-leading recognized and published trade practices. Only competent workmen who satisfactorily perform their duties shall be employed to accomplish the Work, and, when requested by Owner or Architect, Contractor shall discharge and shall not reemploy any person who commits trespass or who is, in the Owner's reasonable opinion, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the

consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. In making a request for a substitution, the Contractor represents and warrants the following:

§ 3.4.2.1 Contractor investigated the proposed product and determined that it is equal or superior in all respects to that which was specified;

§ 3.4.2.2 Contractor shall provide an equal or greater warranty for the substitution than the Contractor would for that which was specified;

§ 3.4.2.3 Contractor certifies that the cost data presented is complete and includes all related costs under the Contract, except the Architect's redesign costs; and

§ 3.4.2.4 Contractor shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects in accordance with the Construction Schedule.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.3.1 Owner is committed to supplier diversity and shall enforce all non-discrimination requirements. Contractor and its Subcontractors engaged in the Project shall provide an equal opportunity for employment and shall not discriminate in violation or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors.

§ 3.4.3.2 Contractor shall comply with the Build America, Buy America Act as further stated in Paragraph B.9 of Exhibit B to the Agreement.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor guarantees that: (1) all Work performed hereunder will be performed in a good and workmanlike manner and in accordance with all federal, state and local laws, rules and regulations applicable to Contractor's performance of the Work; and (2) the Work and the product resulting from the Work and each item of material or equipment supplied hereunder shall conform to the terms and conditions of the Contract Documents and be free from defects in workmanship and materials. Without limiting the foregoing, Contractor will assign to Owner any and all rights to enforce any manufacturer's warranty on the materials or equipment Contractor supplies hereunder. This warranty is in addition to any and all other warranties, expressed or implied, extended by the Contractor pursuant to the provisions of this Contract or applicable law. The Contractor shall obtain from manufacturers and suppliers guarantees and warranties according to the Contract Documents and upon the optimum terms and longest periods reasonably obtainable. The Contractor shall and does assign to the Owner the benefits of all warranties and guarantees of all Subcontractors, but such assignment shall not relieve the Contractor of its warranty obligations to the Owner under the Contract Documents.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies (including, but not limited to, sewer tap fees, capacity charges, acreage fees and bonds required by any public entity) necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Copies of any and all permits, licenses, and certifications shall be delivered to the Architect and Owner as soon as they are obtained. Contractor shall deliver the originals of such permits, licenses, and certificates to the Architect together with the Application for Final Payment.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

(Paragraphs deleted)

§ 3.7.4 Latent or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise latent physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the GMP or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15. No adjustment in the GMP or Contract Sum shall be permitted, however, in connection with a latent or unknown condition that does not differ materially from those conditions disclosed by the Contractor's prior inspections, tests, reviews, and preconstruction services for the Project, or inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make in connection with the Project.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs

- and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2; and
- 4 all allowances shall be tracked and accounted for with an "open book" approach. Allowance summaries will be viewable at any reasonable time by the Owner.

§ 3.8.3 Contractor shall submit a written quotation to the Owner of the costs associated with an allowance prior to incurring any costs associated with the allowance and in accordance with the approved Project Schedule so as to allow the Owner sufficient time to review the information and make a decision. Under no circumstances shall Contractor incur any costs related to an allowance on behalf of Owner without prior written authorization of Owner. Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 Unless otherwise identified in the Contractor's Staffing Plan attached to the Agreement, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed. Contractor shall not make any changes to Contractor's Project team personnel as identified in Contractor's Staffing Plan attached to the Agreement without prior written consent of Owner. Owner shall have the right, at any time, to direct a change in Contractor's Project team personnel if their performance is unsatisfactory to Owner. In the event of such demand, Contractor shall, within seven (7) days after notification, replace said personnel with a person satisfactory to Owner, in Owner's sole discretion.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 The parties agree, and the Contractor acknowledges that minor hindrances and delays are ordinarily encountered on projects of this type. Subject to Section 8.3.1, the parties specifically anticipate and contemplate such minor hindrances and delays, including, but not limited to, the action or inaction of suppliers, Subcontractors, and other contractors, and weather conditions. The Contractor agrees that such delays of the type as set forth above are included in the Contract Sum and Construction Schedule and that they shall not constitute the basis of a time extension or a claim for additional compensation of any type.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Construction Schedule shall indicate the following in addition to the information required by the other Sections of these General Conditions:

- .1 a schedule of production of drawings, specifications and other documents required for the award of Subcontracts for construction (providing for appropriate periods for review, which periods shall not exceed ten (10) days where practical);
- .2 a listing of all long-lead-time items and a schedule for the acquisition and delivery of such items;
- .3 a detailed construction progress schedule showing the different stages of progress required in the Work and which clearly reveals the critical path to Substantial Completion;
- .4 a schedule for the processing of shop drawings;
- .5 the itemization of Work provided by the Owner or others for the Contractor's incorporation into the Work; and
- .6 the completion of punch list work and the close out of the Project.

§ 3.10.5 The Construction Schedule shall provide a graphic representation of all activities and events that will occur during performance of the Work; identify each phase of construction and occupancy; set forth dates that are critical in ensuring the timely and orderly completion of the Work. The schedule shall, if directed by the Owner, be resource-loaded indicating anticipated labor and material usage and amounts to be billed to the Owner so as to allow for cash flow projections. Upon acceptance by the Owner and the Architect, the Construction Schedule shall become part of the Contract Documents. The Contractor shall monitor the performance of the Work for conformance to the accepted Construction Schedule and shall promptly advise the Owner of any potential delays.

§ 3.10.5.1 The Contractor shall submit updates to the Construction Schedule on no less than a monthly basis and shall submit updates with each Application for Payment. Submittal of said schedule shall be a condition precedent to the Owner processing the Contractor's Application for Payment. The updates shall reflect actual conditions and progress since the prior update. In the event that any update to the Construction Schedule indicates the possibility of a delay to the Project, the Contractor shall propose an affirmative plan to correct the delay including the use of overtime and/or additional labor within ten (10) days of the occurrence giving rise to the delay. In no event shall an update to the Construction Schedule constitute a notification of a Claim or a request for an adjustment to the Contract Time or Contract Sum.

§ 3.10.6 If the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved Construction Schedule or the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of the Work, which shall include without limitation, working overtime or additional shifts, supplying additional manpower and/or equipment and other similar measures. These corrective measures shall continue until the progress of the Work complies with the approved Construction Schedule and the Contract Documents. Subject to Section 8.3.1, and except as otherwise provided in the Contract Documents, the Contractor shall not be entitled to any adjustment in the Contract Sum in connection with any corrective measures ordered by the Owner under this Section, unless and to the extent the Work was behind schedule for reasons that entitled the Contractor to additional time to perform the Work under the Agreement.

§ 3.10.7 The Contractor shall be solely responsible for the original Construction Schedule, any and all updates, changes, alteration or amendments to the Construction Schedule. Neither the Owner, the Architect nor any of the Owner's consultants shall be responsible for the accuracy or sufficiency of any Construction Schedule prepared or presented to the Owner, Contractor warrants to Owner that the Construction Schedule has been prepared in good faith, is accurate to the best of Contractor's knowledge and that the Owner may rely thereon in regard to any and all decision or actions by the Owner in regard to the Project.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals by the Contractor in digital format shall be endorsed by the Contractor in writing, either digitally or on paper. Submittals which are not marked as reviewed for compliance with the Contract Documents and confirmed by the Contractor may be returned by the Architect without action and all costs of return shipping and delivery of the unsigned submittal shall be charged to the Contractor.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Any Work performed or materials ordered before approval of the required submittal shall be at Contractor's sole risk that the Work or materials may be rejected by the Architect or the Owner.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work with the Owner's written approval, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Contractor shall locate, protect, and save from injury utilities of all kinds, either above or below grade, inside or outside of any structure, found in the areas affected by its Work. Contractor shall be responsible for all damage caused to such utility by the operation of equipment or delivery of materials or as the direct or indirect result of any of its Work and shall repair all such damage at its expense and as a part of the Work included in the Contract Documents. Contractor shall not be entitled to any increase in the Contract Sum or Contract Time on account of such damage to any utility unless the utility is defined to be a latent or unknown condition per Section 3.7.4.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project. On a regular basis throughout the performance of the Work, the Contractor shall be responsible for continuous removal of all debris, waste materials, rubbish, surplus materials or other waste from the Project site. Contractor and all Subcontractors shall deposit debris exclusively in designated waste containers at a location identified by the Owner. Neither the Contractor nor any Subcontractor shall use any of the Owner's facilities for the deposit of debris or waste materials of any kind or sort. The Contractor and all Subcontractors shall strictly comply

with the requirements of federal, state and local laws, ordinances, regulations and lawful orders as well as with the Owner's directives relative to maintaining the Project site.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor on behalf of itself, its Subcontractors, its agents and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (all of said parties are herein sometimes collectively referred to as the "Indemnitors") shall, at its own expense, indemnify, defend (with counsel reasonably acceptable to Owner) save, and hold harmless the Owner, and all its elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers thereof, all entities related to the Owner, all principals of the Owner or its related entities, their respective employees, partners, agents and anyone else acting for or on behalf of Owner and its related entities, their respective partners, and anyone else acting for or on behalf of any of them (all of said parties are herein collectively referred to as the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent caused by the negligent acts or omissions of the Indemnitees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 To the fullest extent permitted by law, the Indemnitors shall also indemnify and defend (with counsel reasonably acceptable to Owner) the Indemnitees from and against any and all fines, penalties, claims, damages, liability, losses and expenses, including attorneys' fees, arising out of or relating in any way to (i) any violation of or failure to comply by an Indemnitor with any law, statute, ordinance, rule, regulation, code, requirement or lawful order of any public authority with jurisdiction over the Work, (ii) an Indemnitor's means, methods, procedures, techniques or sequences of execution or performance of the Work, (iii) an Indemnitor's failure to secure and pay for permits, fees, approvals, licenses or inspections as required under the Contract Documents, and (iv) any violation of any permit or other approval by the an Indemnitor.

§ 3.18.4 The Contractor shall indemnify and hold harmless the Owner from and against all costs and fees, including actual attorney fees, incurred in enforcing the Contractor's obligations for defense and indemnification in the Contract Documents.

§ 3.18.5 With respect to Contractor's duty to defend, (a) Owner, at its option, may select counsel to defend any demand or claim brought against it without impairing any obligation of Contractor to provide indemnification; and (b) in no event shall Contractor settle any claim without prior approval by Owner.

§ 3.18.6 To the extent any indemnification requirement contained in Section 3.18 is deemed violative of any law, that provision shall be deemed modified so that Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with

Init.

information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.7.1 The Architect shall have the authority to reject any shop drawing that violates the provisions of Section 3.12 of these General Conditions, and no extension of the Contract Time shall be allowed as a result of such rejection.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4 with the Owner's written approval. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and suggest resolution of matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 [Intentionally Omitted]

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information. If any response to a Request for Information is asserted to be a change in the Work, the Owner must be notified in writing immediately.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 The term "Subcontractor(s)" means a person or entity retained by Contractor or with any other Subcontractor (at any tier), including without limitation all sub-subcontractors and suppliers (at any tier), as an independent contractor to provide labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 The Contractor shall procure Subcontractor bids and award contracts consistent with Section 1.1.14 of the Agreement.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. If, after award of a subcontract, the Owner objects to a person or entity to whom Owner has previously consented, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively.

§ 5.2.3 [Intentionally Omitted]

§ 5.2.4 The Contractor shall not seek bids or otherwise substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.2.5 Upon request, Contractor shall provide Owner an executed copy of any and all subcontracts, purchase orders, and other agreement relating to the Work.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

Owner shall not be responsible to pay Subcontractor for any amounts previously paid to the Contractor for the Subcontractor's Work. Notwithstanding the Owner's acceptance of the assignment, the Contractor shall remain responsible for the Contractor's rights and obligations under the Subcontract arising prior to the Owner's acceptance of the assignment, at Contractor's sole cost. Contractor shall use commercially reasonable efforts to assist the Owner in the enforcement of the subcontract subsequent to such acceptance of the assignment, at Contractor's sole cost. The provision of this Section shall survive termination of the Agreement.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised. Contractor and its Subcontractors shall use their best efforts to cooperate with Owner and any other entity or other contractor or subcontractor involved in the Work on the Project. In order for the Work to be completed in an expeditious manner, Contractor agrees that it will use all reasonable efforts in order to ensure that such separate contractors have a reasonable opportunity to complete their work as and when required.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

Init.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible. and all the costs will be assessed against the next Application for Payment by the Contractor.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect with the Owner's written approval.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 Contractor shall proceed with its performance obligations as changed by a Change Order, Construction Change Directive, or order for a minor change in the Work. In accordance with Section 7.2.3, Contractor shall not perform any Work that constitutes a change in the Work without either a fully executed Change Order, a Construction Change Directive signed by the Owner, or an order for a minor change in the Work issued by the Architect with the Owner's written approval.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Change Order shall represent a complete accord and satisfaction and settlement of all claims relating to the Work relating to the Change Order including without limitation all direct and indirect costs associated including without limitation cumulative impacts, lost productivity and other claims for any increase in the Contract Time or the Contract Sum.

§ 7.2.3 The Contract Sum or Contract Time shall only be modified by a written Change Order under this section, by a Construction Change Directive under section 7.3 or by a written notice from the Owner under Section 9.7.2. No course of dealing, conduct between the parties, or any asserted implied acceptance of alterations or additions to the Work or any asserted enrichment or benefit conferred upon the Owner shall constitute the basis for any Claim for modification to the Contract Sum or Contract Time or any modification to any term of the Contract Documents.

§ 7.2.4 The Contractor shall provide a quote for Owner requested Change Orders within two (2) weeks of such request.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time or Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

Subject to Article 6.3.1.1 of the Agreement, the Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect and written approval of the Owner that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 The Contractor, Subcontractor, suppliers, consultants, or any other entity working on behalf of the Contractor expressly agrees that in undertaking to complete Work within the Contract Time specified (as may be modified in accordance with the Agreement) and Contractor has made allowances for certain foreseeable hindrances and delays. If and to the extent the Contractor is delayed at any time in the commencement or progress of the Work which impacts the critical path schedule by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by unforeseeable labor disputes, fire, unusual and unanticipated delay in deliveries beyond the Contractor's control, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, acts of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorism, or other civil unrest, unforeseeable adverse action by any governmental authority, or unforeseeable change in laws/regulations or other unforeseeable causes beyond the Contractor's control ("Force Majeure Event"); (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine. The Owner and Contractor will negotiate any adjustment of the Contract Time for this delay, which may include a change to the Contract Sum except due to a Force Majeure Event. The extension of time shall be the sole remedy for the Contractor relative to a delay or disruption caused by a Force Majeure Event, and the Contractor hereby waives any and all claims for monetary damages arising out of or related to any such delay or disruption. Notwithstanding anything contained herein to the contrary, extensions of Contract Time will not be granted for delays to the extent (a) caused by the fault, negligence, errors or omissions of the Contractor, or its Subcontractors or suppliers; (b) could have been reasonably anticipated or mitigated by the Contractor; (c) could have been avoided or limited by the Contractor's timely notice of the delay; or (d) the delay does not impact the critical path schedule of the Work.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

Init.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay or the payment is otherwise subject to withholding, back charge or offset permitted by the terms of the written agreement between Contractor and Subcontractor or supplier.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.4 The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet in addition to the other documents identified in these General Conditions and the Agreement.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within thirty (30) days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by

joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.2 In the event that the Owner is entitled to payment from or reimbursement by the Contractor pursuant to the Contract Documents, the Contractor shall make such payment promptly upon demand by the Owner. If the Contractor fails to promptly pay any amount then due to the Owner, the Owner may, in addition to any other rights or remedies that the Owner may have, offset such amount against the Contract Sum and elect to deduct that amount from any

Application for Payment or issue a written notice to the Contractor reducing the Contract Sum by the amount to which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. As used herein, the Owner's "intended use" of the Work includes Owner's ability to occupy and utilize all common areas and amenities for their intended purposes without unscheduled interruptions or interference. Under no circumstances shall the Work or any portion thereof be deemed to be substantially complete unless and until certificates of occupancy and completion governing the Project have been issued by all appropriate governmental authorities having jurisdiction over the Project thereby allowing the intended use of the Work, unless a delay in receiving the final certificate of occupancy is solely and directly caused by Owner or Architect's actions.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.3.1 The Architect will make up to two (2) inspections to determine Substantial Completion on any portion of the work subject to Owner's approval. If because of these inspections the Architect determines that the work is not substantially complete, either because of major items not completed or a significant amount of punch list items, successive inspections requested by the Contractor will be charged to the Contractor at the Architect's then current hourly rate. The Owner shall withhold such compensation from the Contractor and pay such amount to the Architect. The Contract Sum may be adjusted as provided in Section 9.7.2.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof, subject to Owner's right to withhold up to 200% of the estimated value of incomplete Architect Punch List items at its sole discretion. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Contractor shall complete the Architect Punch List within thirty (30) days of receipt of the list.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of

the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. As portions of the Project are completed and occupied, Contractor shall ensure that continuing construction activity will not unreasonably interfere with the use and occupancy of the completed portions thereof. Contractor will permit Owner or other contractors who may be stocking and/or installing the Owner's furniture, fixtures and equipment or performing other construction or operations on the Project access to the site so long as the construction or operations by other contractors does not unreasonably interfere with the performance of the Work under the Contract Documents.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.1.1 The Architect will make up to two (2) inspections to determine Final Completion on any portion of the work. If because of these inspections the Architect determines that the work is not finally complete, successive inspections requested by the Contractor will be charged to the Contractor at the Architect's then current rate. The Owner shall withhold such compensation from the Contractor and pay such amount to the Architect. The Contract Sum shall be modified pursuant to Section 9.7.2.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee in writing submitted with the final Application for Payment as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition. When required by law or for the safety of the Work and existing structures, the Contractor

shall shore-up, brace, underpin, and protect foundations and other portions of existing structures which are in any way affected by the Work. The Contractor, before commencement of any part of the Work, shall give any notices required to be given to adjoining landowners or other parties.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Contractor shall be solely responsible to comply with all requirements to maintain Material Safety Data Sheets onsite and any other OSHA regulation or requirements.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, and all its elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers thereof, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as required by the Agreement, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Purchasing Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or

maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Contractor waives all rights against (1) the Owner and any of Owner's or Contractor's subcontractors, sub-subcontractors, agents, and employees; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 [Intentionally Omitted]

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. The period for the correction of Work shall be extended by corrective Work performed by the Contractor but only as to the corrected Work. If and whenever a latent defect, that is, a defect which exists in the Work that was not and would not normally be revealed, discovered or located before the end of the correction period stated in this section, becomes apparent, Owner shall, as promptly as practical, notify the Contractor of the latent defect, the latent defect shall be deemed to have occurred within the correction period stated in this section, and the Contractor shall be responsible for the correction and/or payment of the costs to correct the latent defect as stated in this section, which costs shall solely be borne by the Contractor.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 Defective work corrected by the Contractor shall be warranted for an additional period of one (1) year from the date of the Owner's acceptance of the Contractor's corrections.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effective whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 **Survival.** All obligations, responsibilities, terms, conditions, provisions, and representations of the Contractor, which by their nature extend beyond the Contract Time or completion of the Work in the Agreement shall survive acceptance, final payment, completion, expiration, suspension or termination of the Agreement whether such survival is expressly stated or not, including without limitation (a) Section 2.2.4 of the A201-2017; (b) Section 3.5 of the A201-2017; (c) Section 3.6 of the General Conditions entitled "Taxes"; (e) Section 3.18 of the General Conditions entitled "Indemnification"; (f) Section 5.4 of the General Conditions entitled "Contingent Assignment of Subcontracts"; (g) Section 9.6.8 of the General Conditions; (h) Article 11 of the General Conditions and Section 14.3 of the Agreement both entitled "Insurance and Bonds"; (j) Section 12.2 of the General Conditions entitled "Correction of Work"; (j) Section 13.1 of the General Conditions entitled "Governing Law"; (k) Section 13.2 of the General Conditions entitled "Successor and Assigns"; (l) Article 14 of the General Conditions entitled "Termination or Suspension of the Contract"; (m) Article 15 of the General Conditions entitled "Claims and Disputes"; (n) Article 10 of the Agreement entitled "Accounting Records"; (o) Article 12 of the Agreement entitled "Dispute Resolution"; (p) Article 13 of the Agreement entitled "Termination or Suspension"; (q) Article 14 of the Agreement entitled "Miscellaneous Provisions"; (r) Article 15 of the Agreement entitled "Scope of the Agreement"; (s) all other indemnification obligations in the Agreement; and (t) all other provisions of this Agreement to the extent necessary to interpret and give legal effect to the foregoing surviving provisions.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event Owner is determined to have incorrectly terminated the Contractor for cause, such termination shall be deemed to have been a termination for convenience and shall be governed by the provisions of Section 14.4.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate all or any part of the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts as verified by Owner's audit minus any amounts owed by Contractor to Owner under the Agreement as full compensation under this Agreement.

§ 14.4.4 In no event shall Owner be liable to Contractor for unrealized profits on the terminated Work. Contractor's invoice for compensation in the event of termination must be supported by sufficient records and documentation to enable Owner to verify all amounts claimed by Contractor. Upon termination pursuant to this Section, Owner shall have no further obligation to Contractor with respect to the terminated portion(s) of the Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

§ 15.1.4.2 [Intentionally Omitted]

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. Within twenty-one (21) days of asserting the Claim, the Contractor shall provide any and all supporting documentation of the Claim to the Owner, unless the Owner allows in writing additional time for the Contractor to submit additional or more accurate data in support of the Claim.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Within twenty-one (21) days of asserting the Claim, the Contractor shall provide an analysis using a properly implemented Time Impact Analysis, Window Analysis or legally sufficient equivalent demonstrating the effect of the Claim on the critical path of the overall Project. The analysis shall include, without limitation, an identification and quantification of the delay resulting from the Claim, the measures that are or have been taken to mitigate the effect of any Claim, any other proposal or possibility to reduce or eliminate the effect of the Claim. No adjustments to the Contract Time shall be permitted for any delay to the extent caused by the Contractor. The Contractor expressly agrees that delays to construction activities which do not affect the overall completion of the Work shall not entitle the Contractor to an adjustment of the Contract Time.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Negotiation

(Paragraphs deleted)

§ 15.2.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7 shall be subject to negotiation pursuant to Section 15.2.

§ 15.2.2 Owner and Contractor shall designate a senior executive with authority to attempt to resolve all claims and disputes by negotiation. The designated senior executive shall promptly begin discussions in an effort to agree upon a resolution of the dispute within 30 days of referral of the dispute to them initiated by either party. Either party may elect to abandon negotiations. If a dispute cannot be resolved pursuant to the procedures outlined in this Section, the parties shall proceed with mediation.

§ 15.2.3 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

(Paragraphs deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The

request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

EXHIBIT A

Exhibit A- Federal Funding Requirements

All references to "contractor" in this section shall mean Construction Manager and its Subcontractors. The Construction Manager and its Subcontractors shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the use of Federal funds for this project including but not limited to the following:

A.1 Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements 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, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

A.2 Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

A.3 Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Owner and understands and agrees that the Owner, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

A.4 Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A.6 In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule, (ii) Meeting contract performance requirements; or (iii) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

A.7 Contract Work Hours And Safety Standards Requirements

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A.8 Davis-Bacon Act Requirements

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the

wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

A.9 Build America, Buy America Act

The Contractor acknowledges that it understands and agrees that the infrastructure materials it is providing or acquiring under this Agreement are supported with Federal funds subject to the Build America, Buy America Act (BABAA). See Section 70912, the Build America, Buy America Act, the "Infrastructure Investment and Jobs Act" (IIJA; P.L. 117-58). Under that provision, BABAA applies where Federal funding supports an infrastructure project as defined in Section 70912 of BABAA. BABAA requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants: (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph

by the Contractor shall permit recovery as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether caused in whole or in part, from the Owner.

A.10 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms; 2 CFR 200.321

The Contractor and its trade partners shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in accordance 2 CFR 200.321.

EXHIBIT B

Exhibit B –
Program Requirements and Concept Site Plan

Anticipated Space Program

Total Building Space Program is anticipated to in the range of 30,000 to 60,000 gross square feet in area, summarized below.

Activity Spaces:

- Gymnasium (Multi-purpose Room)
 - Basketball Courts – competition full size, 2 courts, AAU standards
 - Volleyball; gymnastics; wrestling
 - Bleachers – up to 500 people
 - Locker rooms and toilet rooms (shared with pool)
- Pool – 6 lanes, 25m length, deep end for diving (13' minimum depth), 1m springboard
 - Purpose – high school competition, open swim, lessons, physical therapy
 - Bleachers for spectators
 - Equipment storage
 - Lockers w/ showers (shared with Gym)
 - Toilet Rooms (shared with Gym)
 - Waterslide
- Outdoor Recreation
 - Playground w/ equipment
 - Open play areas
 - Soccer
 - Basketball
 - Softball (2 fields)
 - Ice rink in winter and roller hockey in summer
 - Running track – 8 lanes (indoor)
 - Concessions
 - Pads for food trucks
 - Toilet facilities
 - Bleachers for spectators
 - Tennis Courts
- Before and After School Programs
 - Learning Center/Art Area
 - Reading/Quiet Area/Homework Area
 - Creative-Dramatic Area
 - Music Area
 - Exercise Area
- Music Center (Band Program)
 - Classroom; private/group lessons; soundproof
 - Musical instrument storage
- Activity Room(s)
 - General Activity Room (up to 30 people)
 - Dance/Yoga/Martial Arts Activity Room (up to 15 people +/- 1000 SF)

- Game Room
- Teen Room/Club
- Meeting Room(s)
- TV Production
- Construction STEM Room (i.e., building tools and saw press)
- Two-lane Bowling Lane
- Bounce House

Customer Service Spaces:

- Reception Area
- Social Recreation
- Office Area/Administration
 - Private offices (6-8 staff offices)
 - Copy/work room
 - Staff lounge
- Staff/Visitor Toilet Room(s)
- Conference Room – 12 people
- Kitchen
 - Culinary Arts
 - Commercial kitchen equipment
 - Dry storage, prep area, refrigeration
- Snack Bar (Café)

Support Areas:

- Medical room/Allied Health services
- Toilet Rooms for staff, public, and outdoor activities
- Locker Rooms
- Storage – equipment, office, and pool
- Mechanical/Electrical Room(s) – Building and Pool
- Circulation
- Laundry/Clean up
- Parking – staff, public, bus drop-off, trash, and service

[Remainder of page intentionally left blank]

PRELIMINARY SPACE PROGRAM

City of Pontiac - New Youth Recreation Center
Preliminary Program Data
REVISED: 11/15/2022

Area	Name	Description	Number of Rooms	Length (in feet)	Width (in feet)	Area (Square Feet)
Activity Areas	Gymnasium Court		2	120	76	18,240
	Gym Lobby		1	100	14	1,400
	Spectator Bleacher (Gym)	Telescoping: 250 capacity per Gym	2	88	15	2,640
	Gym Office		2	14	12	336
	Gym Equipment Storage		2	14	10	280
	Locker Room/Toilet Room	Athletic Participants/Officials Men's & Women's	2	47	20	1,880
	Toilet Rooms (Public)	Based upon Gym occupancy loads: Men's & Women's	2	50	12	1,200
	Pool and Pool Deck		1	112	74	8,288
	Spectator Bleachers (Pool)		1	82	15	1,230
	Pool Equipment Storage		2	20	14	560
	Pool Mechanical Room		1	40	14	560
	Multi-Purpose Room (large)	Up to 30 People	1	60	30	1,800
	Multi-Purpose Room (small)	Up to 15 People	2	30	18	1,080
	Meeting Room		1	16	12	192
	TV Studio (film and video)	w/ office	1	45	25	1,125
Customer Service Areas	Lobby/Waiting/Visitors	Include Casual Seating Area	1	40	20	800
	Reception		1	12	12	144
	Director Office		1	16	12	192
	Assistant Director Office		1	12	10	120
	Youth/Recreation Manager		1	12	10	120
	Parks Manager		1	12	10	120
	Offices for Future Growth		2	12	10	240
	Before/After School Coordinator		1	12	10	120
	Staff Area		1	24	20	480
	Staff Toilet Rooms		2	8	7	112
	Staff Lounge		1	20	14	280
	Copy/work Room		1	14	12	168
	Conference Room	12 People	1	22	16	352
	Office Storage		1	10	8	80
	Allied Health Services		1	20	10	200
Support Areas	Commercial Kitchen	Prep, Refrigeration, storage, equipment	1	60	40	2,400
	Concession Support		1	12	10	120
	Cafe/Snack Bar	With Seating Combined with Casual Seating Area	1	20	16	320
	Staff Laundry		1	10	10	100
	General Storage	Include Storage of Tables and Chairs	1	20	14	280
	Building Mechanical Room		1	20	16	320
	Building Electrical Room		1	12	12	144
	IT/Network Equipment		1	8	8	64
	Custodial		2	15	14	420
	Sub Total					48,507
	General Circulation	Approx. 20% of Useable Square Footage				9,701
	Total					58,208

To Extend to an Upper Level	Stair 1		2	24	12	576
	Elevator & Elev. Equipment Room		1	20	10	200
	Gym: Upper level track		1			5,448
Outdoor Support Area	Parking	Based upon recreation use for approx. 58,208 sq. ft. (1/600 sq. ft.)	97	20	10	19,400
	Parking Circulation					4,000
	Bus Drop off/Pick up					2,500
	Trash enclosure and service drive					200
	DPW Storage Building		1	80	40	3,200
Outdoor Recreation	Underground utility infrastructure					
	Soccer Field		1	408	279	113,832
	Basketball Hard Surface Area	(2) 1/2 court basketball	2	60	60	7,200
	Open Play Area		1	100	100	10,000
	Softball Field		2	256	256	131,072
	Track		1	581	304	176,624
	Ice Rink	Summer - Roller Hockey	1	200	85	17,000
	Concessions		1	30	15	450
	Toilet Rooms		2	24	12	576

PRELIMINARY CONCEPT SITE PLAN



[Remainder of page intentionally left blank]

EXHIBIT C

City of Pontiac New Center

Clark/White Staffing Plan

**We have included a 12 month duration per the RFP, but understand the deadline of obligation of funds by December 31, 2024 and will collaborate closely with the City of Pontiac and the Design Team to guarantee all milestones are achieved.*

Staffing Analysis		May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	
		Concept Budget	Concept Budget	Schematic Design		Design Development				Construction Documents				Pre Con Phase
Hours Based on 173 Hr Month		1	2	3	4	5	6	7	8	9	10	11	12	Hours
Project Executive	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Bobby Lalonde/Donovan White	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Project Director/SPM Market Leader	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Chad Thelen	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Project Engineer	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Ebony Reid	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Senior Estimator/Planner	%	10%	10%	40%	40%	20%	20%	20%	20%	15%	10%	5%	5%	
Traci Brower	Hrs	10	10	69	69	35	35	35	35	26	17	9	9	357
Senior Estimator	%	0%	0%	20%	20%	20%	10%	10%	10%	5%	5%	5%	5%	
Bud Provenzano	Hrs	0	0	35	35	35	17	17	17	9	9	9	9	190
VDC/Building Information Modeling Technician	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Jeremy Barr	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Total Monthly Hours		45	45	138	138	104	87	87	87	69	61	52	52	963

EXHIBIT D



Cost Proposal: Submit the following information:

Fee for Preconstruction Services (AIA Document A133 – 2019, Article 3.1):

- Provide a not to exceed amount.

Pre-Construction Service Personnel:

Provide a listing of the key personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Preconstruction), and the proposed all in- inclusive billable hourly rate for each person that will be involved in the Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Bobby Lalonde	Project Executive	In Fee	In Fee	In Fee
Donovan White	Project Executive	In Fee	In Fee	In Fee
Chad Thelen	Market Leader	\$ 136.00	10	\$ 1,360.00
Ebony Reid	Project Engineer	\$ 68.00	20	\$ 1,360.00
Traci Brower	Senior Estimator/Planner	\$ 104.00	80	\$ 8,320.00
Bud Provenzano	Senior Estimator/Planner	\$ 104.00	80	\$ 8,320.00
Jeremy Barr	VDC/BIM Technician	\$ 83.00	20	\$ 1,660.00
*This project is very important the Clark/White team. We have elected to complete all preconstruction activities for total lump sum of \$21,200 . We have attached a staffing plan to illustrate the actual hours & effort that we will provide for the City of Pontiac.				\$ 21,020.00
<u>Staffing Plan-</u> Provide a staffing plan for the preconstruction phase. Include the number of hours per position per month for each month on the Project. <u>Please see attached staffing plan.</u>				

*We take no exceptions to the proposed CM contract nor do we suggest any modifications.

EXHIBIT E

Alicia Martin
Purchasing Manager
City of Pontiac
47450 Woodward Avenue, Room 206
Pontiac MI 48342



May 29, 2024

Dear Ms. Martin:

We appreciate the opportunity to move forward in the RFP process for the pre-construction and CMAR Services procurement. Attached you will find the cost forms issued with Addendum #1 along with staffing for the pre-construction and construction phases as well as our general conditions matrix. Our submission thought process is as follows:

PRE-CONSTRUCTION

Our pre-construction lump sum cost remains the same as originally submitted. We included the hours that will be required with the fast tracking of this project and are committed to that effort. As previously discussed, the hours for this are more than the cost for these services. We understand how important it is to keep costs as low as possible in the early planning of a project. This is an important project for Clark | White and we have priced the pre-construction services in a way that will help control upfront costs for the City of Pontiac while still providing a great value and effort throughout this phase. With a team of 15 pre-construction professionals, we are a full service provider and will not require the services of outside consultants.

CONSTRUCTION STAFFING

A project of this magnitude along with the speed of design requires full-time on-site staffing. We have included three full time staff members that will ensure success by controlling cost, providing quality construction, and most importantly a safe project for the trades and members of the local community. Our team consists of local southeast Michigan staff and will be supported by Chad Thelen, from our Auburn Hills office. The requirements of projects with early/multiple bid releases, phased construction, ARPA and multiple funding sources further justify the need for an experienced staff. Clark | White includes full-time staffing on-site and does not utilize project managers, project engineers and superintendents that are not located on site and have workload from other projects they are managing at the same time as your project. Our team will be assigned to your project only so we can have a fully committed team that has the City of Pontiac's best interests in mind without the distraction of other projects and clients.

GENERAL CONDITIONS

We have included general conditions required to support our three full-time staff members on-site. These will be invoiced as reimbursable costs and any money not expended by the end of the project will be returned to the City of Pontiac. This process will be completely open book and transparent. Clark | White has included a general conditions matrix showing these costs while providing a clear picture of the items that will be included by the trades as well as items that are typically covered by the project's ownership.

CONTINGENCY

We are suggesting a 5% contingency at this stage due the fast tracked design, phased bidding, and unknown site conditions at this time. Projects similar to yours typically have a 3-5% contingency included. Clark | White would prefer to further discuss the design schedule, method of early procurement, and level of construction documents at each stage of budgeting. By working closely with the City of Pontiac and the design team, we can make sure that the contingency carried in the budget is enough without being too conservative. As with the staffing and general conditions, any unused funds allocated to contingency will be returned to the City of Pontiac.

Once again, thank you for the opportunity and reach out the me with any questions or should the need for more information arise.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Thelen', is written over a horizontal line.

Chad Thelen
Sr. Project Manager, Market Leader
CLARK CONSTRUCTION COMPANY

cthelen@clarkcc.com
248.880.0027



City of Pontiac
Finance Department, Purchasing Division
47450 Woodward Avenue, Pontiac, MI 48342

Construction Manager At Risk (CMAR)
Request for Proposal
Post Submission Addendum #1

Date Issued: May 20, 2024

Due Date: May 29, 2024 @ 2:00 p.m. local time
Upload to BidNet via following Instructions:
[Electronic Bid Submission Guide](#)

Solicitation No: 24-37S (Reference Solicitation No. 24-15S)

Project Name: City of Pontiac Community Recreation Center
Former McCarroll Elementary School
191 North Glenwood Ave, Pontiac, MI

Owner: THE CITY OF PONTIAC
47450 WOODWARD AVE.
PONTIAC, MI 48342

RFP Contact: Alicia Martin, Purchasing Manager
47450 Woodward Ave, Pontiac, MI 48342
P: (248) 758-3120
E: purchasing@pontiac.mi.us

All questions or comments pertaining to the Post Submission Addenda #1 shall be directed to the contact listed above. Submitters are instructed not to contact anyone else associated with the city. The City of Pontiac (City) reserves the right to disqualify submitters from further consideration who violate this request. Replies issued in writing will be in the form of addenda/addendum and offered via email directly to submitters.

Addenda responses shall be delivered via email to RFP contact noted above.

INTRODUCTION

The purpose of this addenda is to provide the City with additional pricing information to assist in the evaluation of and understanding of the potential total project Construction Management ("CM" costs for the project. The City reserves the right to utilize the information submitted to negotiate a contract or contract amendment with the CM selected for the Pre-Construction Phase services or issue a Construction Management at Risk ("CMAR") RFP for public solicitation if it believes that this is in its best interest.

COST PROPOSAL & SCHEDULE

For the purposes of this Addendum, assume:

- a. the budget for the Cost of the Work for construction is **\$15,000,000 - \$25,000,000**. Note that the **\$15,000,000 - \$25,000,000** construction cost includes the construction contingency. The pricing information is to be provided at the following Cost of the Work ranges:
 - a. \$15,000,000 to \$20,000,000
 - b. \$20,000,001 to \$25,000,000
- b. An 18-month fast track construction schedule is the goal of the City. Do not make alternate schedule assumptions in the response to this addendum.
- c. The Construction Phase contract will be in substantially the same form as the AIA A133 and A201, as modified and attached hereto which will be identified as Exhibit E-1 to the Agreement.

Insurance Information:

Rates/Pricing to be used for the Cost of the Work range of \$20,000,001 to \$25,000,000.

A. Insurance Rates (% of the Cost of the Work)	0.75	%
B. 100% P&P Bonding Rate (% of Cost of the Work)	0.6	%
C. 100% Warranty Bond Rate, (% of Cost of the Work) 2 years	0.01	%
D. Builders Risk Insurance (% of Cost of the Work)	0.16	%

Rates/Pricing to be used for the Cost of the Work range of \$15,000,000 to \$20,000,000.

E. Insurance Rates (% of Cost of the Work)	0.75	%
F. 100% P&P Bonding Rate (% of Cost of the Work)	0.6	%
G. 100% Warranty Bond Rate, (% of Cost of the Work) 2 years	0.01	%
H. Builders Risk Insurance (% of Cost of the Work)	0.16	%

Definitions for the above Insurance Information.

"Insurance Rates" means Commercial General Liability, Workers' Compensation, Employers' Liability and Automobile Liability.

"100% P&P Bonding Rate" means Payment and Performance Bond in 100% of the Contract Sum in accordance with the Agreement.

"100% Warranty Bond Rate" means a warranty bond in accordance with AIA A313-2020, in 100% of the Construction Sum.

Proposed Fees and Additional Submittal Requirements:

Rates/Pricing to be used for the Cost of the Work range of \$20,000,001 to \$25,000,000.

I. Preconstruction Fee total (insert value previously submitted)		= \$	21,020.00	
J. CMAR's Construction Phase Fee (% of Cost of the Work)			2	%
K. CMAR's Staffing Costs Monthly Rate	$18 \times \frac{47,435.78}{}$ / month	= \$	853,844.00	
L. CMAR's General Conditions Costs	$18 \times \frac{2627}{}$ / month	= \$	47,286.00	
M. Proposed Contingency Percentage (% of Cost of the Work)			5	%

Rates/Pricing to be used for the Cost of the Work range of \$15,000,000 to \$20,000,000.

N. Preconstruction Fee total (insert value previously submitted)		= \$	21,020.00	
O. CMAR's Construction Phase Fee (% of Cost of the Work)			2.25	%
P. CMAR's Staffing Costs Monthly Rate	$18 \times \frac{47,435.78}{}$ / month	= \$	853,844.00	
Q. CMAR's General Conditions Costs	$18 \times \frac{2627}{}$ / month	= \$	47,286.00	
R. Proposed Contingency Percentage (% of Cost of the Work)			5	%

Any adjustments to the total Cost of the Work varying from the **CM Cost Proposals provided** above or variances from the schedule provided in this RFP through no fault of the CM will be equitably adjusted utilizing the information and rates provided in this cost proposal as mutually agreed upon in writing. Adjustments will be made after trade contracts have been awarded and the final project cost has been established.

[Remainder of page intentionally left blank]

Construction Service Staffing Costs:

Provide a list of the key CM staff being proposed for this project, the estimated hours of involvement (for the duration of the services required for Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CM's Construction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Donovan White	Project Executive	In fee	In fee	In fee
Robert LaLonde	Project Executive	In fee	In fee	In fee
Chad Thelen	Senior Project Manager-ML	In fee	In fee	In fee
Jacob Pincura	On-site Project Manager	\$89.00	3114	\$277,146
Ebony Reid	On-site Project Manager	\$72.00	3114	\$224,208
Clayton Swenson	Site Superintendent	\$101.00	3114	\$314,514
Josh Rothlein	Safety Manager	\$88.00	311	\$27,368
Lori Fernette	Purchasing/Accounting	\$68.00	156	\$10,608
Total:				\$853,844

Staffing Plan- Provide a staffing plan for preconstruction and construction phases. Include the number of hours per position per month for each month on the Project.

General Conditions. Provide documents identifying the intended general condition line items (e.g. Trailer, Field Office, Power, Portable Toilets, Information Technology, Office Suppliers etc.) and cost per month per line item.

Exhibit 1 to this Addendum hereby adds Exhibit E (and the exhibits hereto) to the proposed form of the preconstruction only agreement contained in the Request for Proposal.

PROPOSAL CERTIFICATION

This proposal addendum has been prepared to provide the City of Pontiac with all the information requested for Construction Management Services. The undersigned certifies that the information contained herein meets or exceeds the scope of services as outlined in the associated addenda. The proposal acknowledges the anticipated budget and anticipated schedule for the Project, which is acceptable to the bidder except unless otherwise noted in the proposal response.

Signed this 29 day of May, 2024.

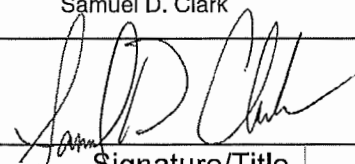
Name Samuel D. Clark, Clark Construction Company Firm

Address: 3535 Moores River Drive
Lansing, MI 48911

Phone Number: 517.372.0940 Email: sclark@clarkcc.com

If a corporation, indicate state of incorporation and affix seal.

Attest: Samuel D. Clark

By:  President/CEO
Signature/Title



City of Pontiac New Center

Clark/White Staffing Plan

**We have included a 12 month duration per the RFP, but understand the deadline of obligation of funds by December 31, 2024 and will collaborate closely with the City of Pontiac and the Design Team to guarantee all milestones are achieved.*

Staffing Analysis		May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	
		Concept Budget	Concept Budget	Schematic Design		Design Development				Construction Documents				Pre Con Phase
Hours Based on 173 Hr Month		1	2	3	4	5	6	7	8	9	10	11	12	Hours
Project Executive	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Bobby Lalonde/Donovan White	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Project Director/SPM Market Leader	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Chad Thelen	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Project Engineer	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Ebony Reid	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Senior Estimator/Planner	%	10%	10%	40%	40%	20%	20%	20%	20%	15%	10%	5%	5%	
Traci Brower	Hrs	10	10	69	69	35	35	35	35	26	17	9	9	357
Senior Estimator	%	0%	0%	20%	20%	20%	10%	10%	10%	5%	5%	5%	5%	
Bud Provenzano	Hrs	0	0	35	35	35	17	17	17	9	9	9	9	190
VDC/Building Information Modeling Technician	%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Jeremy Barr	Hrs	9	9	9	9	9	9	9	9	9	9	9	9	104
Total Monthly Hours		45	45	138	138	104	87	87	87	69	61	52	52	963

<p align="center">City of Pontiac New Center</p> <p align="center">Clark/White Staffing Plan</p>
--

[illegible]



General Conditions

PROJECT: <u>City of Pontiac New Center</u>										
OWNER: <u>City of Pontiac</u>										
CODE	WORK ITEM	RESPONSIBILITY					QTY	RATE	UNIT	TOTAL
		CLARK			SUB	OWN				
		FEE	REIM	ALW						
925	GENERAL CONDITIONS (SUBCONTRACTED EQUIPMENT AND LABOR)									
927	LAYOUT/SURVEYING				X		0	\$0	EA.	\$0
928	TESTING & INSPECTIONS				X					
	PRELIMINARY SOIL INVESTIGATION					X	0	\$0	EA.	\$0
	SPECIAL INSPECTION					X	0	\$0	EA.	\$0
	BACKGROUND TESTING					X	0	\$0	EA.	\$0
	SPECIAL TESTING					X	0	\$0	EA.	\$0
	CONCRETE TESTING					X	0	\$0	EA.	\$0
	MASONRY TESTING					X	0	\$0	EA.	\$0
	COMPACTION TESTING					X	0	\$0	EA.	\$0
	BUILDING ENVELOPE TESTING					X	0	\$0	EA.	\$0
	STRUCTURAL STEEL TESTING/INSPECTIONS					X	0	\$0	EA.	\$0
	WARRANTY INSPECTIONS					X	0	\$0	EA.	\$0
	AIR AND WATER BALANCING					X	0	\$0	EA.	\$0
929	CLEAN UP					X				
	GENERAL CLEAN UP					X	0	\$0	WK	\$0
	FINAL CLEAN UP					X	0	\$0	WK	\$0
	TRASH CHUTE					X	0	\$0	EA.	\$0
	WINDOW CLEANING					X	0	\$0	LS	\$0
	FIELD OFFICE JANITORIAL		X				18	\$100	Mths	\$1,800
930	FENCING & STAGING					X	0	\$0	EA.	\$0
931	TEMPORARY PROTECTION					X	0	\$0	LF	\$0
	BARRICADES					X	0	\$0	WK	\$0
	SAFETY NETS					X	0	\$0	LF	\$0
	WEATHER PROTECTION					X	0	\$0	LS	\$0
	TEMPORARY ENCLOSURES					X	0	\$0	WK	\$0
	SECURITY GUARD					X	0	\$0	WK	\$0
	TEMPORARY HEATING SERVICE					X	0	\$0	WK	\$0
932	TEMP. WALKS AND DRIVES					X	0	\$0	EA.	\$0
	TEMPORARY STAIRS					X	0	\$0	EA.	\$0
	COVERED WALKWAYS					X	0	\$0	LF	\$0
<u>GENERAL CONDITIONS</u>										
1000	REPRODUCTIONS									
	BID PACKAGE DOCUMENTS		X				1	\$5,000	LS	\$5,000
	AS-BUILT-PRINTING					X	0	\$0	EA.	\$0
	REFERENCE MATERIALS					X	0	\$0	EA.	\$0
	JOB SITE DUPLICATION					X	0	\$0	MO	\$0
	SHOP DRAWING PRINTING					X	0	\$0	LS	\$0
	MAINTENANCE MANUALS					X	0	\$0	EA.	\$0
	OPERATION MANUALS					X	0	\$0	EA.	\$0
1010	TEMP. TOILETS									
	TEMPORARY TOILETS - TRAILER		X				18	\$300	MO	\$5,400
	TEMPORARY TOILETS - CONSTRUCTION					X	0	\$0	MO	\$0
	TEMPORARY SEWER EXPENSE					X	0	\$0	EA.	\$0
1020	TEMP WATER									
	DRINKING WATER		X				18	\$30	MO	\$540
	TEMPORARY WATER EXPENSE					X	0	\$0	MO	\$0
1030	OFFICE TRAILER									
	OFFICE TRAILER RENTAL		X				18	\$800	MO	\$14,400
	OFFICE TRAILER RENTAL - Customer					X	0	\$0	MO	\$0
	OFFICE TRAILER RENTAL - A/E					X	0	\$0	MO	\$0
	OFFICE TRAILER SET UP						1	\$4,000	EA.	\$4,000
	STORAGE TRAILER RENTAL					X	0	\$0	MO	\$0
	TEMPORARY STAIRS - TRAILER					X	0	\$0	MO	\$0
1040	OFFICE EQUIPMENT									
	PRINTER		X				18	\$100	MO	\$1,800
	OFFICE EQUIP. RENTAL		X				18	\$150	MO	\$2,700
1050	OFFICE SUPPLIES		X				18	\$50	MO	\$900
1060	COPY & FAX	X					0	\$0	MO	\$0
1070	IT SERVICES									
	INTERNET SET UP AND SERVICE FEE	X					0	\$0	MO	\$0
	TEXTURA		X				1	\$2,500	LS	\$2,500
	SPECIALTY SOFTWARE - Touchplan	X					0	\$0		\$0
1080	SAFETY									



General Conditions

CODE		WORK ITEM		RESPONSIBILITY			QTY	RATE	UNIT	TOTAL	
				CLARK		SUB					OWN
				FEE	REIM							ALW
1100	SAFETY INCENTIVE PROGRAM			X			1	\$1,500		\$1,500	
	HANDRAILS AND TOE BOARDS				X		0	\$0	LF	\$0	
	SAFETY PROTECTION				X		0	\$0	MO	\$0	
	FIRE EXTINGUISHERS				X		0	\$0	EA.	\$0	
	TEMPORARY POWER SERVICE - TRAILER				X		0	\$0.00	EA.	\$0	
1110	TELEPHONE										
	TELEPHONE EXPENSE MOBIL		X				18	\$180	MO	\$3,240	
	TELEPHONE EXPENSE FIELD OFFICE	X					0	\$0	MO	\$0	
1120	POSTAGE / DELIVERY SERVICE		X				18	\$20	MO	\$360	
1140	FIRST AID SUPPLIES		X				18	\$50	MO	\$900	
2000	MILEAGE EXPENSE	X					0	\$0	LS	\$0	
3000	DEBRIS HAULING / REMOVAL				X		0	\$0	LS	\$0	
3010	SIGNAGE						0	\$0	EA.	\$0	
	PROJECT SIGN				X		1	\$0	MO	\$0	
	PROMOTIONAL SIGNAGE				X		0	\$0	MO	\$0	
	TEMP DIRECTIONAL/TRAFFIC CONTROL SIGNS				X		0	\$0	MO	\$0	
3020	SNOW REMOVAL				X		0	\$0	MO	\$0	
3030	BONDS										
3050	PHOTOGRAPHS/JOBSITE PICTURES						0	\$0	MO	\$0	
3060	TEMPORARY GAS SERVICE				X		0	\$0	MO	\$0	
3070	POWER EXPENSE - BUILDING				X		0	\$0	MO	\$0	
3080	MIS SMALL TOOLS		X				18	\$25	MO	\$450	
3090	PERMITS									\$0	
	GRADING PERMIT				X		0	\$0	EA.	\$0	
	PARKING LOT RENTAL				X		0	\$0	EA.	\$0	
	EMPLOYEE PARKING FEES				X		0	\$0	EA.	\$0	
	SIGN PERMITS				X		0	\$0	EA.	\$0	
	SIDEWALK PERMITS				X		0	\$0	EA.	\$0	
	LANDSCAPE PERMITS				X		0	\$0	EA.	\$0	
	STREET / CURB DESIGN CHARGE				X		0	\$0	EA.	\$0	
	GENERAL BUILDING PERMIT					X	0	\$0	EA.	\$0	
	TRADE PERMITS				X		0	\$0	EA.	\$0	
	PLAN REVIEW FEES					X	0	\$0	EA.	\$0	
	WATER CONNECTION FEE					X	0	\$0	EA.	\$0	
	SANITARY CONNECTION FEES					X	0	\$0	EA.	\$0	
	STORM CONNECTION FEES					X	0	\$0	EA.	\$0	
	GAS SERVICE FEE					X	0	\$8	LF	\$0	
	POWER SERVICE FEE					X	0	\$0	EA.	\$0	
	STEAM SERVICE FEE					X	0	\$0	EA.	\$0	
	CHILLED WATER SERVICE CHARGE					X	0	\$0	EA.	\$0	
	SPECIAL TAP FEES					X	0	\$0	EA.	\$0	
	CONTRACTOR'S LICENSES				X		0	\$0	EA.	\$0	
	ZONING FEES / CONSULTANTS					X	0	\$0	EA.	\$0	
3100	MISC. EXPENSES										
	MISC. EXPENSES		1				18	\$100	EA.	\$1,800	
	PROJECT TAXES				X		0	\$0	EA.	\$0	
3110	PROMOTIONAL						0	\$0	MO	\$0	
3120	EQUIPMENT RENTAL										
	AUTOMOBILE AND FUEL	X					0	\$0	MO	\$0	
	AIR COMPRESSOR AND FUEL				X		0	\$0	WK	\$0	
	GENERATOR AND FUEL				X		0	\$0	WK	\$0	
	EQUIPMENT RENTAL				X		0	\$0	WK	\$0	
	TOWER CRANE				X		0	\$0	MO	\$0	
	MAN HOIST & OPERATOR				X		0	\$0	WK	\$0	
	ELEVATOR PROTECTION				X		0	\$0	EA.	\$0	
	ELEVATOR OPERATOR				X		0	\$0	WK	\$0	
	CRANE RENTAL				X		0	\$0	MO	\$0	
	FORKLIFT RENTAL				X		0	\$0	MO	\$0	
3130	LEGAL	X					0	\$0	EA.	\$0	
TOTAL GENERAL CONDITIONS FOR CONSTRUCTION										\$47,290	

Exhibit 1

Milestone Dates	
Friday, March 1, 2024	Bid Published
Wednesday, March 13, 2024	Pre-Bid Meeting
Monday, March 18, 2024	Questions Due
Monday, April 8, 2024	Bids Due
Wednesday, June 5, 2024	Evaluation Consensus Dates

General RFP Information	
24-775-003	RFP Number
Construction Manager at Risk (CMAR)	RFP Title
6	# Bids Received
6	# Bids Scored (Change if some bids were deemed Non-Responsive)

Evaluation Criteria (From RFP)	Max Points
Criteria 1 - Team Proposal	20
Criteria 2 - Team's Schedule & Expected Delivery	35
Criteria 3 - Cost Proposal	25
Criteria 4 - Community Engagement	10
Criteria 5 - Presentation	10
100	

Bidders (General Information)	Pass or Fail?
Bidder 1 - KEO	Passed
Bidder 2 - DMC	Passed
Bidder 3 - WEST	Passed
Bidder 4 - CLARK	Passed
Bidder 5 - FR&S	Passed
Bidder 6 - ROCK	Passed

Please list voting members first		
Evaluator Names (Scoring)	Business Area	Voting?
Tanesha Taylor	Youth Recreation Manager	Voting
Tarrance Price	Youth Recreation Director	Voting
Brian Wisniewski	DLZ Engineer	Voting
Martin Ruiter	A/E	Voting
Khalfani Stephens	Deputy Mayor	Voting
Alicia Martin	Purchasing Manager	Voting
Tim Greimel	Mayor	Non-Voting

Exhibit 2

City of Pontiac
Finance Department – Purchasing Division
24-775-003
CONSTRUCTION MANAGER AT RISK
Youth Recreation Director



EVALUATION TEMPLATE

The following criteria shall be used by the City to evaluate all proposals which meet the minimum requirements specified in the RFP.

A. PHASE ONE & TWO EVALUATION CRITERIA

Criteria 1 - Team Proposal

Criteria 2 - Team's Schedule & Expected Delivery

Criteria 3 - Cost Proposal

Criteria 4 - Community Engagement

Criteria 5 - Presentation

Maximum total points of Criteria not to exceed one hundred (100) points.

RFP Review Committee

Tanesha Taylor
Tarrance Price
Brian Wisnewski
Martin Ruiter
Tim Greimel

Voting
Voting
Voting
Voting
Non-Voting

Consensus Selection

Points Max	RFP Scores					
	Bidder 1 - KEO	Bidder 2 - DMC	Bidder 3 - WEST	Bidder 4 - CLARK	Bidder 5 - FRS	Bidder 6 - ROCK
20	9.60	9.20	9.80	18.80	15.50	16.00
35	14.00	22.20	18.60	30.60	23.50	23.80
25	12.00	12.00	17.00	22.20	20.00	16.40
10	5.60	4.40	5.00	9.00	6.50	7.80
10	4.00	5.40	5.20	10.00	7.50	8.00
GRAND TOTAL	45.20	53.20	55.60	90.60	73.00	72.00
Rank	6	5	4	1	2	3

Comments: It is Purchasing's intention to select a bidder who not only offers a bid that meets all solicitation requirements but also demonstrates the capability and reliability to successfully complete the contract. This approach balances cost-effectiveness with quality and reliability, ensuring that the City of Pontiac gets the best possible value while minimizing risks associated with contract performance.

Exhibit 3

24-15S - Construction Manager Preconstruction Phase Service Supplier Scores

		1 KEO Associates, Inc								2 DMC Consultants, Inc.								3 West Construction							
1. Team Proposal	20	9.60	2.4	4	2	3	1	2		9.20	2.3	3	1.5	2	2	3		9.80	2.4502	3	2	1	2	4.251	
2. Team's Schedule and Expected Delivery	35	14.00	2	2	1	3	2	2		22.20	3.1714	3	3	4	3	2.857		18.60	2.6572	2	3	2	3.429	2.857	
3. Cost Proposal	25	12.00	2.4	3	2	4	2	1		12.00	2.4	3	2	2	3	2		17.00	3.4	3	2	4	4	4	
4. Community Engagement	10	5.60	2.8	3	3	5	1	2		4.40	2.2	3	4	3.5	1	2.5		5.80	2.9	3	3	2	2.5	4	
5. Presentation	10	4.00	2	3	2	1	2	2		5.40	2.7	3	2	2	4	2.5		5.20	2.6	3	3	1	2.5	3.5	
TOTALS		100.00	45.20	11.6	15	10	16	8	9	53.20	12.7714	15	12.5	10.5	13	12.857		56.40	14.0074	14	13	10	14.43	16.606	

		4 Clark Construction Company								5 Frank Rewold & Sons								6 Rockford Construction							
1. Team Proposal	20	18.80	4.7	5	4	5	4.5	5		15.50	3.875	4	0	0	3.75	0		16.00	4.0002	4	4	4	3.75	4.251	
2. Team's Schedule and Expected Delivery	35	30.60	4.3714	4	4	5	4.572	4.285		23.50	3.357	2.857	0	0	3.857	0		23.80	3.4	3	4	2	4	4	
3. Cost Proposal	25	22.20	4.44	4	4	5	4.2	5		20.00	4	4	0	0	4	0		16.40	3.28	3	4	2.4	4	3	
4. Community Engagement	10	9.00	4.5	5	4	5	5	3.5		6.50	3.25	4	0	0	2.5	0		7.80	3.9	4	4	5	4	2.5	
5. Presentation	10	10.00	5	5	5	5	5	5		7.50	3.75	5	0	0	2.5	0		8.00	4	3	4	3	5	5	
TOTALS		100.00	90.60	23.0114	23	21	25	23.27	22.785	73.00	18.232	19.857	0	0	16.61	0		72.00	18.5802	17	20	16.4	20.75	18.751	

EVALUATOR SCORING KEY

- 0 = DOES NOT MEET:** Response does not comply substantially with requirements or information is not provided.
- 2 = MULTIPLE ISSUES PRESENT:** Response was poor, related to meeting the requirements.
- 3 = PARTIALLY MEETS:** Response indicates the requirements will not be completely met or at a level that will be below expectations.
- 4 = MEETS:** Response generally meets the requirements (or expectations).
- 4.5 = MEETS TO EXCEEDS:** Response indicates the requirements will be exceeded.
- 5 = EXCEEDS:** Response significantly exceeds requirements (or expectations) in ways that provide tangible benefits.

COST PROPOSAL - Clark/White Construction

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Bobby Lalonde	Project Executive	In Fee	In Fee	In Fee
Donovan White	Project Executive	In Fee	In Fee	In Fee
Chad Thelen	Market Leader	\$ 136.00	10	\$ 1,360.00
Ebony Reid	Project Engineer	\$ 68.00	20	\$ 1,360.00
Traci Brower	Senior Estimator/Planner	\$ 104.00	80	\$ 8,320.00
Bud Provenzano	Senior Estimator/Planner	\$ 104.00	80	\$ 8,320.00
Jeremy Barr	VDC/BIM Technician	\$ 83.00	20	\$ 1,660.00
Total:				\$ 21,020.00

COST PROPOSAL - DMC Construction

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Mike Chaudhary	Project Executive	\$ 125.00	144	\$ 18,000.00
Yash Chaudhary	Preconstruction Manager (Senior PM)	\$ 95.00	576	\$ 54,720.00
Alex Howard	Project Superintendent	\$ 90.00	360	\$ 32,400.00
Nasser Alremaih, PMP	Project Manager	\$ 84.00	504	\$ 42,336.00
Mo Heghab, PMP	Senior Project Engineer	\$ 75.00	864	\$ 64,800.00
Calvin Nagel	Cost Engineer	\$ 68.00	1152	\$ 78,336.00
Total:				\$ 290,592.00

COST PROPOSAL - Frank Rewold & Sons

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Adam Gut	Project Executive	\$ 150.00	32	\$ 4,800.00
Kurt Ryder/Wilcox Consulting	Senior Project Estimator	\$ 130.00	250	\$ 32,500.00
Margie Serra/Wilcox Consulting	Senior Project Manager	\$ 110.00	80	\$ 8,800.00
Dave Dimoff	Scheduler	\$ 150.00	16	\$ 2,400.00
TBD	Accounting/Admin	\$ 70.00	20	\$ 1,400.00
Total:				\$ 49,900.00

COST PROPOSAL - KEO Associates

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Michelangelo Cereghino	Pre-Construction Manager	\$ 169.00	328	\$ 55,432.00
Walter Murphy	Senior Estimator	\$ 125.00	832	\$ 104,000.00
David Uzorka	Estimator	\$ 110.00	718	\$ 78,980.00
Steve Iwankovitch	Cost Engineer	\$ 105.00	396	\$ 41,580.00
Michael Firsten	Scheduler	\$ 115.00	220	\$ 25,300.00
Courtney Jackson	Accountant	\$ 129.00	36	\$ 4,644.00
Total:				\$ 309,936.00

COST PROPOSAL - Rockford Construction

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Kent Jackson	Project Executive	\$ 145.00	10	\$ 1,450.00
Dan Korcek	Senior Project Manager	\$ 110.00	12	\$ 1,320.00
Jason Korzeniewski	Pre-Construction Manager	\$ 120.00	37	\$ 4,440.00
Gaetano Vitale	Senior Estimator	\$ 105.00	460	\$ 48,300.00
Total:				\$ 55,510.00

COST PROPOSAL - West Construction

Pre-Construction Service Personnel: Provide a listing of the key CMAR personnel being proposed for this project, the estimated hours of involvement (for the duration of the services required for Pre-Construction), and the proposed all in-inclusive billable hourly rate for each person that will be involved in the CMAR's Preconstruction Services Scope of Work. Rates shall be in effect for the duration of the Project with no annual increases.

Name	Job Title	Hourly Rate	Hours	Rate * Hours
Kyle Westberg	Pre-Construction Manager	\$ 115.00	48	\$ 5,520.00
Brent Westberg	Sen. Proj. Manager, Cost Eng.	\$ 110.00	192	\$ 21,120.00
Brian Grill	VP of Quality	\$ 100.00	48	\$ 4,800.00
Jermaine Banner	Community Liaison	\$ 75.00	192	\$ 14,400.00
Joe Owens	VP of Construction	\$ 95.00	96	\$ 9,120.00
Rachel Westberg	Project Manager	\$ 85.00	96	\$ 8,160.00
Total:				\$ 63,120.00