

PONTIAC CITY COUNCIL

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



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

Phone: (248) 758-3200

155th Session of the 11th Council – Tuesday, July 2, 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. City Council Meeting Minutes from June 25, 2024
- B. Resolution to approve the consent agenda for June 25, 2024
- C. City Council Special Meeting Minutes from June 28, 2024

Special Presentation

1. Pontiac Charter Revision Proposal on August 6, 2024, Primary Election Ballot.
Presentation Presenter: Charter Revision Commissioner Jose Ybarra, III

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

Department of Public Works (DPW)

2. Resolution to approve the Mayor or Deputy Mayor to award the Bid and Execute a City Contract for the Martin Luther King, Jr. Bridge Design Engineering Services Project to Fleis & Vandenbrink Engineering Inc. and Partner CDM Smith

Department of Public Works (DPW)/City Engineering

3. Resolution to approve the Augusta Drain License Agreement

City Clerk

4. Resolution to Authorize Clerk to Post Notice of Budget Amendment to Add \$10,000 to 2024-2025 Fiscal Year Budget for Charter Revision Commission Operational and Outreach Costs

Public Comment (Three Minutes Time Limit)

Discussion

5. Pontiac City Council Approved New Ten-Year Waste Management Contract at Special Meeting; Priority Waste Began Waste Management Services for Pontiac Residential Trash Pickup as of July 1, 2024

Public Communications

City Council

6. Encouraging Residents to Apply for Oakland County Water Resources Commission Hardship Assistance Program Funding to Assist with Past Due Water Bills and Plumbing Repairs
7. Concert in the Park "Rotary Rhapsody," Polyesta Playaz at Rotary Park, Jul 11, 2024, at 7 pm
8. 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.
9. Concert in the Park "Ritmo y Cancion!" Mariachi Jalisco and Pancho Villa's Skull at Oakland Park, July 24, 2024, at 7 pm
10. 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.
11. Pontiac Transportation Museum Grand Opening Celebration, Saturday, July 27, 2024, at 5:00 pm, located at 250 W. Pike Street, Pontiac 48341.
12. Concert in the Park "Music at Murphy," Best You Neva Had and Danielle at Murphy Park, August 8, 2024, at 7 pm
13. 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
14. Concert in the Park "Hip-Hop in the Park," Performers to be announced, Beaudette Park, September 5, 2024, at 7 pm
15. 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

June 25, 2024, Draft

**Official Proceedings
Pontiac City Council
153rd 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 25, 2024, at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor William Parker - 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 Parker and seconded by Councilperson Goodman.

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

No: None

Motion Carried

Consent Agenda

~~24-184~~ **Resolution to approve the consent agenda for June 25, 2024.**

WHEREAS, the City Council has reviewed the consent agenda for June 25, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for June 25, 2024, including the Finance and Personnel Subcommittee Minutes from June 13, 2024, the Public Safety Health and Wellness Subcommittee Minutes from June 13, 2024, the City Council Meeting Minutes from June 18, 2024, a Resolution Recognizing July as Minority Mental Health Month in Pontiac, and a Resolution Recognizing July as Disability Pride Month in Pontiac.

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

No: None

~~24-184(D)~~ **Resolution Recognizing July as Minority Mental Health 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 then 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.

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

No: None

Resolution Passed

~~24-184(E)~~ **Resolution Recognizing July as Disability Pride 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.

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

No: None

Resolution Passed

Resolution

Mayor's Office

24-184

Resolution to approve the appointment of Lisa Campbell as the Grants and Philanthropy Department Director. Moved by Councilperson Carrington and seconded by Councilperson James.

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.

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

No: None

Resolution Passed

Recognition of Elected Officials

Agenda Address

1. Dr. Deirdre Waterman addressed items 1, 4, 9 and 10.
2. Roselyn Northman addressed item 4.
3. Carlton Jones addressed items 5 and 9.
4. Gloria Miller addressed items 1, 2, 4 and 9.

Agenda Items

Ordinance

2447

Adoption of 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). Moved by Councilperson Carrington and seconded by Councilperson James.

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

No: Rutherford

Ordinance Adopted

****See Ordinance 2447 as Exhibit A after the minutes****

Resolutions Continued

Department of Public Works (DPW)

24-185 **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.** Discussion.

Motion to postpone the 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 to the City Council Special Meeting on Friday, June 28, 2024, at 4 pm. Moved by Councilperson Rutherford and seconded by Councilperson Goodman.

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

No: None

Motion Carried

Councilwoman Rutherford was absent for the vote.

Motion to suspend the rules to take up a resolution to schedule a special meeting of the Pontiac City Council on June 28, 2024 at 4pm in the City Council Chambers. Moved by Councilperson James and second by Councilperson Carrington. Discussion

24-185 **Resolution to schedule a special meeting of the Pontiac City Council on June 28, 2024 at 4 pm in the City Council Chambers.** Moved by Councilperson James and seconded by Councilperson Carrington.

BE IT HEREBY RESOLVED, the Pontiac City Council schedules a special meeting of the Pontiac City Council on Friday, June 28, 2024 @ 4pm to be held in the City Council Chambers for purposes of considering the resolution to approve an award Priority Waste, a 10-year contract for trash hauling services and related business.

Ayes: Parker, Carrington, Goodman, James and McGuinness

No: None

Resolution Passed

Councilperson Rutherford was absent for the vote.

Department of Public Works (DPW) / City Engineering

24-186 **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).** Moved by Councilperson Carrington and seconded by Councilperson Parker.

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,

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for an amount Not-to-Exceed \$291,923, from General Ledger Account Number 202-463-806.000.

Ayes: Carrington, Goodman, James, McGuinness and Parker

No: None

Resolution Passed

Councilperson Rutherford was absent from the vote.

Finance Department

24-187 **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 – ARP A: Fund Balance Change \$0; Fund 659 – Insurance Fund: Fund Balance Decrease of (\$268,200).**

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)

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

No: None

Councilperson Rutherford was absent for the vote.

Grants and Philanthropy Department

24-187 **Resolution to approve the acceptance of \$130,000 from Oakland Livingston Human Services Agency for the Senior Chore Program Grant Program.** Moved by Councilperson Parker and seconded by Councilperson Carrington.

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.

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

No: None

Resolution Passed

24-188 **Resolution to approve the Awarding 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.** Moved by Councilperson Rutherford and seconded by Councilperson James. Discussion.

Motion to postpone the Resolution to approve the Awarding 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 to the June 28, 2024 Special Meeting. Moved by Councilperson Rutherford and seconded by Councilperson Carrington.

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

No: None

Motion Carried

Parks and Recreation Department

24-189 **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.** Moved by Councilperson Rutherford and seconded by Councilperson Parker.

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

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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.

Ayes: Parker, Carrington, James and McGuinness

No: Rutherford and Goodman

Resolution Passed

Public Comment

1. Carlton Jones
2. Roselyn Northcross
3. Dr. Deirdre Waterman
4. Linda Watson
5. Wendell Woods
6. Gloria Miller

Discussions

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

Public Communications

City Council & Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Councilman Parker Carrington, Councilwoman James, Councilman Parker, Councilman Goodman, Councilwoman Rutherford and Councilman McGuinness.

Councilperson Carrington left the meeting at 9:51 pm.

Adjournment

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

Ayes: Goodman, James, McGuinness, Parker and Rutherford

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 10:05 p.m.

Kamryn Hoadley
Chief Assistant City Clerk

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF PONTIAC

ORDINANCE NO. 2447

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 policies and programs in order to enhance the functions 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) Processing of employee payroll, remittance of voluntary and involuntary withholdings, and filing of mandated associated reports.
- (7) Assessing any real and personal property in the City in accordance with State law.
- (8) Processing of all debts and bills owed by the City in accordance with debt and remittance schedules and agreements.
- (9) Invoicing and collecting all taxes and receipts owed to the City.
- (10) Administering the risk management functions and responsibilities of the City.
- (11) Retaining the financial records of the City in accordance with the record retention and disposal policy of the City.

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., 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.

**CONSENT
AGENDA
B**

Resolution of the Pontiac City Council



Resolution to approve the consent agenda for June 25, 2024.

WHEREAS, the City Council has reviewed the consent agenda for June 25, 2024.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for June 25, 2024, including the Finance and Personnel Subcommittee Minutes from June 13, 2024, the Public Safety Health and Wellness Subcommittee Minutes from June 13, 2024, the City Council Meeting Minutes from June 18, 2024, a Resolution Recognizing July as Minority Mental Health Month in Pontiac, and a Resolution Recognizing July as Disability Pride Month in Pontiac.



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.



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.

**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

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 years² 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 of 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.

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 Minutes

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



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



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

CONSENT AGENDA C

June 28, 2024, Draft

**Official Proceedings
Pontiac City Council
154th Session of the Eleventh Council**

Call to Order

A Special 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 28, 2024, at 4:12 p.m. by Council President Mike McGuinness.

Invocation – Pastor Kathalee James - 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.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Goodman and seconded by Councilperson Parker.

Ayes: Carrington, Goodman, James, Parker and Rutherford
No: None
Councilperson McGuinness was absent from the vote.

Motion Carried

Motion to move public comment before the agenda items. Moved by Councilperson Rutherford and seconded by Councilperson Parker.

Ayes: Goodman, James, Parker, Rutherford and Carrington
No: None
Councilperson McGuinness was absent from the vote.

Motion Carried

Public Comment

1. Dr. Deirdre Waterman
2. Wendell Woods
3. Chuck Johnson

Council President McGuinness entered the meeting at 4:16 pm

Agenda Items

Motion to suspend the rules to add 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 – ARP A: Fund Balance Change \$0; Fund 659 – Insurance Fund: Fund Balance Decrease of (\$268,200) (From the June 25, 2024 Regular Council Meeting)

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

No: None

Motion Carried

Resolution

Finance Department

24-190 **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 – ARP A: Fund Balance Change \$0; Fund 659 – Insurance Fund: Fund Balance Decrease of (\$268,200).** Moved by Councilperson Rutherford and seconded by Councilperson Goodman.

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)

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

No: None

Resolution Passed

Special Presentation

Priority Waste Management Services Contract

Presenter: JoAnne Girley

Resolutions Continued

Department of Public Works

~~24-191~~ **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. (Postponed from the June 25, 2024, Council Meeting.)** Moved by Councilperson Goodman and seconded by Councilperson Carrington. Discussion

Motion to amend the Priority Waste Waste Management Services Contract, Page 18 Section 10 Performance Guarantee Subsection 8 Performance Bond to insert the bond amount of \$500,000. Moved by Councilperson Goodman and seconded by Councilperson Carrington.

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

No: None

Motion Carried

Motion to amend the Priority Waste Waste Management Services Contract, Page 22 to strike ‘name of license’ and include the license name ‘Operation License’. Moved by Councilperson Goodman and seconded by Councilperson Carrington.

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

No: None

Motion Carried

Motion to amend to ensure that the Contractor Operations Compliance Senior Special Needs Assistance reflects that it is 100 residents not 50. Moved by Councilperson Goodman and seconded by Councilperson Rutherford.

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

No: None

Motion Carried

~~24-191~~ **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. (Postponed from the June 25, 2024, Council Meeting.)** Moved by Councilperson Goodman and seconded by Councilperson Carrington. Discussion.

WHEREAS, the City 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.

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

No: None

Resolution Passed

~~24-188~~ **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. (Postponed from the June 25, 2024, Council Meeting.)** Moved by Councilperson Rutherford and seconded by Councilperson James. Discussion.

Motion to amend the amount given to Girls Matter DBA Kids Empowered On The Move to increase by \$7,500 and amend the amount given to E-Community Outreach Services to decrease by \$7,500 and to strike the last ‘resolve’ to remove ‘as indicated in the evaluation tabulations’ and replace the language with ‘identify the amounts of \$150,000 to Catholic Community response team, \$220,000 to Girls Matter DBA Kids Empowered On The Move, \$25,000 to the Baldwin Center Inc., and \$30,000 to E-Community Outreach Services’. Moved by Councilperson James and seconded by Councilperson Rutherford.

Ayes: Goodman, McGuinness, Parker and Rutherford

No: James and Carrington.

Motion Carried

24-188 **Amended 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.** Moved by Councilperson Rutherford and seconded by Councilperson James.

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

June 28, 2024, Draft

the Catholic Community Response Team, Girls Matter dba Kids Empowered on the Move, the Baldwin Center, Inc., and E-Community Outreach Services in the amounts of \$150,000 to Catholic Community response team, \$220,000 to Girls Matter DBA Kids Empowered On The Move, \$25,000 to the Baldwin Center Inc., and \$30,000 to E-Community Outreach Services.

Ayes: Rutherford, Goodman, James, McGuinness and Parker

No: Carrington.

Resolution Passed.

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourn the meeting at 6:08 p.m.

Kamryn Hoadley
Chief Assistant City Clerk

Resolution

#2



**CITY OF PONTIAC
OFFICIAL MEMORANDUM**

To: Honorable City Council

From: Mark Ragsdale, DPW Director
Patrick Muller, Interim DPW Director
Zachary Haapala, Acting City Engineer
Alicia Martin, Purchasing Manager

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

Date: June 28, 2024

RE: RESOLUTION FOR THE CITY COUNCIL TO APPROVE THE MAYOR OR DEPUTY MAYOR TO AWARD THE BID AND EXECUTE A CITY CONTRACT FOR THE MARTIN LUTHER KING, JR. BRIDGE DESIGN ENGINEERING SERVICES PROJECT TO FLEIS & VANDENBRINK ENGINEERING, INC. AND PARTNER CDM SMITH

The Purchasing Manager requests that the City Council approves for the Mayor or Deputy Mayor to award the bid and execute a City contract for the Martin Luther King, Jr. (MLK) Design Engineering Services Project. 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 MLK Design, Construction, Traffic & Bridge Engineering Services Request for Proposal (RFP), Solicitation No. 24-35S to BidNet and the City of Pontiac's Purchasing Solicitation web page on March 1, 2024. The Prebid Conference was held on May 1, 2024, the Questions Acceptance Deadline was May 7, 2024, and the Solicitation Closing Date was May 17, 2024. A total of fifty-four firms requested documents. A total of three firms submitted a proposal. The purchasing consultant, Bridget Grier, tabulated all bids and verified references. Purchasing Division personnel performed compliance clearance and emailed the evaluation committee's clarifying questions to two of the firms on June 7, 2024, to complete the division's due diligence before making an award recommendation. Please refer to Exhibit A for tabulation details.

The Purchasing Division is recommending Fleis & VandenBrink Engineering, Inc. and partner CDM Smith for this project, for the bid award based on the committee's recognition of the firm as the most responsive responsible bidder. The agreement will begin upon execution and The City expects the firm to complete the project within **38 weeks** upon executing the agreement.

The project will use funds assigned to the general ledger account 202-447-806.006-MLKBRG. The total cost to complete the project is **\$652,929**.

Considering the need to comply with the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 about major purchases, I urge the Council to approve the authorization for the Mayor or Deputy Mayor to award the bid and execute a City contract for the Martin Luther King, Jr. (MLK) Bridge Design Engineering Services Project to Fleis & VandenBrink Engineering, Inc. and Partner CDM Smith.



CITY OF PONTIAC CITY COUNCIL

RESOLUTION FOR THE CITY COUNCIL TO APPROVE THE MAYOR OR DEPUTY MAYOR TO AWARD THE BID AND EXECUTE A CITY CONTRACT FOR THE MARTIN LUTHER KING, JR. BRIDGE DESIGN ENGINEERING SERVICES PROJECT TO FLEIS & VANDENBRINK ENGINEERING, INC. AND PARTNER CDM SMITH

WHEREAS, the City of Pontiac requires Design Engineering Services for the City's Martin Luther King, Jr. Bridge; and

WHEREAS, a total of fifty-four firms requested the bid documents, and a total of three firms submitted a proposal; and

WHEREAS, purchasing personnel has completed compliance clearance and received responses from the firms in response to the evaluation committee's clarifying questions; and

WHEREAS, the purchasing manager recommends awarding a contract to Fleis VandenBrink Engineering, Inc. and Partner CDM Smith as the most responsive responsible bidder; and

WHEREAS, funds are appropriated in the General Fund account 202-447-806.006-MLKBRG, Design Engineering Services, and will be expensed as invoiced in accordance with the cost stated within the contract for an amount of **\$652,929**; 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 about major purchases; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the Mayor or Deputy Mayor to award the bid and execute a City contract for the Martin Luther King, Jr. (MLK) Bridge Design Engineering Services Project with Fleis VandenBrink Engineering, Inc. and Partner CDM Smith.

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney



CONTRACT DOCUMENT
FOR

CITY OF PONTIAC

**MLK DESIGN, CONSTRUCTION, TRAFFIC & BRIDGE
ENGINEERING SERVICES, SOLICITATION NO. 24-5S**

FLEIS & VANDENBRINK ENGINEERING, INC.

AND PARTNER CDM SMITH

CITY OF PONTIAC – DEPARTMENT OF FINANCE

PURCHASING DIVISION

Contract Expiration Date: 38 WEEKS FROM CONTRACT EXECUTION

Contract - NOT TO EXCEED AMOUNT – \$652,929 (JULY 2024 – FEBRUARY 2025)

This Contract effective as of _____, 2024 ("Contract"), between the CITY OF PONTIAC, a Municipal corporation, whose address is 47450 Woodward Ave., Pontiac, Michigan ("City"), and Fleis & VandenBrink Engineering, Inc., a Michigan Domestic Profit Corporation, whose address is 2960 Lucerne Dr. SE, Grand Rapids, Michigan ("Contractor"). In this Contract, either the City or Contractor may also be referred to individually as a "Party" or jointly as the "Parties".

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS
- SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION
- SECTION 3. SCOPE OF CONTRACTOR'S SERVICES
- SECTION 4. CITY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES
- SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES
- SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION
- SECTION 7. GENERAL TERMS AND CONDITIONS

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

1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "City" means the City of Pontiac, a Michigan Municipal Corporation, its council, elected officials and officers, departments, and "City Agent" as defined below.
- 1.2. "City Agent" means all elected and appointed officials, directors, council members, employees working on behalf of the City, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City agent" shall also include any person who was a "City

agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.

1.3. "Contract Administrator" or "City Representative" means the individual by the City to act as a liaison between the City and the Contractor. Any questions or problems the Contractor may have concerning the work under this Contract should be directed to this individual.

1.4. "Contract Documents" means the following documents which are included and fully incorporated into this Contract:

1.4.1 Exhibit A: City's Request for Proposal – Solicitation No. 23-206-002

1.4.2 Exhibit B: Solicitation Addendums 1-4

1.4.3 Exhibit C: Bidder's Technical Proposal

1.4.4 Exhibit D: Bidder's Cost Proposal

1.4.5 Exhibit E: Solicitation Evaluation and Tabulation

1.5. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.6. "Subcontractor" includes only those having a direct contact with the Contractor in the way of labor. One who merely furnishes material to the Contractor is not included in this definition.

1.7. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

1.8. "Day" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

1.9. "Working Day" means any calendar day except Saturday, Sunday, and legal holidays as determined by the City.

1.10. "Written Notice" shall be considered properly served if delivered in person to the Contractor, or to a member or office of his/her company; also, if delivered at, or sent

by registered mail to, the last known business address of the Contractor.

1.11. "Intellectual Property" means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/service mark, copyright or patent, trade secrets or Proprietary Information.

1.12. "Proprietary Information" means ideas, concepts, inventions and processes related to the development and operation of computer software and systems such as source code, object code, security procedures and passwords.

2. CONTRACT EFFECTIVE DATE AND TERMINATION

2.1 The effective date of this Contract shall be as stated on the first page of this Contract, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by a Contractor's Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance and any other conditions precedent to the Contract have been submitted and accepted by the City.

2.1.3. This Contract is signed by the City of Pontiac Mayor or his designee, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.

2.2. The City may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon Thirty (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the City is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the City may terminate, end or cancel this Contract immediately upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

2.3. The City's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the City be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The City shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.

2.4. Under no circumstances shall the City be obligated to pay the contractor for any Services rendered or Goods delivered which have not been invoiced, as required herein, within sixty (60) days of the date such Goods were actually delivered to the City or Services were actually rendered pursuant to this Contract.

3. SCOPE OF CONTRACTOR'S SERVICES

3.1 Services. The Contractor shall provide Design, Construction, Traffic & Bridge Engineering Services. The Contractor shall perform all Scope of Service as identified in **Exhibits A**.

- Except as otherwise provided herein, the Contractor shall furnish all labor, supervision, and services necessary to execute and complete the work correctly.
- The City's Mayor, Deputy Mayor, the Department of Public Works Director, and Interim Engineer whom the Mayor may assign as a designee, shall have permission to contact the Contractor to request Services.
- The Contractor will forward all questions, as they arise, to the Department of Public Works Director regarding the Scope of Service, and to the Purchasing Manager as it relates to the contract and purchase order.

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

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

4. CITY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

4.1 Except as otherwise expressly provided for in this Contract, the City's sole financial obligation to the Contractor for any services under this Contract shall be:

4.1.1 In no event shall the City's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT", the Contractor shall provide the City with notice of this contingency at least fifteen (15) Days before this event.

4.1.2 The Contractor shall submit an invoice or payment application to the City which shall itemize all amounts due and/or owing by the City under this Contract, as the date of the invoice. The City shall have no obligation to make payment until a proper invoice of service is submitted. The City reserves the right to make partial payments on account of the amount due to the Contractor as the work progresses.

4.2 Method of Payment. Method of Payment as specified in **Exhibit A**. The

Contractor shall invoice for the Scope of Services that the Contractor will render. The contractor must email all invoices to accounts payable@pontiac.mi.us for processing. Final payment for the work performed under this Contract shall not be made until all work is satisfactorily performed, sworn statements and lien waivers are submitted, and final clean-up has been performed. The Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice or payment application.

4.3 Under no circumstances shall the City be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract.

4.4 The City has the right to offset any amounts due and owing to the Contractor should the City incur any cost associated with this Contract that is the obligation of the Contractor under this Contract. This includes withholding payment in the amount of any City-provided equipment, or supplies (if applicable) that are not returned by the Contractor upon completion of the services provided under this Contract.

4.5 This Contract does not authorize any in-kind services by either Party unless expressly provided herein.

4.6 Change Order Process. Changes in the Contract, Contract price or Scope of Work shall only occur in writing via a "Contract Change Order". Contract Change Orders shall be used to reflect additions to, reductions in, or changes to the Scope of Work (Exhibit A), or the Scope of Work that will be later defined for each home.

4.7 Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract.

5. CONTRACTOR'S ASSURANCES, WARRANTIES AND DEFAULT

5.1 The Contractor certifies that all statements, assurances, records, and materials submitted to City in connection with securing this Contract have been truthful, complete and accurate in all respects. The Contractor agrees and understands that any material false statement, representation or omission made in connection with its seeking or obtaining this Contract may be grounds for canceling or terminating this Contract and/or debarring the Contractor from future City contracts. The City's right to cancel this Contract as provided herein shall be in addition to any other rights the City has to terminate or cancel this Contract.

5.2 Service Warranty. The contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

5.3 Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.

5.4 Equipment and Supplies. The Contractor is responsible for providing equipment and supplies required to complete the specified services under the Contract unless otherwise expressly set forth in the Contract.

5.5 Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The City shall not be liable to or be required to reimburse the Contractor for any federal, state and local taxes or fees of any kind.

5.6 Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

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

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

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

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

5.8 Contractor Employees.

5.8.1 The Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

5.8.2 The Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. The Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.

5.8.3 (If Applicable) All Contractor Employees shall wear and display appropriate City provided identification at all times while working on City premises. The Contractor shall return all City provided identification when any of the following

situations occur: (1) Upon completion of the last day of work provided under this Contract; (2) when a Contractor Employee has completed the work under this Contract; or (3) when a Contractor Employee no longer works for Contractor.

5.8.4 All Contractor Employees assigned to work under this Contract may, at the City's discretion, be subject to a security check and clearance by the City.

5.9 Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. The Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. The Contractor shall indemnify and hold the City harmless for all Claims against the City by any Contractor Employee, arising out of any contract for hire or employer- employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.10 Full Knowledge of Service Expectations and Attendant Circumstances. The Contractor warrants that before submitting its bid and entering into this Contract, it had a full opportunity to review the proposed services, examine all measurements, dimensions, and existing conditions of the work area for this Contract and to review all City requirements and expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute and perform this Contract. The Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.11 Independent Contractor. The Contractor's Relationship to the City is that of an Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the City.

5.12 Default. In addition, to a breach of the terms of any condition or warranty set forth in this Contract, the following events shall constitute a default of Contractor:

- Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified.
- Causes stoppage or delay of, or interference with, the project.
- Fails to promptly pay its employees for work on the project.
- Fails to pay worker's compensation or other employee benefits, withholding or any other taxes.

- Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project.
- Makes unauthorized changes in supervisory personnel without Notice to Contract Administrator.
- Fails in performance or observance of any of the provisions of the contract.
- Files a voluntary petition in bankruptcy or is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code; files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors; seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property; makes an assignment for the benefit of creditors; or Makes an admission, in writing, of its inability to pay its debts as they became due.

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

- Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
- After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
- Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

6.1 Indemnification. The Contractor shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of the Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.2 The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the City for all claims asserted against the City and if the insurance company prevails, the Contractor shall indemnify the City for uncollectible accounts.

6.3 The Contractor shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.

6.4 The Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a Contractor Employee.

6.5 Contractor Provided Insurance. At all times during this Contract, including renewals or extensions, the Contractor shall obtain and maintain insurance according to the specifications and requirements set forth in **Exhibit A**.

7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2 Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- "CONTRACTOR'S ASSURANCES AND WARRANTIES";
- "CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
- "Audit";
- "Severability";
- "Governing Law/Consent To Jurisdiction And Venue"; and
- "Survival of Terms And Conditions".

7.3 City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The

City shall incur no penalty, expense, or liability to Contractor if the City suspends services under this Section.

7.4 No Third-Party Beneficiaries. Except as provided for the benefit of the Parties or except as specifically set forth in the Contract, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract, including zoning and building codes and MIOSHA guidelines.

7.6 Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the City, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract. The Contractor shall deliver all certificates of inspection to the City, if applicable.

- The Contract Administrator or designee shall act as inspector for this project.
- The inspector shall have access to the Work under this Contract.

7.7 Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.

7.8 Reservation of Rights. This Contract 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 City.

- Contractor shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- The City, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.

7.9 Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other

government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

7.10 Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the City, including all agencies and departments thereof, and any City Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the City. The contractor shall give the City notice if there are any City Agents or relatives of City Agents who are presently employed by the Contractor.

7.11 Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the City, the Contractor shall comply with all applicable grant requirements.

7.12 Contract Administrator. Each Party may designate an employee or agent to act as Contract Administrator. The City's Contract Administrator shall be responsible for such activities as monitoring deliverables and funding, addressing the quality of services provided by the Contractor, reviewing invoices and submitting requests to the City's procurement authority for any contract modification in accordance with terms of this Contract.

7.13 Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for thirty-six (36) months after end of this Contract, and provide the City with reasonable access to such book and records.

7.14 Audit. Contractor shall allow the City's Finance Director Division, or an independent auditor hired by the City, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee throughout the term of this Contract, and for a period of three years after final payment.

- Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the City within thirty (30) business days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report, and an action plan to resolve the audit findings. A copy of the Contractor's response will be included in the final report. Failure by the Contractor to respond in writing within thirty (30) business days shall be deemed acceptance of the draft audit report, and will be noted in the final report.

7.15 Delegation /Subcontract/Assignment.

- The Contractor shall not assign, delegate, or subcontract any part of this Contract without the prior written consent of the City.
- The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.

- Any assignment, delegation, or subcontract by the Contractor must include a requirement that the assignee, delegee, or subcontractor must comply with the rights and obligations contained in this Contract.
- The Contractor shall remain primarily liable for all work performed by any subcontractors. The Contractor shall remain liable to the City for any obligations under the Contract not completely performed or incorrectly performed by any Contractor delegee or subcontractor.
- The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors.
- Should a subcontractor fail to provide the work as required by the Contract, the Contractor shall contract with another entity to perform the work in a timely manner. Any additional costs associated with securing a competent subcontractor and performing the required work shall be the sole responsibility of the Contractor.

7.16 If any part of the Contractor's services depends upon the work of any other contractor or subcontractor, the Contractor shall inspect and promptly report to the City any defects in such work that shall render it unsuitable. The failure to inspect and report shall constitute an acceptance of the other contractor's or subcontractor's services.

7.17 This Contract cannot be sold. The City reserves the right to let other contracts in connection with this Work even if of like character to the Work under this Contract. The Contractor shall coordinate his work with theirs.

7.18 Contractor Bankruptcy. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the City may declare this Contract null and void.

7.19 Non-Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement, and the City may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the City.

7.20 No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

7.21 Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the City harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

7.22 Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.23 Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, or electronic mail and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail, or the date the email is marked as read.

For the Contractor: Craig Shumaker, PE
Sr. Vice President
Fleis & VandenBrink
2960 Lucerne Dr SE
Grand Rapids, MI 48334
Phone: (248) 536-0080
Fax: (248) 536-0079
Email: cshumaker@fveng.com

Munawar Azam
Vice President
CDM Smith Michigan
535 Griswold Street, Suite 930
Detroit, MI 48226
Phone: (313) 963-1313
Fax: (313) 962-8525

For the City:

Mark Ragsdale
Department of Public Works Director
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
Phone: (248) 758-3609
Email: mragsdale@pontiac.mi.us

7.24 Contract Modifications or Amendments. Any modifications, amendments, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the City or other City Agent as authorized by the City.

7.25 Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

- The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits and documents.

7.26 Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.27 Contractor's Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information if required by law, statute or other legal process; provided that Contractor (i) gives City prompt written notice of an impending disclosure, (ii) provides reasonable assistance to City in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

- This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the City, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- As used in this Contract, Confidential Information means all information that the City is required or permitted by law to keep confidential.

7.28 Contractor's Use of City Licensed Software. Except as otherwise set forth in Exhibits A and C., in order for the Contractor to perform its services under this Contract, the City may permit the Contractor or Contractor Employees to access certain copyrighted Software licensed to the City. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the City and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

7.29 Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the

Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of the Contractor and the City, and by doing so legally obligates and binds the Contractor and the City to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____ DATE: _____

Name _____

Title _____

FOR THE CITY OF PONTIAC:

BY: _____ DATE: _____

Mayor's Office

BY: _____ DATE: _____

Mark Ragsdale,
Department of Public Works Director

BY: _____ DATE: _____

Sekar Bawa, Interim Finance Director

BY: _____ DATE: _____

Alicia Martin, Purchasing Manager

APPROVED AS TO SCOPE OF CONTRACTOR SERVICES:

BY: _____ DATE: _____

Zachary Haapala

APPROVED AS TO FORM

BY: _____ DATE: _____

JoAnne Gurley, Law Director

City of Pontiac
 Finance Department – Purchasing Division
 24-35S
 MLK Design, Construction, Traffic & Bridge Engineering Services



EVALUATION TEMPLATE

The following criteria shall be used by the City to evaluate all proposals which meet the minimum requirements specified in the RFP.

EVALUATION CRITERIA	Points Max	RFP Scores		
		AECOM Technical Services, Inc.	Ciorba Group, Inc.	Fleis & VandenBrink
Cost (15%)	15	12.69	15.00	14.20
Qualifications of the Firm (25%)	25	23.13	20.00	19.38
Experience and Understanding of the Project (10%)	10	9.25	8.00	7.75
Period to complete the Project (30%)	30	21.75	17.25	29.25
References (10%)	10	8.00	8.00	8.00
Accessibility (10%)	10	7.75	7.50	6.75
GRAND TOTAL		82.57	75.75	85.33
	Rank	2	3	1

Maximum total points of Criteria not to exceed one hundred (100) points.

RFP Review Committee

Alicia Martin - Purchasing Manager	Voting
Patrick Muller - DPW Supervisor	Voting
Engineer Consultant - DLZ	Voting
Tim Greimel - Mayor	Voting
Bridget Grier - Purchasing Consultant	Non-Voting

Consensus Selection

Fleis & VandenBrink Engineering, Inc.

Comments:

Based on the results of the RFP evaluation, purchasing and the evaluation team have thoroughly reviewed and scored all submissions. After careful consideration and consensus, we recommend selecting Fleis & VandenBrink as the preferred vendor for this project.

AECOM Technical Services, Inc.

Total Cost

\$730,682.58

12.68588065

Cost if using Ratio

Project Schedule	
TASK	# of Weeks to complete from date of award
Base Plans/TS&L to MDOT and identify utility conflicts and any ROW needs	12
Submit GI (Preliminary) Plans to MDOT	14
Final Plans to MDOT & Obligate Funding	15
Bid Letting	11
Total Duration for Design	52

TASK DESCRIPTION	Total Hours by Task
Meeting & Preparation	140
Scope & Bridge Evaluation	0
SHPO, NEPA, Program Application	321
Utility Coordination	32
Prepare TS&L Plans	309
Permitting and Railroad Coordination	160
Structural and Roadway Design/Details	678
Maintenance of Traffic and Misc. Plan Specs	198
Prepare Preliminary Plans	1376
Prepare Final Plans and Specifications	1277
Shop Drawing, Load Rating, MI Bridge Inventory	140
Total Project Hours	4631

Ciorba Group, Inc.

Total Cost

\$617,956.80

15

Cost if using Ratio

Project Schedule		
TASK	# of Weeks to complete from date of award	Number of weeks per task
Base Plans/TS&L to MDOT and identify utility conflicts and any ROW needs	22	22
Submit GI (Preliminary) Plans to MDOT	30	8
Final Plans to MDOT & Obligate Funding	53	23
Bid Letting	62	9
Total Duration for Design	62	62

TASK DESCRIPTION	Total Hours by Task
Meeting & Preparation	89
Scope & Bridge Evaluation	240
SHPO, NEPA, Program Application	248
Utility Coordination	76
Prepare TS&L Plans	140
Permitting and Railroad Coordination	80
Structural and Roadway Design/Details	1830
Maintenance of Traffic and Misc. Plan Specs	150
Prepare Preliminary Plans	270
Prepare Final Plans and Specifications	569
Shop Drawing, Load Rating, MiBridge Inventory	171
Total Project Hours	3863

Fleis & VandenBrink Engineering, Inc.

Total Cost

\$652,929.00

14.19656961

Cost if using Ratio

Project Schedule		
TASK	# of Weeks to complete from date of award	Number of weeks per task
Base Plans/TS&L to MDOT and identify utility conflicts and any ROW needs	12	12
Submit GI (Preliminary) Plans to MDOT	17	5
Final Plans to MDOT & Obligate Funding	27*	10
Bid Letting	38*	11
Total Duration for Design	38*	38

*36 with local bidding and letting

TASK DESCRIPTION	Total Hours by Task
Meeting & Preparation	120
Scope & Bridge Evaluation	128
SHPO, NEPA, Program Application	125
Utility Coordination	52
Prepare TS&L Plans	450
Permitting and Railroad Coordination	146
Structural and Roadway Design/Details	415
Maintenance of Traffic and Misc. Plan Specs	112
Prepare Preliminary Plans	840
Prepare Final Plans and Specifications	1000
Shop Drawing, Load Rating, MiBridge Inventory	264
Total Project Hours	3652



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

Addendum No. 1

May 9, 2024

Dear Bidders:

RE: The MLK Design, Construction, Traffic & Bridge Engineering Services Request for Proposal (RFP), Solicitation No. 24-35S

This Addendum No. 1 will address changes made to the evaluation criteria indicated on page 9 of the RFP. The criteria will be utilized to score proposals submitted in response to the RFP.

1. **Cost (20%).** This refers to the availability of necessary personnel, equipment, facilities, and other resources to successfully provide required services as specified and to perform the services successfully within the proposed time.
2. **Qualifications of the Firm (25%).** The firm's capability in all respects to fully perform the contract requirements, and the integrity and reliability which will assure good faith performance. These criteria include:
 - o The experience and qualifications of the firm providing similar programs or services.
 - o Personnel to be assigned to the program or services, and their qualifications and experience in providing the required services.
 - o The availability of necessary personnel and other resources to successfully complete the program or services specified, reports, and deliverables.
 - o Identification of sub-contractor, their responsibilities, capabilities, and experience of similar services.
 - o Compliance and adherence to all conditions and requirements of the Request for Proposals.
 - o Total cost of proposal (please provide most recent audited financial statements).
3. **Experience and Understanding of the Project (20%).** This refers to the firm's experience and understanding of the engagement, the City's objectives, and the nature and scope of the work involved.
4. **Period to complete project (15%).** The schedule to complete the schematic design, design documents, construction documents.

5. **References (10%).** This refers to the firm's previous clients requesting similar services.
6. **Accessibility (10%).** The firm's headquarters are located within the City of Pontiac or serviced other City of Pontiac businesses.

Feel free to email purchasing@pontiac.mi.us if there are any questions regarding this Addendum.

Kind regards,

Alicia Martin

Alicia Martin
Purchasing Manager
E: purchasing@pontiac.mi.us



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

Addendum No. 2

May 9, 2024

Dear Bidders:

RE: **24-35S - MLK DESIGN, CONSTRUCTION, TRAFFIC & BRIDGE ENGINEERING SERVICES**

This **Addendum No. 2** will address the deadline for the City of Pontiac to respond to bidders' questions.

The Purchasing Division will require an additional business day to respond to bidder's questions about the MLK Bridge Project due to the volume of questions submitted. The deadline for the City of Pontiac to respond to all bidders' questions will be on **Friday, May 10, 2024 no later than 5 pm EDT.**

Sincerely,

Alicia Martin

Alicia Martin
Purchasing Manager
E: purchasing@pontiac.mi.us

Addendum No. 3

Questions & Answers - 1

Solicitation 24-35S - MLK DESIGN, CONSTRUCTION, TRAFFIC & BRIDGE ENGINEERING SERVICES
Buying Organization City of Pontiac

No	Question/Answer	Question Date
Q1	<p>Question: Evaluation Scoring</p> <p>We noticed that the section on scoring is weighted more towards cost and not towards qualifications of the firm. Was it the city's intent to make qualifications almost as equal to proposed cost? As a follow up, would the city consider adjusting the scoring to ensure it is able to select the most qualified contractor to perform this work?</p> <p>Answer: Please refer to Addendum No. 1 pertaining to evaluation criteria.</p>	05/01/2024
Q2	<p>Question: Cost Proposal</p> <p>Is the cost proposal to be included with the qualifications package or in a separate sealed envelope? The City had previously requested the two be submitted in separate sealed envelopes, which is common, to protect the integrity of the QBS process.</p> <p>Answer: Per the instructions indicated in BidNet. Envelope 1 submit responses for Technical RFP Section 14 (A-E), and Envelope 2 submit response for Cost Proposal RFP Section 14 (F-G).</p>	05/01/2024
Q3	<p>Question: MDOT Regulations</p> <p>The RFP is not clear as to whether this project will follow MDOT LAP regulations, or if the City is able to undertake this project under its own jurisdiction?</p> <p>Answer: The City of Pontiac does not need to follow MDOT LAP regulations.</p>	05/01/2024
Q4	<p>Question: Construction Engineering</p> <p>Is the RFP looking for design services only, or both design and construction engineering?</p> <p>Answer: The RFP is for design engineering services only. The construction engineering will be posted at a later date.</p>	05/02/2024
Q5	<p>Question: Pedestrian traffic</p> <p>Is the existing roadway configuration within the bridge limits to be maintained or is there interest in protecting pedestrian traffic from vehicular traffic by adding a barrier between?</p> <p>Answer: A barrier for pedestrian safety will be entertained, but the priority of the project is to demolish and reconstruct the bridge to be opened back up to traffic.</p>	05/07/2024
Q6	<p>Question: Existing access road</p> <p>Does the existing access road just south of the tracks need to be maintained or can it be eliminated?</p> <p>Answer: The existing access road needs to be maintained.</p>	05/07/2024
Q7	<p>Question: Future Truck Loads</p> <p>Does the replacement bridge need to accommodate any future track locations? If so, do we know where that will be yet?</p> <p>Answer: We are unaware of any future track locations at this time.</p>	05/07/2024

No	Question/Answer	Question Date
Q8	<p>Question: Railroad Permit</p> <p>Given the history presented, it sounds as though the railroad is at least already aware of the need for this project. Has there been any prior movement/progress by the City on acquiring the required railroad permit(s)? Has the railroad been advised on the desire to have construction underway preferably in 12 months from now [and indicated support of such if so]?</p> <p>Answer: The City has had some communication with the Railroad, but we have not started the formal application process. This task will be led by the Design Engineer team with support from the City.</p>	05/07/2024
Q9	<p>Question: Current MLK Construction duration</p> <p>There is construction currently along MLK with southern limits only a few blocks north of this project's proposed limits. Is that project intended to be complete by the anticipated construction start for the bridge, or will coordination be needed between the two projects?</p> <p>Answer: MLK Drive is anticipated to be completed in August of 2024, so it will be done well in advance of any construction on the bridge.</p>	05/07/2024
Q10	<p>Question: Wooden fence</p> <p>There is an existing wooden fence along the south side of MLK between the bridge and Charles Lane. Is the fence desired to be replaced along with the roadway?</p> <p>Answer: The fence has not been considered in the scope of the project. From all accounts, the fence is to remain. If the assessment deems the fence needs immediate replacement, the City will consider replacement.</p>	05/07/2024
Q11	<p>Question: Easements (if needed)</p> <p>ADA Ramp & pedestrian facility improvements are anticipated per the scope. At the southeast end of the project near Woodward, the existing elevations of the roadway and the private side properties appear to be incompatible with designing/constructing ADA-compliant facilities as is. Some significant work beyond the right of way may be required to do so. If construction/grading easements are needed, would the City handle obtaining those agreements or would the designer be expected to take part in or lead those conversations?</p> <p>Answer: Any easement procurement will be led by the Design Engineering Team with Support from the City's Legal Department and Engineering Staff.</p>	05/07/2024
Q12	<p>Question: Additional Survey and/or Geotechnical needs</p> <p>Survey and geotechnical work is noted as already having been completed for the project. If further survey or geotechnical information becomes required during design, will the City be responsible for the additional work?</p> <p>Answer: If there is a need for additional survey work, the Design Engineer Team will be responsible for completing such work.</p>	05/07/2024



Tim Greimel, Mayor
Khalfani Stephens, Deputy Mayor

Addendum No. 4

May 15, 2024

Dear Bidders:

**RE: The MLK Design, Construction, Traffic & Bridge Engineering Services
Request for Proposal (RFP), Solicitation No. 24-35S**

This **Addendum No. 3** will address changes made to the evaluation criteria indicated on page 9 of the RFP. The criteria will be utilized to score proposals submitted in response to the RFP. This addendum will also identify the new deadline for bidders to submit their proposals.

1. **Cost (15%).** This refers to the availability of necessary personnel, equipment, facilities, and other resources to successfully provide required services as specified and to perform the services successfully within the proposed time.
2. **Qualifications of the Firm (25%).** The firm's capability in all respects to fully perform the contract requirements, and the integrity and reliability which will assure good faith performance. These criteria include:
 - o The experience and qualifications of the firm providing similar programs or services.
 - o Personnel to be assigned to the program or services, and their qualifications and experience in providing the required services.
 - o The availability of necessary personnel and other resources to successfully complete the program or services specified, reports, and deliverables.
 - o Identification of sub-contractor, their responsibilities, capabilities, and experience of similar services.
 - o Compliance and adherence to all conditions and requirements of the Request for Proposals.
 - o Total cost of proposal (please provide most recent audited financial statements).
3. **Experience and Understanding of the Project (10%).** This refers to the firm's experience and understanding of the engagement, the City's objectives, and the nature and scope of the work involved.
4. **Period to complete project (30%).** The schedule to complete the schematic design, design documents, construction documents.

5. **References (10%).** This refers to the firm's previous clients requesting similar services.
6. **Accessibility (10%).** The firm's headquarters are located within the City of Pontiac or serviced other City of Pontiac businesses.

The new deadline for bidders to submit proposals is **Friday, May 17, 2024 @ 2 pm EDT.**

Feel free to email purchasing@pontiac.mi.us if there are any questions regarding this Addendum.

Kind regards,

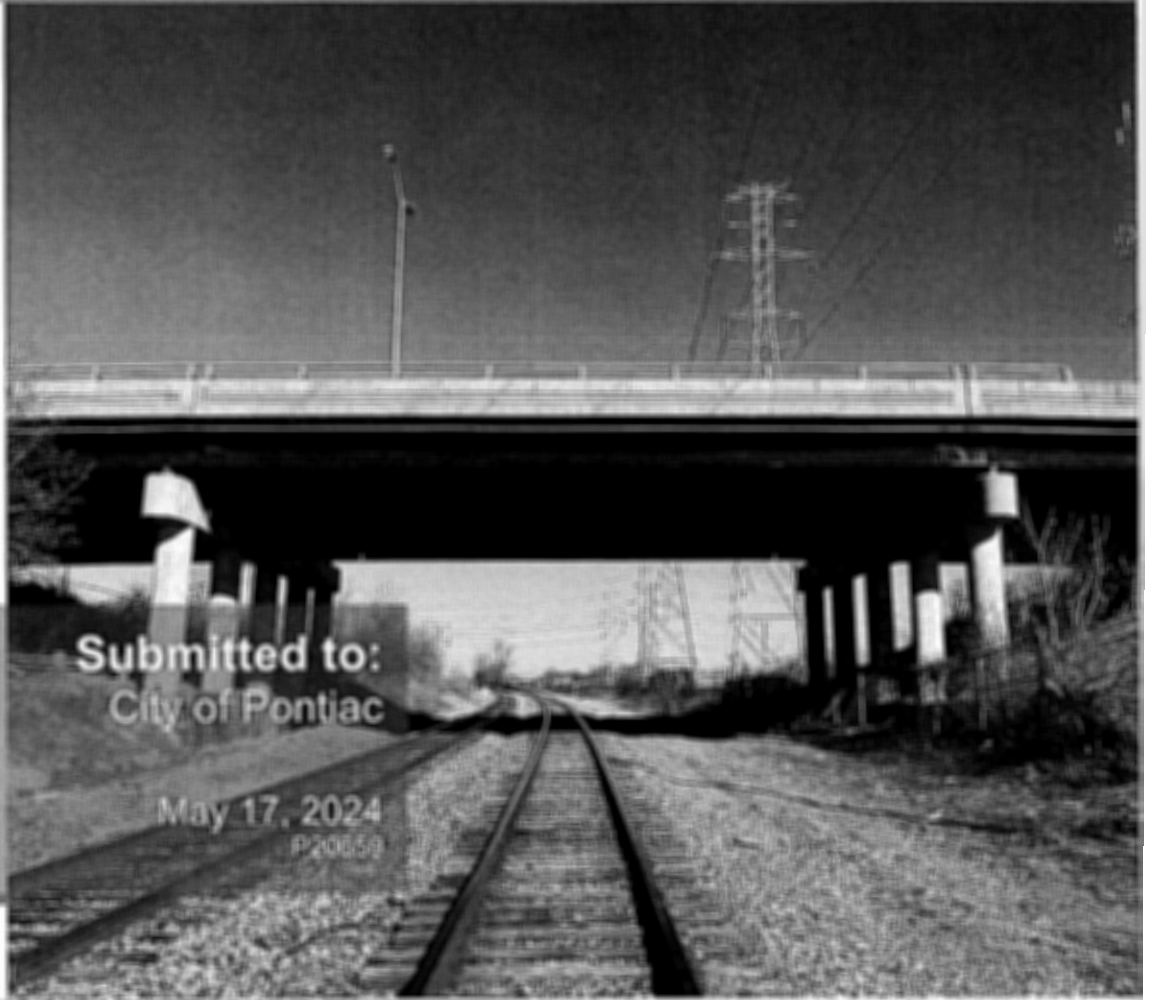
Alicia Martin

Alicia Martin
Purchasing Manager
E: purchasing@pontiac.mi.us

Technical Proposal: Letters A-E

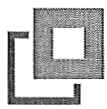
**MLK DESIGN, CONSTRUCTION, TRAFFIC AND
BRIDGE ENGINEERING SERVICES**

RFP NO. 24-35S



Submitted to:
City of Pontiac

May 17, 2024
P20059



FLEIS&VANDENBRINK

DESIGN. BUILD. OPERATE.

**CDM
Smith®**



FLEIS & VANDENBRINK

DESIGN. BUILD. OPERATE.

May 17, 2024

Alicia Martin, Purchasing Manager
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

**RE: MLK DESIGN, CONSTRUCTION, TRAFFIC AND BRIDGE ENGINEERING SERVICES RFP
NO. 24-35S**

Dear Alicia:

Fleis & VandenBrink (F&V) recognizes the importance of the Martin Luther King Jr. Boulevard Bridge to the City's general wellbeing, and the impact this closure is having on residents and businesses. From our response to the City's initial RFP over one year ago, F&V has followed this project and congratulates the City on securing the funding to complete it. You should be commended for these efforts. Now that funding is secured, it will take a team effort to complete the reconstruction of this bridge as quickly as possible, which is why F&V partnered with the national structural design firm CDM Smith. F&V's state-wide presence in municipal engineering, teamed with CDM Smith's deep history of structural bridge projects, gives Pontiac's residents and businesses the assurances this project will be a priority.

Together, our team's qualifications show the commitment to make this project a success. F&V will lead overall project management along with the roadway reconstruction and infrastructure replacement design engineering, and CDM Smith will lead the bridge design engineering. Highlights of our team include:

- **F&V annually designs and constructs over 100 miles of roadway.** Our transportation work includes major highway intersection improvements such as the US-131 and M-179 interchange reconstruction for Gun Lake Tribe. The project was awarded three times by various branches of the American Public Works Association (APWA) for its positive impact and enhancement of transportation in the area.
- **CDM Smith designs and constructs 100s of bridges annually.** Their bridge design work includes Rapid Bridge Replacement (RBR), like they did in for Pennsylvania Department of Transportation (PennDOT) where they assisted replacing 558 bridges while minimizing public inconvenience and overcoming its funding and resource shortfalls. This groundbreaking, nationally recognized project has gone on to win three awards: Best Transport Project at P3 Awards 2015, one of the Public Works Financing's top 10 Transport Deals of the Year, and an ACEC/PA's 2016 Honor Award for Engineering Excellence.
- F&V has **experience working for and in the City of Pontiac** on a variety of projects. We are familiar with your community and look forward to continuing our relationship with the City.
- F&V will be your **primary contact out of our Farmington Hills office, located 11 miles away.** This will allow for prompt and reliable communication, and collaboration as we work through the challenges and goals of this project together.

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334
P: 248.536.0080
F: 248.536.0079
www.fveng.com

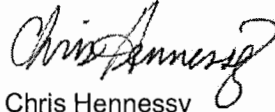
Our goal is to provide design engineering solutions for MLK Bridge of the highest quality and expectations of the City. F&V, and our partner CDM Smith, are committed to providing effective project management, and to deliver the project on time and within budget. If you need any additional information or have any questions regarding our proposal, please call (248.536.0080) or email (grose@fveng.com).

Sincerely,

FLEIS & VANDENBRINK



Geric Rose, PE, PS
Project Manager, Associate



Chris Hennessy
Community Development



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SECTION D:	LOCATION OF THE PROJECT TEAM
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COST PROPOSAL (F-G) PROVIDED SEPARATELY	

SECTION A BACKGROUND OF FIRM

History: Established in 1993, Fleis & VandenBrink (F&V) has grown from a team of two to nearly 300 multi-disciplined professionals. Our growth has been an outcome of hiring the best people, doing great work, and focusing on client relationships.

We believe great relationships are built over time through communication and an understanding of our client's needs. We work collaboratively to gain that understanding by uncovering potential issues and concerns prior to beginning work. Knowledge of those critical success factors gives us agreed upon expectations and allows us to work together towards a successful project.

We also understand the critical component funding has in turning a project vision into reality. Our team of funding experts actively pursues grants and low interest loan opportunities on behalf of our clients. We work diligently with state and federal organizations to find and obtain the best option for each project. Since our inception, we have obtained more than \$1 billion in grants and low interest loans for our clients.

Our team encompasses a broad range of in-house services designed to provide our clients with a one stop shop consultant. Providing a wide range of services allows us to design custom-fit solutions and award-winning projects as promised - on time and on budget.

Corporate Officers:

Name	Title	Specialty
Larry Fleis, PE	Principal Emeritus, Chairman of the Board	Civil Engineering
Paul Galdes, PE	Principal Emeritus	Civil Engineering
Rich Grant, PE	Principal Emeritus	Process Engineering
John DeVol, PE	Principal, President	Civil Engineering
Craig Shumaker, PE	Principal, Sr. Vice President	Civil Engineering
Bob Wilcox, PE	Principal, Vice President	Process Engineering
Brian Rice, PE	Principal, Group Manager	Environmental Engineering
Don DeVries, PE	Principal, Group Manager	Municipal Engineering
Blair Selover, PE	Principal, Operations Manager	F&V Operations Management

Main Office Serving You:

27725 Stansbury Boulevard, Suite 195
Farmington Hills, MI 48334

Assistance From

Grand Blanc
Grand Rapids

Business Operations: F&V was established in January of 1993 as a firm of Professional Consulting Engineers. F&V currently operates as a Corporation in the States of Michigan and Indiana.

Audited Financial Statements: Over the past five years, F&V has completed more than 1,750 projects totaling over \$125 million. We currently have a backlog of more than \$49 million in engineering and operations services.

We are a privately held company and do not allow our financial statements to become part of the public record. The confidentiality of that information is essential to our corporate success.

In order to honor your request for this information, we will bring a copy of that data for you to review in private if we are selected to interview for the project.



For over 75 years, CDM Smith has provided innovative solutions combined with responsive, professional service to our clients. Headquartered in Boston, Massachusetts, CDM Smith projects are supported by over 5100 employees in more than 27 countries and in 125 offices worldwide. We deliver integrated solutions across water, transportation, environment and energy & facilities. We apply technical excellence and unmatched client service to deliver integrated, smart and complete solutions. We believe responsiveness is the foundation of serving our clients.

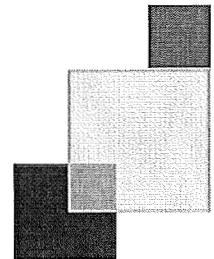
CDM Smith's national bridge practice provides comprehensive services from early feasibility studies through construction phase support, led by industry-leading, award-winning experts. Our wide range of project experience includes rehabilitation and emergency bridge design, steel girder bridges, interchange design, movable and complex bridges, major water crossings, and pedestrian bridges. Our team is also well-versed in methodologies such as accelerated bridge construction to more efficiently navigate project development.

As part of our full-service capabilities, CDM Smith's structural engineering practice has the expertise necessary to successfully complete projects involving new construction and rehabilitation. Our structural engineers have function, efficiency, constructability, and cost in mind throughout the project life-cycle.

As stated in our tagline—listen. think. deliver.—we are committed to listening to client's needs, thinking about the right solution for each unique situation, and delivering high-quality results.

Munawar Azam
Vice President
CDM Smith Michigan

www.cdmsmith.com



SECTION B: STAFFING AND PROJECT TEAM ORGANIZATION

The experienced professionals of F&V and CDM Smith provide innovative, award-winning solutions for roadways and bridges. Our team has the resources, knowledge, and capacity to bring a new MLK Bridge into fruition in the desired time frame. While not requested at this time, F&V has construction engineers and technicians to assist on the next phase of the project. Additionally, F&V employs over 300 professionals and CDM Smith employs 6,000 professionals for additional assistance and knowledge, if needed, though not anticipated. Our team has the capacity, resources, knowledge, and skills to handle this very improvement project. Resumes will be provided upon request, per the RFP.



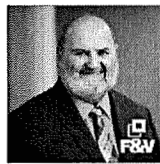
MANAGEMENT



Geric Rose, PE, PS
Project Manager
25+ years of experience



David DeLind, PE
Regional Manager
16+ years of experience



Steve Nagy, PE
Project Coordinator
48+ years of experience

ROADWAY ENGINEERING



Dave Hiler, PE
Lead Design Engineer
30+ years of experience



Aaid Esmail, PE
Design Engineer
25+ years of experience



Brad Danks
Design Technician
35+ years of experience



Antonio Creds, PE
Senior Roadway Engineer
30+ years of experience



Tong Luo, PE
Roadway QA/QC
30+ years of experience

BRIDGE ENGINEERING



Munwar Azam, PE
Technical Advisor
34 years of experience



Robin Dominick, PE
Lead Bridge Design Engineer
29 years of experience



Pete Sarich, PE, SE
Senior Bridge Design Engineer
13 years of experience



Jon Moxey, PE
Bridge QA/QC
20+ years of experience



Jordan Phillips, PE
Bridge QA/QC
15+ years of experience



SECTION C: RELATED PROJECT EXPERIENCE/ FAMILIARITY

F&V EXPERIENCE

F&V studies, designs, and constructs roadways and highways that move you wherever you're going. Road engineering is about more than vehicles – it's about you and your users, and what's right for your users. Our approach is based on client relationships, getting to understand your twists and turns, needs, and goals. We will collaborate with you to design and construct transportation systems that become an avid part of the community. We'll start with a study and stay working and communicating with you through construction, and then we may even use the transportation system ourselves.

Our engineers are DOT prequalified and are familiar with the Federal Highway Administration and the American Association of State Highway and Transportation Officials guidelines.

F&V has worked closely with our local road agency clients to apply for and obtain CMAQ and safety grants to help fund transportation improvements within their communities. Projects funded by these programs include intelligent transportation systems (ITS), traffic signal modernization, intersection reconstruction for turning movements, and street realignments.

In addition to local and state funded projects, F&V also assists our clients with establishing and processing special assessment districts to fund local street improvement projects.

Our areas of expertise include:

- Road and bridge design
- Streetscape design
- Roundabout design
- ADA compliance
- Non-motorized paths and trails
- Pavement patching programs
- Joint sealing programs
- Sidewalk programs
- PASER ratings
- Road asset management plans

F&V is prequalified with the State of Michigan Department of Transportation (MDOT) in over 30 classifications.

Applicable MDOT Prequals:

- Design: Bridges: Safety Inspection
- Design: Roadway
- Design: Roadway: Intermediate
- Design: Traffic: Capacity and Geometrics Analysis
- Design: Traffic: Safety Studies
- Design: Traffic: Work Zone Maintenance of Traffic
- Design: Traffic: Work Zone Mobility and Safety
- Design: Utilities: Municipal

Additional Highlights of F&V include:

- F&V construction projects have averaged less than a 1% change between as-bid costs and final construction costs, prior to owner requested modifications.

CDM SMITH EXPERIENCE

CDM Smith safely designs and building bridges and other structures with their competent, experienced and driven teams. CDM understands successful plans consider how all possible choices affect mobility. Through environmental assessments, public involvement, corridor studies, freight and statewide planning, emerging technology guidance and more, our team will help you chart an effective course for multimodal improvements. Their construction engineering and inspection (CEI) professionals represent our clients on site, making sure projects are delivered on schedule and budget and in compliance with all requirements.

We have provided detailed project sheets with the requested information from the RFP on the following pages:

APWA AWARD WINNING PROJECT

Midwest Michigan Branch Project of the Year (2022)

Michigan Branch Project of the Year (2023)

National Project of the Year (2023)



US-131/M-179 INTERCHANGE IMPROVEMENTS
Gun Lake Tribe

PROJECT INFORMATION

John Shagonaby, President Tribal Development -
269.397.1780

Utilities: Stormwater and coordination of utility
relocations

Software: AutoCAD/MicroStation

Original Budget: \$26,000,000

Final Budget: \$26,000,000 (on budget)

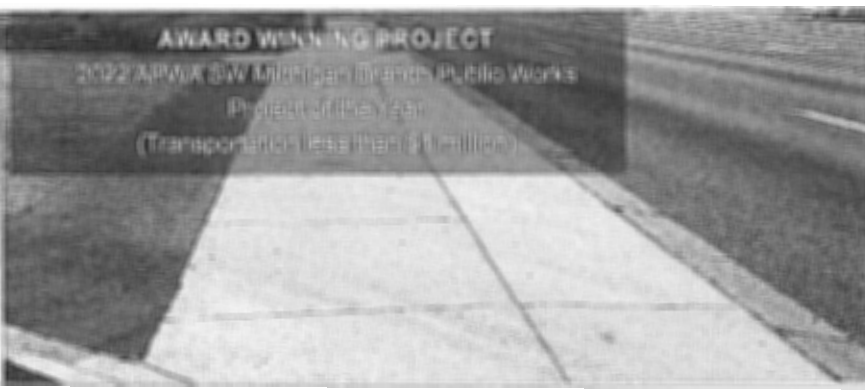
Start Date: 2017

Completion Date 2022 (on time)

The aging M-179 bridge structure, providing access from US-131 to the expanding Gun Lake Tribal lands, including the casino development, prompted the need for an interchange replacement project including replacement of the existing, limited capacity bridge structure and associated ramps with a new pile supported, integral abutment, two-span, bridge structure with the existing M-179 roadway reconstructed and widened along with reconfiguration of interchange ramps into a Single Point Urban Interchange (SPUI) configuration. Due to the re-aligned and widened bridge structure and the need for additional embankment material supporting approach slabs and new roadway and ramps, up to 25-ft of grade raise fill was needed to accommodate finish road grades.

F&V served as the project manager and client liaison with Gun Lake Tribe for five years of study, preliminary engineering, aesthetics, design, and design assistance during construction for the reconstruction of the US-131 and M-179 interchange.

The project was a complete interchange reconstruction project, including all ramps, the bridge, realignment of a portion of M-179, and new bridge approaches. It also involved coordination with MDOT rail for replacement of the track crossing M-179 east of the interchange, and coordination with MDOT Grand Rapids TSC for resurfacing M-179 up to the tracks. Construction staging had to be carefully coordinated to maintain access to the Gun Lake Casino and Gun Lake Tribal campus, as well as for emergency vehicles throughout the 2-year construction duration.



PROJECT INFORMATION

Jamie Harmon, Deputy Director of Transportation & Utilities - 269.329.4422

Utilities: Watermain and storm sewer

Software: AutoCAD/MicroStation

Original Budget: \$326,000

Final Budget: \$320,000 (under budget)

Start Date: 2021

Completion Date: 2022 (on time)

F&V provided design and construction engineering of South Westnedge Avenue from Mall Drive to Trade Centre Way. The design included the redesign of public sidewalks, business approaches, and intersections to meet federal ADA accessibility standards, and the replacement of curb and gutter. These phase I improvements standardized sidewalk widths to 5-foot wide, vertical elevation adjustments to resolve existing drainage issues and provide a “crisp and clean” curb appeal for the corridor businesses. This work is also a critical part of the City’s corridor greening plan to not only beautify the area, but also reduce runoff and improve accessibility. This was phase I of the improvements in advance of phase II microsurfacing work.

The microsurfacing project was designed to best utilize the resurfacing method to allow for the most efficient use of traffic closures. South Westnedge Avenue and the I-94 interchange area carries one of the highest volumes of vehicles in the County. The design minimized the disturbances to I-94 and the businesses along the corridor by requiring night work and a compact schedule. The shorter timeline and night work proved to be a win-win for the businesses, the City, and the Contractor. Traffic volumes were significantly less allowing for lesser traffic control measures for access and protection of the new surfacing. The project received partial federal aid and was included in the 2022 Kalamazoo Area Transportation Study-Transportation Improvement Plan.

The City was pleased with the outcome of the microsurfacing project and its benefits. They have noted that they plan to incorporate the resurfacing method together with the option of night work and constrained work schedules into future work in the City. The results were received well by the businesses along the corridor as well as the traveling public with the limited impact to daily travel movements.



PROJECT INFORMATION

Travis Hare, PE, City Engineer - 989.759.1410

Utilities: Watermain and storm sewer

Software: AutoCAD/MicroStation

Original Budget: \$440,000

Final Budget: \$440,000 (on budget)

Start Date: 2020

Completion Date: 2022 (on time)

A 0.1-mile section of Wadsworth Avenue that serves as a primary shipping access route to the Lake State Railway yard had deteriorated to the point where full concrete pavement reconstruction was required. As part of the road reconstruction project, the city also wanted to replace aging cast iron watermain and storm sewer.

F&V provided design engineering for this reconstruction project and also assisted in coordination with Lake State Railway for alternate access during construction.

The reconstruction project improved road conditions and safety for commercial and passenger vehicles and pedestrians.

I-57 @ Buckley Interchange

Iroquois County, Illinois

Project Background

CDM Smith was selected to prepare contract plans, specifications and estimates for the proposed bridge deck replacement of the existing structure (SN 038-0076) carrying County Highway 9 over I-57 in Iroquois County as well as adjacent roadway improvements for a total length of 1,200 feet.

The bridge deck and HMA overlay on County Highway 9 over I-57 are in poor condition. Widespread cracking covers a significant area of the deck with extensive spalling with exposed reinforcement observed in numerous locations. It was estimated that 20 percent of the existing deck needed partial or full-depth patching and efflorescent in the cracks was displayed often. The concrete slope walls also contain numerous cracks and spalls with significant undermining shown at the west side of bridge.

Project Specifics

The existing structure is a four-span continuous steel beam bridge measuring 294'-9" in length from back-to-back of abutments and is skewed at 41°05'44". The scope of work for this project included removal and replacement of the bridge deck and approach slabs, cleaning and painting of structural steel, expansion bearing replacements, installation of addition shear studs to make composite in all positive moment regions, and concrete repairs to substructure units. Partial removal of



existing stub abutments and existing wingwall retrofit to convert to semi-integral and eliminate expansion joints on bridge was also included in this project.

The scope of work for the approach roadway consisted of HMA Surface Removal, 2.5" and replacement with HMA Surface Course, 1.5" and 1" of leveling binder. Additionally, the existing HMA shoulders will have the top 4.5" being removed and replaced with 3" of HMA binder and 1.5" of HMA surface course. The existing guardrail will be maintained except at the bridge where the existing terminals may be replaced. Partial lighting of the interchange is also included at two of the ramps. Partial lighting exists at the other two ramps at this interchange. The project is scheduled to be on the June 2024 letting.

Client

Illinois Department of Transportation

Client Contact

Joe Kannel, Studies & Plans, Project Engineer, 815-434-8454

Project Dates

2022- 2024

Design Fee

Original Budget: \$414,854, December 2022

Final Budget: \$381,396, March 2024

Software Environment Used

PTC Mathcad Prime

MDX Client

LEAP Steel

Microsoft Excel

MicroStation

SR 291 Final Design

Tinicum Township, Delaware County Pennsylvania

Project Background

The SR 291 Bridge Replacement project involves replacing the state-owned dual six-span steel girder bridge on SR 291 (Governor Printz Boulevard) in Tinicum Township, Delaware County, Pennsylvania. The existing bridge carries SR 291 over a Conrail Railroad, a gravel access road, and an unnamed drainage channel. The project site is adjacent to the Philadelphia Airport and the John Heinz Wildlife Refuge. The existing bridge is in poor condition and undergoes full-depth inspection on a six-month interval. The existing deck and superstructure have required repairs in recent years. The median guiderail was removed and replaced with concrete barrier recently after impact damage rendered it unserviceable.

The replacement project will provide for a two-span continuous steel multi-girder bridge in the same location. The proposed bridge consists of a 10-steel plate girder typical section with 72" deep webs with equal spans of 195'-0". The new bridge will be on the same horizontal alignment as the existing structure and will accommodate two 12'-0" lanes and 8'-0" shoulder for both the Westbound and Eastbound directions of traffic. The vertical alignment of SR 291 is being increased to provide required vertical clearance over the Conrail Railroad. Construction will utilize staged construction consisting of replacing the Westbound side of the existing bridge while one lane of traffic in each direction is maintained on the existing bridge. Once the new Westbound side is completed one lane of traffic in each direction will be maintained on the new structure while the Eastbound side is constructed.

This replacement project follows the conventional design-bid-build model of delivery. Construction is projected to start in the fall of 2024 with an estimated construction length of approximately three years.

Project Specifics

CDM Smith started working on the SR 291 Bridge Replacement Project in 2012 during the conceptual phase of engineering. The project was initially scoped by the Department to be a superstructure replacement and the goal of the conceptual phase was for CDM Smith to confirm this recommendation and establish the breadth of rehabilitation that might be needed with the existing substructures to facilitate a superstructure replacement. CDM Smith conducted an in-depth review of the existing structure and recent inspection reports during which they identified that the steel reinforcement in the existing pier structures did not meet current design specifications. This finding was confirmed through structural analysis of the existing piers to show that indeed the existing piers did not meet current rating requirements. CDM Smith summarized their conceptual design investigation and analysis in a report in which it was recommended to the client that the scope of the project should be a full bridge replacement. The Conceptual phase was concluded with the scope being changed to a full bridge replacement with concurrence from the Department.

Client

PennDOT District 6-0

Client Contact

Pennsylvania Department of Transportation
Engineering district 6-0
7000 Geerdes Boulevard
King of Prussia, PA 19406

Project Dates

Preliminary Design 2012-2017
Final Design 2018- Ongoing

Design Fee

Total Design Budget \$3,418,114
Original Budget: \$1,257,624, March 2012
Final Budget: \$2,160,490, October 2024

Software Environment Used

CSI Bridge
PennDOT STLRFD
PennDOT ABLRFD
AISC Bolted Splice Design
MicroStation
VBent Pier Analysis



US 522 Northern Connector

Berkeley Springs Bypass, Morgan County, West Virginia

Project Background

The Berkeley Springs Bypass Northern Connector ties the four-lane bypass north of Berkeley Springs to existing 522. This project involves the development of Highway and Bridge plans for the US 522 Northern Connector, the Fairview Connector, Sherill Lane, widening along existing US 522 to develop a left turn lane and widening along Fairview Drive to develop a right turn lane. The project includes the design of a 225-foot long four-lane bridge over Warm Springs Run. The Berkeley Springs Bypass will be constructed as a four-lane divided highway. The design requirements include 12-foot-wide lanes, and 12-foot-wide shoulders with 10 feet paved. The Northern Connector begins ½ mile north of CR 9/9 (Fairfax Street) at the end of the Berkeley Springs Bypass project. For this project, the pavement will connect to the current Bypass project. As part of the design-build team, CDM Smith is the engineer of record for the completion of the northernmost section of the bypass.

Project Specifics

CDM Smith was responsible for the Roadway and Bridge design along with all permitting. CDM Smith led the utility coordination as well as coordination with major stakeholders which included a hospital. As a design-build project, CDM Smith was working for the contractor who had a compressed schedule (16 months from Notice to Proceed to Final Plans). The total project length was approximately 1.25 miles of four-lane roadway and a new connector road which is approximately ½ mile long. The project included Warm Springs Run Bridge, which will carry the roadway over a future recreational rail trail, local stream Warm Springs Run, and the stream floodplain. The two-span bridge totals 225 feet in length, 84.5 feet in width, with steel plate girder superstructure and integral concrete abutments.

One of the biggest challenges of the project was the compressed timeframe and multiple agency reviews. While our client was the contractor, the WV Department of Highways and DEP also needed to approve all of the plans and permits. The bridge also provided an array of challenges: shallow soft rock required the use of deep foundations; a 6% grade was necessary to meet the trail clearance envelope on one end, and the intersection with existing US-522 on the other; and hydraulic conditions necessitating scour mitigation throughout.

Project Results

Currently, the final approvals for the construction plans are pending and construction will start in Spring 2024 and wrap up in late fall 2026. As the final section of the Berkeley Springs Bypass, the project will ultimately improve safety within the town of Berkeley Springs as well as provide improved travel time and safety for bypass traffic around Berkeley Springs.

Client

West Virginia Department of Transportation, A.L.L Construction (DB Partner)

Client Contact

Justin Smith, A.L.L. Construction, Project Manager, 304-693-7131, Ext. 113

Project Dates

2023 – Ongoing.

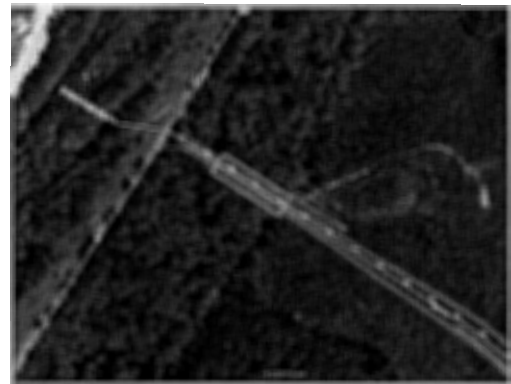
Design Fee

Original Budget: \$1,955,000, January 2023

Final Budget: \$1,955,000, October 2026

Software Environment Used

MicroStation and ProjectWise.



Bridge on new alignment

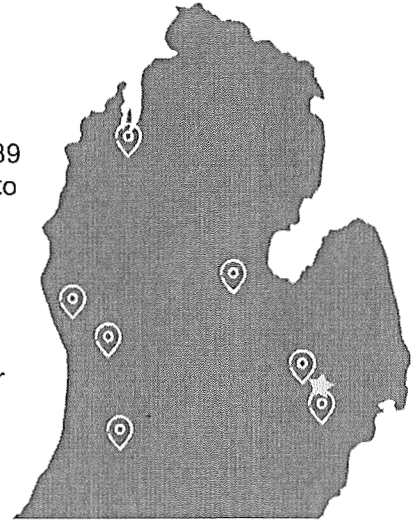
SECTION D: LOCATION OF THE PROJECT TEAM

F&V has seven Michigan offices, including nearby Farmington Hills and Grand Blanc. Our team will be primarily based out of these offices with additional assistance from our corporate office in Grand Rapids.

Our Farmington Hills office, located at 27725 Stansbury Boulevard, Suite 195, Farmington Hills, MI 48334, is only 11 miles from Pontiac City Hall offices. Our Grand Blanc office, located at 9475 Holly Road, Suite 201 Grand Blanc, MI 48439 is 30 miles. Both locations allow our team members to be responsive in-person to the City.

Occasionally, we may utilize staff out of our corporate office in Grand Rapids (2960 Lucerne Drive SE, Grand Rapids, MI 49546).

CDM Smith's staff will be remote in other states, but available to be in person for meetings.



SECTION E: UNDERSTANDING OF THE PROJECT AND WORK PLAN

PROJECT UNDERSTANDING

We understand timeliness delivery and on-budget delivery in extremely important to the City. With the critical thoroughfare bridge shut down since August of 2022, getting it back up and running is crucial to the community that is the HEART of Oakland County.

We have highlighted select projects to demonstrate our ability to deliver projects on time and on budget:

Client Name	Project Description	Original Estimate	Actual Cost	Original Completion Date	Actual Completion Date
City of Portage	South Westnedge Avenue Improvements	\$326,000	\$320,000	Aug 2022	Aug 2022
City of Royal Oak	Rochester Road Improvements	\$4,300,000	\$4,221,800	Nov 2023	Nov 2023
City of Saline	Street and Watermain Improvements	\$2,500,000	\$2,470,000	Sept 2021	Aug 2021
City of Grand Rapids	Fuller Avenue Street Improvements	\$1,700,000	\$1,140,000	Oct 2023	Sept 2023
Jackson County Department of Transportation	McDevitt Avenue Reconstruction	\$10,000,000	\$6,560,600	2019	2020* COVID delays



Martin Luther King Boulevard is an important commercial and industrial corridor that serves significant employers in the area including Trinity Health Oakland Campus, National Storage, and Michigan Ear, Nose, and Throat. To the north near the intersection of Martin Luther King Blvd and South Blvd., United Wholesale Mortgage, Williams International, and several other large industries rely on this corridor for easy access to S. Woodward Avenue, M-59 and M-24 to connect to I-75. In July 2022, a routine inspection of the MLK Boulevard Bridge over the railway, identified several structural concerns, including significant section loss on the steel beams. Concerned with these results and for the safety of residents and vehicular traffic, the City closed this bridge in August 2022, and it remains closed today. As a result, this vital connection between Woodward Avenue and South Blvd. has forced residential and commercial traffic to find alternate routes, increasing travel time which is more than an inconvenience for businesses and a vital healthcare facility in Trinity Health's Oakland Campus. To reopen this roadway, the City requested plans to be prepared for a temporary repair. The goal of these temporary repairs was to allow this vital commercial corridor to be partially reopened to traffic until more significant rehabilitation or reconstruction of the bridge and roadway could be completed. Unfortunately, bids for these temporary repairs came back much higher than estimated, and the City decided to hold off on this repair project and allocate these funds for a complete reconstruction.

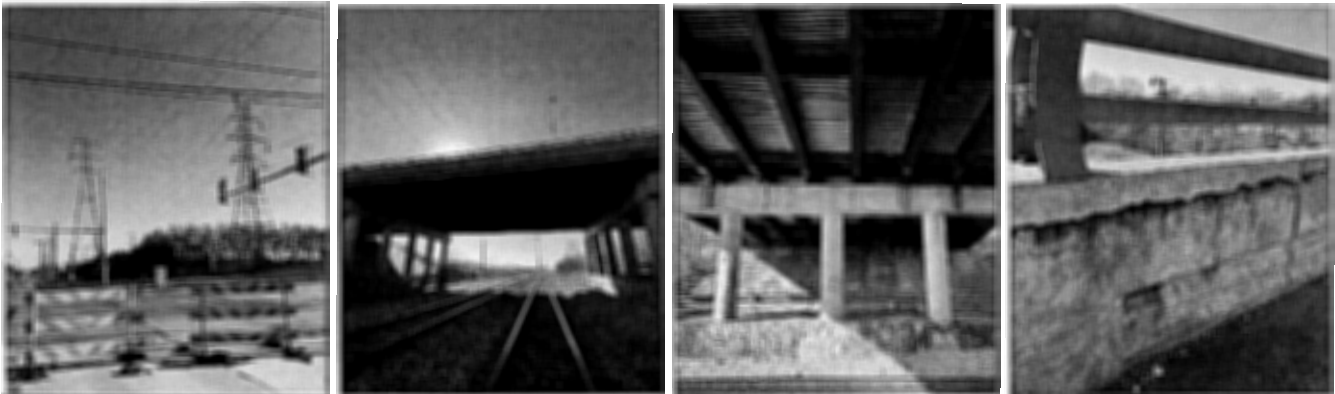
To prepare for this project, the City is requesting proposals from qualified engineering firms for the design engineering of the bridge and roadway improvements. As time is of essence, the City has contracted with consultants to commence the geotechnical investigation and topographic surveying and mapping. A finished product in electronic format will be provided to the selected design consultant. The consultant's services should include the necessary tasks to complete bridge and road replacement design in accordance with MDOT requirements.

The bridge reconstruction will include complete removal of the existing three-span bridge and replacement with a new substructure and superstructure. The current horizontal and vertical alignments are anticipated to remain. Minor aesthetic improvements are desirable, and the City would like to explore various options during design. Lighting and pedestrian accessibility is also important due to the surrounding area which contains substantial housing. Early coordination and planning with the railroad will be required. This is an active rail line that must be maintained throughout construction. Attention and consideration for the several sets of power transmission lines that cross this bridge will also be important.

The road reconstruction portion would include approximately 0.45 miles of full removal and replacement of the concrete road section on each end of the bridge to Woodward Avenue and South Boulevard, depending on the City's budget. This will include replacement of drainage structures and leads to the mainline sewer. The structural integrity of the mainline sewer is recommended to be evaluated and assessed by the City in preparing for this road reconstruction. If aging watermain is located beneath the roadway, replacement of this utility should also be considered. Traffic signal modernization at the intersections is not currently part of the project scope.

It is anticipated that all road and bridge work will be completed within existing right-of-way, and no additional right-of-way acquisition will be required.

With the prolonged closure of this bridge, attention in establishing a realistic design, bidding, and construction schedule to complete this project is important to the City, its employers, and its residents.



SCOPE OF SERVICES

To complete this project for the City of Pontiac, we have assembled a qualified and experienced team of professionals in road and bridge design. As mentioned in our cover letter, to provide expertise and establish a schedule that is beneficial to the City, F&V has teamed with CDM Smith, a global engineering and construction firm, to assist with the bridge design components of this project. F&V will serve as the prime consultant and complete the road reconstruction and project management, continuing to be an easily accessible and reliable resource for the City. Both firms will provide quality assurance review and engineering assistance and recommendations to one another, with the goal of meeting the expectations, needs, and goals of the City of Pontiac. We recognize the importance of this commercial corridor to your residents, businesses, and healthcare facilities.

Our professional services include bridge and road design to prepare plans and specifications for bidding and construction. This will include coordination with the railroad, private utilities, OCWRC, and MDOT. Utilities will be contacted early on for consideration of any replacements and relocation as part of this project. A maintaining of traffic and detour plan will be implemented during construction.

Our scope of services will include the items requested in the RFQ, which consists of those commonly required for a MDOT LAP project, including completion of the program application, cost estimates, crash analysis, and NEPA/SHPO consultation.

Submittals for review will be provided in electronic .pdf format. Final deliverables will include one hard copy. It is anticipated that the bidding documents and plans will be provided to prospective bidders in electronic format.

All plan review and permitting fees shall be paid directly by the City and are not included in our fees.

As noted in the RFQ, the City has commenced the geotechnical investigation for the road and bridge project, as well as the topographic surveying and mapping. Therefore, these services are not included in our scope and fee.



CDM SMITH BRIDGE DESIGN APPROACH

CDM Smith will provide bridge design services for replacement of the MLK Bridge over GTW Railroad. The existing three-span, steel multi-girder bridge is currently closed to all traffic due to severe deterioration of the cantilever Span 2 girder supports at each pier. It is our understanding that design of temporary supports for the girders was completed by others but has not been implemented due to the expected high cost of the repairs.

CDM Smith's bridge design team has reviewed the available site and existing bridge record plan information and has developed a plan to replace the MLK bridge cost-effectively. The anticipated proposed replacement bridge will retain the existing bridge's three-span, steel multi-girder configuration. However, the new superstructure will incorporate continuous steel plate girders and a concrete deck to eliminate joints above the new piers.

The proposed substructures are assumed to be supported on spread footings similar to the existing structure. The soil conditions present below the bridge will be investigated via collection of soil borings by a local drilling subcontractor to confirm that the conditions are suitable for this type of foundation. The abutments will be integral/semi-integral to provide potential counterweight to offset any uplift that may result from the unbalanced span lengths and to eliminate the need for expansion joints at each end of the bridge. The piers will incorporate crash walls as required by the railroad due to their close proximity to the rail lines below span 2.

CDM Smith will also explore an alternative for replacing the existing structure with a single-span bridge to minimize total bridge cost and construction time. However, in order to consider this a viable option, a raise in the roadway profile over the railroad tracks would be required to maintain an acceptable vertical clearance. In addition, the use of highwall abutments or integral/semi-integral abutments with wrap-around MSE walls would also be expected with this alternative.

It is anticipated the roadway cross section on the bridge will be maintained in its current configuration with two lanes in each direction, separated by a concrete median barrier. The new bridge will include sidewalks along both fascia's to match with the existing roadway approaches. Aesthetic treatments such as form-lined concrete barriers and lighting will be evaluated for inclusion during the design process. However, improvements to the roadway cross-section will be considered prior to finalizing the preliminary design.

The proposed bridge design will meet current MDOT and AASHTO design standards and will be delivered utilizing

a streamlined design procedure approved by the city. We anticipate the design will be reviewed by the city at the base plans, TS&L, GI, and final plans for bidding.

CDM Smith recognizes the critical nature of the schedule for this project. In order to keep the bridge design within the projected schedule, we will begin coordination with the railroad immediately to set up the required contracts for the bridge replacement/project review process. This will allow the railroad to complete their review immediately upon CDM Smith's completion of the TS&L/structure study.

F&V ROAD DESIGN APPROACH

F&V will provide road design services for the reconstruction of MLK Boulevard from Woodward Avenue to South Blvd. The existing concrete roadway is experiencing joint and slab failures that require frequent repair. Reconstruction will include replacement of the drainage structures and storm leads. Pavement design will be completed to determine the recommended thickness of the new aggregate base and concrete pavement.

The current roadway alignment and grade is anticipated to remain with only minor adjustments. Adjacent sidewalk, drive approaches, and guardrail will be replaced. ADA accessibility and pedestrian traffic will be considered in the design.

As the topographic survey and mapping is currently being completed, we will review the topographic survey and electronic base file at the onset of the project to identify additional survey needs to be completed by the survey firm.

The road reconstruction design will meet current MDOT and AASHTO design standards. We anticipate that the road design will be reviewed by the City concurrently with the bridge design at the Base Plans, TS&L, GI, and final plans for bidding.

Reconstructing the roadway, bridge, and possibly public utilities in a single project promotes a dig once philosophy and reduces future disruptions and closures.

Attachment A

PROPOSAL RESPONSE FORM RFP 24-35S

MLK DESIGN, CONSTRUCTION, TRAFFIC AND BRIDGE ENGINEERING SERVICES

RFP Due Date & Time: **Monday, May 13, 2024 no later than 2 pm EDT**

Proposals may be submitted electronically
[BS&A Electronic Bid Submission Guide.pdf \(revize.com\)](#)


The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide Engineering Services per the specifications herein and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): ____;
1, 2, 3, 4 _____; _____; _____; _____.

The firm has examined the Contractor Disclosure (Attachment B) of the Terms and Conditions, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or city-wide elected officer, and ownership interest in entity greater than five percent.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract. The awarding of any contract resulting from this RFP will be based upon the funding available to City of Pontiac. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY RESPONDING TO THE RFP.**

Signature 

Typed Signature Craig Shumaker, PE - Sr. Vice President

Company Fleis & VandenBrink

Address 2960 Lucerne Drive SE, Grand Rapids, MI 49546

Phone # 616.977.1000 E-mail cshumaker@fveng.com

Federal I.D./Social Security # 38-3088518 Date May 16, 2024

Attachment B

Contractor Disclosure

As of May 16, 2024, Fleis & VandenBrink, to the best of our knowledge the

Today's Date

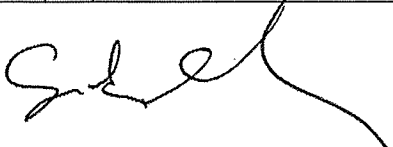
Enter Firm's Name

Owners, Officers or Executives do not have a familial relationship with any City of Pontiac Elected Officials within the last 12 month period. "Familial Relationship" is defined as **any relationship with City personnel as an immediate or extended family member.**

The City may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a proposer who provides goods or services to the City, if the firm, for contracts greater than \$10,000, fails to disclose to the City a familial relationship between a City Elected Official.

Craig Shumaker, PE, Sr. Vice President 05.16.24

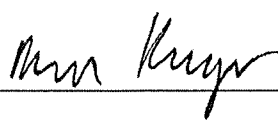
Officer Title



Date Signed

Subscribed and Sworn this 16th day of May, 2024

BRIANNA KRUEGER
Notary Public, State of Michigan
County of Kent
My Commission Expires Jul. 21, 2024



Notary Public

in the County of Kent

Cost Proposal: Letters F-G

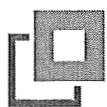
**MLK DESIGN, CONSTRUCTION, TRAFFIC AND
BRIDGE ENGINEERING SERVICES**

RFP NO. 24-35S



Submitted to:
City of Pontiac

May 17, 2024
P20659



FLEIS&VANDENBRINK

DESIGN. BUILD. OPERATE.

**CDM
Smith®**

SECTION F: PROJECT SCHEDULE

Our schedule is based on the MDOT LAP Project Planning Guide to align with the tasks identified. Should this project not follow the MDOT LAP bidding processes, as suggested in the addendum, we anticipate that the number of weeks between final plan delivery and bid letting could be reduced as noted below. This would allow 4 weeks for final review and edits and 5 weeks of advertisement.

Task	# of weeks to complete from date of award
Base Plans/TS&L to MDOT and identify utility conflicts and any ROW needs	12
Submit GI (Preliminary) Plans to MDOT	17
Final Plans to MDOT & Obligate Funding	27*
Bid Letting	38*
Total Duration for Design	38*
	36 with local bidding and letting

*Contingent on railroad company response and cooperation

Task Description	Total hours by Task
Meetings & Preparation	120
Scope & Bridge Evaluation	128
SHPO, NEPA, Program Application	125
Utility Coordination	52
Prepare TS&L Plans	450
Permitting and Railroad Coordination	146
Structural and Roadway Design/Details	415
Maintenance of Traffic and Misc. Plan Specs	112
Prepare Preliminary Plans	840
Prepare Final Plans and Specifications	1,000
Shop Drawings, Load Rating, MiBridge Inventory	264
Total Project Hours	3,652

SECTION G: DESIGN ENGINEERING COST PROPOSAL

We propose to complete the above outlined road and bridge design engineering services for a lump sum fee of \$652,929.

For any scope adjustment or additional services requested, the following rate schedule will be utilized:

Classification	Rate
CIVIL ENGINEERS	\$55 - \$255
Intern	\$55
Engineers-in-Training	\$122
Engineer	\$141 - \$163
Project Engineer	\$173
Engineer Manager	\$173 - \$186
Senior Engineer Manager	\$200 - \$255
PROJECT MANAGERS	\$160 - \$215
Project Manager	\$160 - \$185
Senior Project Manager	\$200 - \$215
TECHNICIANS	\$84 - \$191
Technician	\$84 - \$128
Office Technician	\$108
Senior Engineer Technician	\$135 - \$191
SURVEYORS	\$110 - \$188
Survey Crew Chief	\$110 - \$130
Survey Manager	\$147 - \$188
SITE DEVELOPMENT	\$98 - 193
Landscape Designer	\$98 - \$110
Landscape Architect	\$136 - \$156
Architect	\$156 - \$176
Senior Landscape Architect	\$165 - \$187
Senior Architect	\$193
ENVIRONMENTAL	\$78 - \$150
Environmental Technician	\$78 - \$102
Environmental Resource Specialist	\$93 - \$147
Chemist	\$112 - \$124
Geologist	\$112 - \$134
Senior Geologist	\$150
ADMINISTRATIVE AND BUSINESS SERVICES (IT, HR, MARKETING, ACCOUNTING, BUSINESS DEVELOPMENT)	\$76 - \$228
Administrative Assistant	\$76 - \$110
Senior Administrative Assistant	\$136 - \$228

Note: Rates are typically adjusted annually in April.



Resolution

#3



CITY OF PONTIAC OFFICIAL MEMORANDUM

TO: Honorable City Council

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

CC: Mayor Tim Greimel
Deputy Mayor Khalfani Stephens

DATE: July 2, 2024

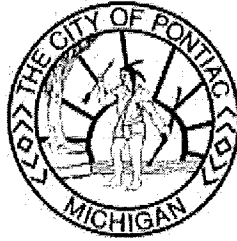
RE: **Resolution to Approve the Augusta Drain License Agreement**

The Oakland County Water Resource Center (“WRC”) is constructing and installing landscaping, stormwater mitigation, and other related improvements for the County’s Augusta Drain Project. In preparing for that project, it was determined that construction would need to occur in the right-of-way which is the property of the City of Pontiac.

To complete the Project, a right-of-way license agreement from the City is required. As a result, a License Agreement was necessary to allow the Drainage District to complete construction in the right-of-way and to ensure that the Augusta Drain Drainage District would repair and/or replace any damage to the right-of-way upon conclusion of the Project.

The term of the License Agreement begins upon execution and will automatically expire upon completion of the Project.

In accordance with Section 3.113 of the Pontiac Home Rule Charter, City Council must approve any lease of any city-owned real property. Therefore, based on the information provided here, the Engineering Department recommends that the Pontiac City Council approve the license agreement with the Oakland County Water Resource Center to complete the Augusta Drain Project.



CITY OF PONTIAC CITY COUNCIL

WHEREAS, the Augusta Drain Drainage District is undertaking a project to install stormwater infrastructure in the vicinity of Norton Street in the City of Pontiac (“Project”).

WHEREAS, in order for the Augusta Drain Drainage District to complete the Project, construction will need to occur in the right-of-way which is the Property of the City of Pontiac.

WHEREAS, the City and the Augusta Drain Drainage District have negotiated a License Agreement which will allow the Augusta Drain Drainage District to complete the necessary work in the right-of-way during the course of the Project and which will require the Augusta Drain Drainage District to repair and/or replace any damage to the right-of-way upon conclusion of the Project.

WHEREAS, the term of the License Agreement begins upon execution and will automatically expire upon completion of the Project.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council approves the License Agreement between the City of Pontiac and the Augusta Drain Drainage District.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor or the Mayor's Designee to execute the License Agreement between the City of Pontiac and the Augusta Drain Drainage District.
City Attorney

FOR THE CITY:

FOR THE CITY COUNCIL:

City Council

APPROVED AS TO FORM:

City Attorney

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") has been made as of _____, 2023 by and between the City of Pontiac, a Michigan municipal corporation (the "**City**"), of 47450 Woodward Avenue, Pontiac, Michigan 48342 and AUGUSTA DRAIN DRAINAGE DISTRICT, a Michigan Statutory Corporation, acting through the Drainage Board for the AUGUSTA DRAIN pursuant to Chapter 20 of Act No. 40 of the Public Acts of 1956, as amended (Michigan Drain Code), (the "**District**"), whose address is the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan, 48328-1907. Together the City and District shall be referred to as the "**Parties**".

Recitals

A. The City has control and responsibility of all rights-of-way pursuant to the Public Highways and Private Roads Act.

B. District is responsible for the maintenance of certain stormwater-related infrastructure located in the City of Pontiac.

C. District is undertaking a project to install stormwater infrastructure in the vicinity of Norton Street in the City of Pontiac which will require construction to occur in the right-of-way.

D. The Parties seek to enter into an Agreement to govern their relationship, rights, and obligations during this project.

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

1. **Grant.** The City hereby grants to District and its agents and contractors the right to possession and use of, and right of entry in, over, upon, and through, the City's right of way commonly known as Florence Street between Norton Street and the former railroad, the right-of-way between Florence Street and Sanderson Avenue, and the right-of-way Southeast of Sanderson which is described on the attached Exhibit A for purposes of constructing stormwater infrastructure for the Augusta Drain Project (the "Project"). The property described in Exhibit A shall hereinafter be referred to as the "License Area". District shall repair or replace any areas of the License Area in a manner consistent with the Project plans and shall restore any portion of the City's property damaged by the construction activities.
2. **Effective Date.** This agreement shall become effective when properly executed and acknowledged by the City and accepted by District, with the temporary easement to expire upon completion of the Project.
3. **Recording.** The District shall be entitled to file the instant agreement with the Oakland County Register of Deeds.
4. **Entire Agreement.** This Agreement, the exhibits attached hereto, if any, and the instruments which are to be executed in accordance with the requirements hereof set forth all the covenants, agreements, stipulations, promises, conditions, and understandings between the City and the District concerning the Project as of the date hereof, and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than as set forth herein.
5. **Relationship of the Parties.** The relationship between the City and District shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the Parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and District, nor shall any party or their agent be deemed to be the agent or employee of any other party to this Agreement.
6. **Modification.** This Agreement can be modified or amended only by a written instrument expressly referring hereto and executed by the City and District.
7. **Revocation.** This Agreement is revocable at will by either party provided said party gives at least 30 days' written notice of termination.
8. **Termination.** This Agreement shall automatically terminate upon the conclusion of the Augusta Drain Project or as of January 1, 2026, whichever occurs first.

- 9. No Assignment.** District shall not be entitled to assign or transfer its rights under this Agreement.
- 10. Indemnification and waiver.** To the extent permitted under Michigan law, District agrees to indemnify the City and hold the City harmless against any claims, actions, damages, or liability that arise as a result of District's use of the License Area.
- 11. Michigan Law to Control.** This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with Michigan law.
- 12. Due Authorization.** The City and District each warrant and represent to the other that this Agreement and the terms and conditions thereof have been duly authorized and approved and that the persons who have executed this Agreement below have been duly authorized to do so.
- 13. No Personal Liability.** The obligations hereunder of the City and District shall constitute solely the obligations of the respective entities to be satisfied solely from their respective assets, and no officer, Council member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.
- 14. Effective Date.** This Agreement is effective as of the date stated above.

[Remainder of this Page Intentionally Left Blank; Signatures on Following Page]

SIGNED:
CITY OF PONTIAC

By:
Its:

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

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

_____, Notary Public

_____ County, Michigan

My Commission expires _____.

SIGNED:
AUGUSTA DRAIN DRAINAGE DISTRICT,
acting through the Drainage Board for the Augusta Drain

By: _____
 Jim Nash, Chairperson

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

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

_____, Notary Public

_____ County, Michigan

My Commission expires _____.

Drafted by:

Morgan A. McAtamney (P80047)

The Kelly Firm, PLC

2825 University Dr.

Auburn Hills, MI 48236

EXHIBIT A

Portion of Florence Avenue

All of platted Florence Avenue lying Northeast of the Northeasterly right-of-way line of Norton Street and Southeast of the Southeasterly line of Lots 8 and 9 of "ASSESSOR'S PLAT No. 139" a subdivision of part of the N.W. 1/4 and part of the S.W. 1/4 Section 29, T. 03 N., R. 10 E., City of Pontiac, Oakland County, Michigan as recorded in Liber 44 of Plats, Page 44 Oakland County Records as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel and lying Northwest of the Northwesterly line of Lot 1 of "ASSESSOR'S PLAT No. 135" a subdivision of part of the N.W. 1/4 and part of the S.W. 1/4 Section 29, T. 03 N., R. 10 E., City of Pontiac, Oakland County, Michigan as recorded in Liber 44 of Plats, Page 43 Oakland County Records as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel.

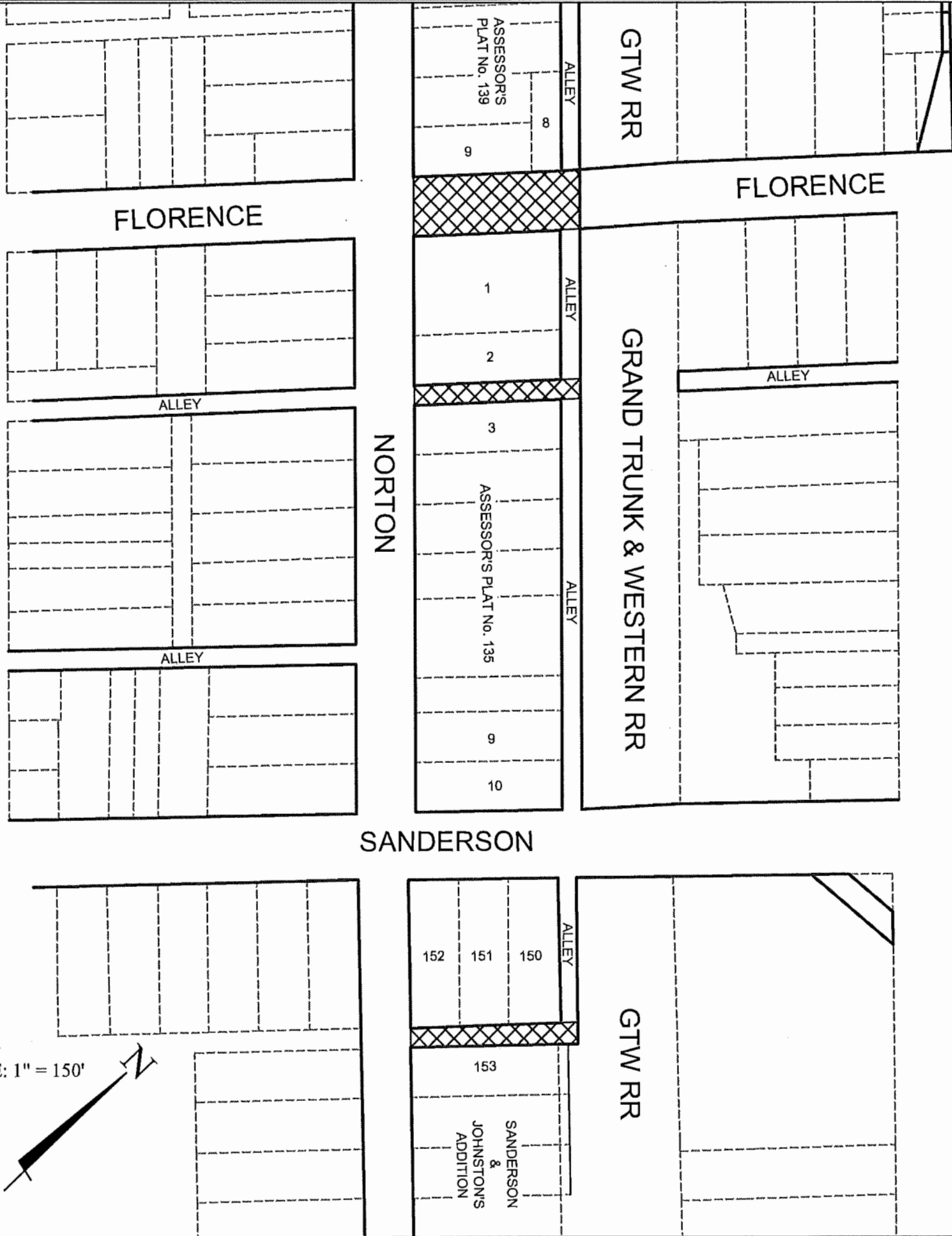
Portion of Alley Lying East of Florence Street and West of Sanderson Avenue

All of the platted 20.00-foot-wide alley lying Northeast of the Northeasterly right-of-way line of Norton Street and Southeast of the Southeasterly line of Lot 2 of "ASSESSOR'S PLAT No. 135" a subdivision of part of the N.W. 1/4 and part of the S.W. 1/4 Section 29, T. 03 N., R. 10 E., City of Pontiac, Oakland County, Michigan as recorded in Liber 44 of Plats, Page 43 Oakland County Records as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel and lying Northwest of the Northwesterly line of Lot 3 of said Plat as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel.

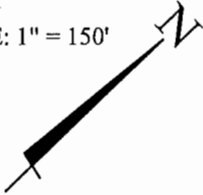
Portion of Alley Lying East of Sanderson Avenue and Between Lots 150-153


All of the platted 20.00-foot-wide alley lying Northeast of the Northeasterly right-of-way line of Norton Street and Southeast of the Southeasterly line of Lots 150, 151 and 152 of "SANDERSON AND JOHNSTON'S ADDITION" a subdivision of part of the N.W. 1/4 and part of the S.W. 1/4 Section 29, T. 03 N., R. 10 E., City of Pontiac, Oakland County, Michigan as recorded in Liber 01 of Plats, Page 33 Oakland County Records as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel and lying Northwest of the Northwesterly line of Lot 153 of said Plat as extended Northeasterly to the Southwesterly line of the Grand Trunk and Western Railroad parcel.

RIGHT-OF-WAY SURVEY SKETCH



SCALE: 1" = 150'



 WATER RESOURCES COMMISSIONER <i>Jim Nash</i>	DRAWN BY: DJL	DATE: 02/12/2024
	CHECKED BY: JSP	SCALE: 1" = 150'
	JOB NAME: AUGUSTA DRAIN	SHEET: 1 of 1
	LOCATION: CITY OF PONTIAC	SECTION 29 1/4 NW & SW
CITY OF PONTIAC - AUGUSTA DRAIN NORTON STREET INNOVATION PROJECT		

RESOLUTION

4



CITY OF PONTIAC CITY COUNCIL

RESOLUTION TO AUTHORIZE THE CITY CLERK TO PUBLISH THE PROPOSED BUDGET AMENDMENT TO ADD \$10,000 FOR CHARTER REVISION COMMISSION OPERATIONAL AND OUTREACH COSTS FOR BUDGET YEAR 2024-2025

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 authorizes the City Clerk to publish Notice of the Proposed Budget Amendments to establish GL account 101-215-809.002 Charter Commission; transfer \$10,000 from the General Fund – Fund 101 to GL 101-215-809.002 Charter Commission for Charter Revision Commission Operational and Outreach Costs.