

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

108th Session of the 11th Council – September 19, 2023, 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. September 11, 2023, Economic Development, Housing and Planning Subcommittee Minutes
- B. September 12, 2023, City Council Meeting Minutes
- C. September 14, 2023, Finance and Personnel Subcommittee Meeting Minutes
- D. Resolution Reclassifying City Council Office Assistant to Administrative Assistant
- E. Resolution Authorizing the City Clerk to Post Notice of a Budget Amendment for Reclassification of Pontiac City Council Office Assistant to Administrative Assistant
- F. Resolution Authorizing the City Clerk to Post Notice of a Budget Amendment Modifying Salary Range for City Council Outreach Specialist
- G. Resolution Recognizing September 18-24, 2023 as Rail Safety Week
- H. Resolution Celebrating the 100th Anniversary of the Pontiac Lions Club

Special Presentation

1. Announcing Pontiac Community Calendar Feature
Presenters: Cody MacPhee, IT Manager and Paula Bridges, Communications Director

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

2. Adoption of an Ordinance to Amend Ordinance 2406 An Ordinance to Allow Adult-Use Marihuana Establishments to Operate in the City of Pontiac Pursuant to the Michigan Regulation And Taxation Of Marihuana Act, Initiated Law 1 of 2018, Mcl 333.27951 Et Seq.; to Provide for Standards and Procedures to

Permit and Regulate Adult-Use Marihuana Establishments; to Provide for the Imposition of Permit Application Fees and Renewal Fees; and to Impose Conditions For The Operation Of Adult-Use Marihuana Establishments. (**Second Reading**)

3. Resolution to Approve First Reading of an Ordinance to Amend Appendix B of the Municipal Code of the City of Pontiac, Amending Article 2, Section 2.103—Zoning Map, to Change the Zoning Classifications for a Specific Parcel on the South Side of Auburn Road Between South Stanford Street and South Francis Avenue, Subject to the Agreed upon Conditions (*Rezoning of the parcel totaling 1.3 acres at 454 Auburn Avenue, with Lighthouse as the applicant*)

Resolutions

Grants and Philanthropy

4. Resolution to approve the proposed budget amendment for Fiscal Year 2023-24 to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000 – MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000 – MIEGLE, \$75,000 to account 203-463-806.001 – MIEGLE, \$200,000 to account 202-463-818.001- MIEGLE, and \$100,000 to account 101-447-818.001 – MIEGLE.

Parks and Recreation

5. Resolution approving Pontiac Oaks Park Action Plan (**First Reading**)

Purchasing

6. Resolution authorizing the Mayor or Mayor's Designee to execute the contract for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for Pontiac City Hall

Public Comment (Three Minutes Time Limit)

Closed Session

7. Resolution to proceed into closed session pursuant to MCL 15.268 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill, LLC regarding adult-use marihuana ordinance

Public Communications

City Council

8. The City of Pontiac has recognized September 15, 2023 to October 15, 2023 as Hispanic Heritage Month
9. Residents who are behind in paying their water bills or facing a service shut-off can get help from a partnership between the Oakland County Water Resources Commission and OLSHA. Those who qualify could get up to \$1,500 in payments on their water bills and stop a shut-off plan. This program is temporary and expires on September 30, 2023. Schedule an appointment with OLHSA to sign up by calling (248) 209-2600 or emailing info@olhsa.org.
10. Wine Dinner at the Alley Cat, with five courses and featuring Woodberry Wine, September 21, 2023, at 6:30 pm, held at the Alley Cat, 31 N. Saginaw Street in Downtown Pontiac.
11. Pontiac Lions Club 100th Anniversary Celebration, September 23, 2023, held at Lafayette Grande, 1 Lafayette Street in Downtown Pontiac, Reservations Needed by September 19, 2023, call (248) 651-1672 for more information.
12. Pontiac Alumni 2023 Homecoming Spirit Week, September 25 through 30
13. Goldner Walsh "Containers & Cocktails" Fall Edition, September 27, 2023 from 6:00 to 9:00 pm, held at Goldner Walsh Garden & Home, 559 Orchard Lake Road in Pontiac; tickets are \$30 per person

14. "Dishes Past" Historic Cuisine Dinner, September 29, 2023, at 7:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
15. Pontiac High School Homecoming Game Day, September 30, 2023, with Tailgating at 9:00 am, Parade starting at 10:00 am, Gates Open at 12:30 pm, and Varsity Football Game versus Troy Athens at 2:00 pm, held at Pontiac High School, 1051 Arlene Avenue, Pontiac 48342.
16. District One Monthly Meeting with City Councilwoman Melanie Rutherford, September 30, 2023 at 3:00 pm, held at the Alley Cat, 31 N. Saginaw Street in Downtown Pontiac
 Pontiac Public Library Trunk or Treat, October 5, 2023 from 5:00 to 7:00 pm, held at Pontiac Public Library, 60 E. Pike Street in Downtown Pontiac. The event will take place rain or shine, and Halloween costumes are encouraged. This free event includes crafts, pumpkins, cider, donuts, and lots of candy. Presented by the Library and Michigan Department of Health & Human Services, Oakland County Division.
17. Global Jam Nights with OU, the First Thursday of Every Month, October 5, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
18. CARE House of Oakland County CARE Night Gala, October 6, 2023, at 6:00 pm, held at The Treasury, 30 N. Saginaw Street in Downtown Pontiac.
19. Hauntiac Car Show and Woodward Scream Cruise, October 7, 2023, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
20. Downtown Pontiac Walking Ghost Tours, October 15 and 22, 2023, presented by the Oakland History Center, tours starting at 5:00, 6:00, 7:00, and 8:00 pm.
21. PLAT Jam Nights, the Third Tuesday of Every Month, October 17, 2023, at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
22. Halloween Party at Murphy Park, October 20, 2023 from 5:00 to 7:00 pm, held at Murphy Park on Martin Luther King, Jr. Boulevard South and Osmun Street, Free event features candy, kids party, music, costume contest, and games. Presented by Yaktown Don't Back Down and native Kings. *Supported by the Pontiac City Council as a District Seven Project.*
23. Rocky Horror Picture Show" Film Screening, October 20 and 21, 2023 with Doors Open at 7:00 pm and show at 8:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
24. Angel's Night Lights On Fun Fest and Trunk or Treat, October 25, 2023 from 5:30 to 8:00 pm, held at the Pontiac City Hall Complex, 47450 Woodward Avenue in Pontiac with parking at the School District's Administration Building and WHRC School (enter from Auburn Avenue), sponsored by the Sheriff Department, Deputies for Kids, the City of Pontiac, Pontiac School District, and Project Excel.
25. Harvest Festival at the History Center, October 29, 2023, from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
26. "Making a Difference" Scholarship Essay Competition Presented by the Fran Anderson Legacy Fund, application period now open until November 1, 2023 at 12 Noon, write how you have made a difference in your community in 500 words or less, and you could win a \$5,000 scholarship. High School students who reside in Pontiac are eligible to enter. For more information, contact Linda Zabik at (248) 421-7198 or he@holidayextravaganza.org.
27. Accent Pontiac Sixth Annual Green Bucket Run, November 4, 2023, from 8:00 to 11:00 am, held at Kirk in the Hills Church, 1340 W. Long Lake Road in Bloomfield Hills.

28. The Dirk Kroll Band Live, November 10, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
29. Oakland History Center and Pontiac Creative Arts Center Gala Auction, November 11, 2023, held at the Pontiac Creative Arts Center, 47 Williams Street, Pontiac 48341.
30. The Art Experience Glimpse & Glimmer Gala, November 16, 2023, held at the Flagstar Strand Theatre, 12 N. Saginaw Street in Downtown Pontiac.
31. Dixon's Violin Live, November 17, 2023, at 7:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.
32. Save the Date: Holiday Extravaganza Parade in Downtown Pontiac, December 2, 2023
33. Historic Christmas Open House December 9 and 10, 2023 from 12:00 to 4:00 pm each day, held at the Oakland History Center, 405 Cesar E. Chavez Avenue in Pontiac.
34. Quincy Stewart Live, December 23, 2023, at 8:00 pm, held at Pontiac's Little Arts Theatre, 47 N. Saginaw Street in Downtown Pontiac.

Mayor's Office

35. Orchard Lake Road between Berwick Boulevard and Sylvan Court is Closed to Traffic from September 15, 2023 to November 1, 2023. Water and sewer system improvements, as well as replacement of the Clinton River Bridge, is being completed. Please follow posted detours.
36. The City of Pontiac and Oakland County Parks are Partnering to Present "Wheels & Squeals" Touch a Truck Event on September 29, 2023 from 5 to 7:30 pm at Hawthorne Park, 1400 Telegraph Road, Pontiac 48340. This free, family-friendly event is open to all and features fire trucks, construction equipment, police cruisers and other municipal equipment that kids enjoy getting to experience up close in a safe setting.
37. City of Pontiac Second Annual Harvest Festival, presented by the City of Pontiac Youth Recreation, October 7, 2023 from 1:00 to 5:00 pm, held at Pontiac City Hall, 47450 Woodward Avenue in Pontiac. Featuring pumpkin bowling, apple cider, donuts, rock climbing, bounce houses, and music. For more information, or to reserve a vendor space, contact Tanesha Taylor at (248) 758-3039.
38. Residents Encouraged to Complete Online Survey for Pontiac Youth Recreation Center Amenities

Clerk's Office

39. The Special Election scheduled for November 7, 2023, on the Adult Use Marihuana Ordinance Proposals has been cancelled.

Closing Comments

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

Adjournment

CONSENT AGENDA

A

**PONTIAC CITY COUNCIL ECONOMIC DEVELOPMENT, HOUSING AND PLANNING
SUBCOMMITTEE SEPTEMBER 11, 2023 MEETING MINUTES**

Held at Pontiac City Hall, Legislative Conference Room, 47450 Woodward Avenue, Pontiac

IN ATTENDANCE

Mike McGuinness, City Council President (Subcommittee Chair)
Melanie Rutherford, City Councilwoman
Sherikia Hawkins, City Council Chief of Staff
Khalfani Stephens, Deputy Mayor
Alex Borngesser, Grants and Philanthropy Department Director
Debra Younger, Economic Development Manager
Mark Yandrick, Planning Manager
Joy Dockham, Pontiac Community Foundation
Yohannes Bolds, Member of the Public
Carlton Jones, Member of the Public
Clyde Kemp, Member of the Public

MEETING CALL TO ORDER - Meeting was called to order at 9:05 a.m.

STATUS UPDATES

- A. Building Department Updates – given by Deputy Mayor Stephens
1. Bid Information Continues to be Finalized for Demolition of McCarroll School, Perdue School, Rosshire Court Structures, University Drive Cemetery Structure; Expected Soon for City Council Consideration of Awarded Bid to Demolition Contractor
- B. Planning Updates – given by Planning Manager Mark Yandrick
1. Summary of Last 30 Days Boards and Commissions
 2. Upcoming Boards and Commission Agendas
 3. Master Plan Update Process
 4. Residential Infill Overlay District
 5. Zoning Map to Reflect Latest Rezoning
 6. City Council Training on Planning and Zoning Processes
 7. Upcoming Items for City Council in September
 - a. Rezoning – 454 Auburn Avenue (September 19)
 - b. Rezoning – 729 Linda Vista (September 19)
 - c. Bradford Avenue Vacation
 - d. Hovey Lane Vacation
- C. Economic Development Updates – given by Economic Development Manager Younger
1. Downtown Pontiac Developments
 2. Parking Kiosks Activation, Implementation Update
 3. OPRA being sought for 31 N. Astor
 4. Redevelopment Liquor License being sought for Kegger Burger
 5. Housing Study Status
 6. Home Repair Program Rollout
 7. Small Business Development Program Rollout
- D. Code Enforcement Updates – given by Deputy Mayor Stephens
1. Assistant Manager Position Establishment up for Consideration by City Council
 2. Code Enforcement Team Currently Fully Staffed

PUBLIC COMMENT - Opportunity for Public Comment given. Resident Carlton Jones and Resident Clyde Kemp spoke.

ADJOURNMENT - Meeting was adjourned at 10:18 a.m.

CONSENT AGENDA

B

September 12, 2023, Draft

**Official Proceedings
Pontiac City Council
107th Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, September 12, 2023, at 6:08 p.m. by Council President Mike McGuinness.

Invocation – Pastor Laura Kelsey - All Saints Episcopal Church – Pontiac, Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

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

Mayor Tim Greimel was present.
A quorum was announced.

Excuse Councilmembers

Motion to excuse Councilman Brett Nicholson for personal reasons. Moved by Councilperson Rutherford and second by Councilperson Parker.

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 second by Councilperson Carrington. Discussion.

Motion to amend agenda and add the August 10, 2023, Finance and Personnel Subcommittee Minutes as the new item #A; remove the old item #C Resolution to approve the Finance Director establishing a line of credit with TriMark, a supplier of Strategic Equipment, LLC for an amount not exceeding \$20,462 to procure a commercial hood for Ruth Peterson Senior Center; add a Resolution Recognizing September 15 through October 15 as Hispanic Heritage Month as the new item #D; add three discussions: Increasing number of Speed Humps in neighborhoods, Senior Center Renovations concerning delays, and Oak Hill Cemetery Walk; and a resolution on TriMark Line of Credit to the agenda. Moved by Councilperson Rutherford and second by Councilperson James.

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

Motion Carried

Motion to add a Resolution to override the Mayor's Veto on Resolution 23-312. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

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No: None
Motion Carried

The vote was taken to approve the agenda as amended.

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

Consent Agenda

23-324 **Resolution to approve the consent agenda for September 12, 2023.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the City Council has reviewed the consent agenda for September 12, 2023.
NOW, THEREFORE, BE IT RESOLVED that the City Council approves the consent agenda for September 12, 2023, including August 10, 2023, Finance and Personnel Subcommittee Minutes, (**Agenda Add-on**), August 28, 2023, Parks, Recreation, and Public Works Subcommittee Meeting Minutes, September 5, 2023, City Council Meeting Minutes, and a Resolution Recognizing September 15 through October 15 as Hispanic Heritage Month. (**Agenda Add-on**)

23-324 (D) **Resolution Recognizing September 15 through October 15 as Hispanic Heritage Month.** Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, from September 15, 2023, through October 15, 2023, the United States celebrates Hispanic Heritage Month; and,
Whereas, federal Census figures estimate the Hispanic population living in the fifty states at more than 60,000,000 people, plus an additional 3,200,000 living in the Commonwealth of Puerto Rico, making Hispanic Americans 18.5 percent of the total population of the United States and the largest racial or ethnic minority group in the United States; and,
Whereas, figures from the 2020 Census show that the 564,422 Hispanic and Latin American residents in Michigan make up 5.6% of the state's population and 19.1% of Pontiac's population, respectively; and,
Whereas, the Hispanic and Latin American community in the United States has made many important advances in the area of law, business, religion, agriculture, art, music, education, technology, architecture, cuisine, theater, innovation, and exploration; and,
Whereas, Hispanics and Latin Americans have provided Michigan and the United States with unique social and cultural influences, fundamentally enriching the extraordinary character of our state and nation; and,
Whereas, Pontiac and Michigan are fortunate to count among its population a large number of residents of Hispanic and Latin American descent, who grow businesses, offer innovative ideas, strengthen our economy, create jobs, build neighborhoods, enhance a sense of community, and contribute to our daily lives; and,
Whereas, during this month, Michigan's Hispanic and Latin American community will celebrate Hispanic Heritage Month through a series of special events featuring Hispanic history, food, dance, and art, celebrating the rich traditions and many contributions this community has made to the State of Michigan; now,
Therefore, Be It Resolved, the Pontiac City Council hereby recognizes September 15, 2023, through October 15, 2023, as Hispanic Heritage Month in the City of Pontiac; and further,
Resolved, on behalf of the entire Pontiac community, the City Council appreciates and honors the countless achievements of Hispanic and Latin Americans and will continue our efforts to ensure our community and our state is a welcoming and inclusive place that provides just and equal opportunities for all; and further,

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Resolved, the City Council acknowledges, respects, and celebrates the integral role of the Hispanic and Latin American community in our economy, culture, and identity of the United States and our home of Pontiac, Michigan; and further,
Resolved, we encourage the citizens, organizations, and businesses of Pontiac to observe Hispanic Heritage Month with appropriate programs and activities the celebrate our Hispanic and Latin American neighbors and the contributions of the Hispanic and Latin American community.

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

No: None

Resolution Passed

Special Presentations

Proposed Park Action for Pontiac Oaks

Presentation Presenter: Donna Folland, Oakland County Parks Commission

Special Election scheduled for November 7, 2023, on Marihuana Ordinance Proposals Cancelled

Presentation Presenter: Garland Doyle, City Clerk

Access and Youth Services from Oakland County Community Health Network

Presentation Presenter: Dana Lasenby, OCHN CEO and Kyle Glasgow, OCHN Director of Access and Crisis

Subcommittee Reports

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

Recognition of Elected Officials – None

Agenda Address

1. Beatrice Wright Addressed item #1
2. Carlton Jones addressed items #2 and #11
3. Dr. Deirdre Waterman addressed item #11
4. Darlene Clark addressed item #1
5. Chuck Johnson addressed item #1

Agenda Items

Ordinance

23-325

Resolution to approve the first reading of an Ordinance to Amend Ordinance 2406 An Ordinance to Allow Adult-Use Marihuana Establishments to Operate in the City of Pontiac Pursuant to the Michigan Regulation And Taxation Of Marihuana Act, Initiated Law 1 of 2018, MC 333.27951 Et Seq.; to Provide for Standards and Procedures to Permit and Regulate Adult-Use Marihuana Establishments; to Provide for the Imposition of Permit Application Fees and Renewal Fees; and to Impose Conditions For The Operation Of Adult-Use Marihuana Establishments.

Moved by Councilperson Goodman and second by Councilperson Parker.

WHEREAS, The City of Pontiac would like to allow adult-use marihuana establishments to operate in the city of Pontiac; and

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WHEREAS, the original ordinance that would have allowed that was delayed because of a referendum; and

WHEREAS, the ballot referendum has been rescinded.

NOW THEREFORE, BE IT RESOLVED, the Pontiac City Council hereby authorizes the first reading of an amended ordinance to allow for adult-use marihuana establishments to operate in the City of Pontiac.

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

No: None

Abstain: Rutherford

Resolution Passed

Resolutions

City Council

23-325

Resolution to override the Mayor's Veto on Resolution #23-312. (Agenda add-on)

Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, on September 11, 2023, at 5:26 pm, Mayor Tim Greimel vetoed Resolution #23-312, "Changing Compensation Level for Pontiac Grants and Philanthropy Director Position" and;

Now, Therefore, Be It Resolved, pursuant to Section 3.112 (f) of the Pontiac City Charter, five council members may adopt the ordinance or resolution over the Mayor's Veto and;

BE IT RESOLVED that the Pontiac City Council adopts Resolution #23-312 "Changing Compensation Level for Pontiac Grants and Philanthropy Director Position" over the Mayor's Veto.

Ayes: Rutherford, Goodman, James, and McGuinness

No: Carrington, and Parker

Resolution Failed

Suspend the Rules

Motion to suspend the rules to take up a Resolution that's not currently on the approved agenda. Moved by Councilperson Rutherford and second by Councilperson Goodman.

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

No: None

Motion Carried

Resolutions Continued

City Council

23-326

Resolution authorizing an Increase in the Maximum Compensation Level for Pontiac Grants and Philanthropy Director Position. (Agenda add-on) Moved by Councilperson Rutherford and second by Councilperson Goodman.

Whereas, the current compensation level for the City of Pontiac Grants and Philanthropy Director position is a \$108,150.12 annual salary; and

Whereas, the City of Pontiac Grants and Philanthropy Department is critical to expanding the resources of the city in order to provide increased city services and improved quality of life for Pontiac residents; and,

Whereas, the Grants and Philanthropy Department has experienced an exponential increase in responsibilities, initiatives, compliance requirements, and grants funding awarded from federal, state, county, and philanthropic sources; now,

Therefore, Be It Resolved, the Pontiac City Council authorizes increasing the City of Pontiac Grants and Philanthropy Director position's annual salary to \$115,000; and further,

Resolved, the City Council requests the Mayor to determine whether a budget amendment is needed to ensure adequate appropriations in the impacted General Ledger accounts and prepare a budget

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amendment for consideration by the City Council if it is determined to be needed for implementation of compensation level changes; and further, Resolved, the City Council requests a formal written update from the Mayor on the implementation of the position's compensation change by September 30, 2023.

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

No: None

Resolution Passed

Community Development
Code Enforcement Division

23-327 **Resolution to approve the position of Code Enforcement Assistant Manager.** Moved by Councilperson Rutherford and second by Councilperson Goodman.

WHEREAS, The City of Pontiac approved the new position with the org chart and;
WHEREAS, The Code Enforcement Division, has the need to fill the positions and;
WHEREAS, The Code Enforcement funds have budgeted dollars in the 2023/2024 Fiscal Year budget to cover these costs,

NOW, THEREFORE, BE IT RESOLVED: The Pontiac City Council approves the position of Code Enforcement Assistant Manager.

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

No: None

Resolution Passed

Finance
Purchasing Division

23-328 **Resolution approval for the Purchasing Manager and Finance Director request that the Pontiac City Council approve the Finance Director establishing a line of credit with TriMark a supplier of Strategic Equipment, LLC, up to a not-to-exceed amount of \$50,000 to procure a commercial hood for the Ruth Peterson Senior Center. (Agenda add-on)** Moved by Councilperson Rutherford and second by Councilperson James. Discussion.

Motion to amend the Resolution approval for the Purchasing Manager and Finance Director request that the Pontiac City Council approve the Finance Director establishing a line of credit with TriMark a supplier of Strategic Equipment, LLC, up to a not-to-exceed amount of \$50,000, to procure a commercial hood for the Ruth Peterson Senior Center. (Agenda add-on) Moved by Councilperson Parker and second by Councilperson Carrington.

NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to allow the Finance Director to execute the line of credit application with Strategic Equipment, LLC to purchase the commercial hood, ~~and air~~ heating serving table and cold serving table for the Ruth Peterson Senior Center.

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

No: None

Motion Carried

23-328 **Amended Resolution approval for the Purchasing Manager and Finance Director request that the Pontiac City Council approve the Finance Director establishing a line of credit with TriMark a supplier of Strategic Equipment, LLC, up to a not-to-exceed amount of \$50,000 to**

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procure a commercial hood for the Ruth Peterson Senior Center. (Agenda add-on) Moved by Councilperson Rutherford and second by Councilperson James.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2- 518, and 2-519 pertaining to major purchases; and WHEREAS, the Purchasing Manager is requesting approval to establish a line of credit with Strategic Equipment, LLC up to a not-to-exceed amount of \$50,000.

NOW, THEREFORE BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to allow the Finance Director to execute the line of credit application with Strategic Equipment, LLC to purchase the commercial hood, heating serving table and cold serving table for the Ruth Peterson Senior Center.

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

No: None

Resolution Passed

23-329 **Resolution to approve the position of Purchasing Administrative Assistant.** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS the Purchasing Division is currently experiencing an urgent imperative for the acquisition of a Purchasing Administrative Assistant, with the express purpose of providing essential support to the Purchasing Manager; and

WHEREAS it has been determined that the appropriate annual compensation for the Purchasing Administrative Assistant shall not exceed the amount of \$55,000; and

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council hereby extends its official sanction towards the establishment of the subsequent position, denoted as the "Purchasing Administrative Assistant."

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

No: None

Resolution Passed

23-330 **Resolution to approve the proposed budget amendment for the Budget Year 2023-2024 increase budget appropriation in the following GL accounts: 101-233-702.00 – Salaries & Wages - \$45,833, 101-233-715.000 – FICA -City Contribution - \$3, 506, 101-233-718.500 – MERS Employer Contribution - \$1,833, 101-233-716.000 – Medical Insurance - \$9,813, 101-233-719.001 – Dental insurance - \$473, 101-233-716-011 – Hearing/Optical Insurance - \$8, 101-233-717.000 – Short-term Disability, 101-233-719.0 – Workers' Comp Insurance - \$833, 101-233-725.000 – Sick & Vacation Contribution - \$441 (This amendment relates to the establishment of the Purchasing Administrative Assistant Position.)** Moved by Councilperson Rutherford and second by Councilperson Parker.

WHEREAS the Purchasing Division is in urgent need of a Purchasing Administrative Assistant to aid the Purchasing Manager; and

WHEREAS the Purchasing Administrative Assistant is to be paid at an annual salary of up to \$55,000:

WHEREAS the Purchasing Division require additional funding for the period from September through June in the current fiscal year to pay for this essential service; and

NOW, THEREFORE, BE IT RESOLVED that the budget of the City of Pontiac, Michigan for the fiscal year ending June 30, 2023, is hereby amended as follows for the Purchasing Division:

The appropriation for GL Account number 101-233-702.000 – Salaries & Wages - shall be increased by \$45,833.

The appropriation for GL Account number 101-233-715.000 – FICA - City Contribution - shall be increased by \$3,506.

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The appropriation for GL account number 101-233-718.500 – MERS Employer Contribution - shall be increased by \$1,833.

The appropriation for GL account number 101-233-716.000 – Medical Insurance - shall be increased by \$9,813.

The appropriation for GL account number 101-233-719.001 – Dental Insurance - shall be increased by \$473.

The appropriation for GL account number 101-233-716.011 – Hearing/Optical Insurance - shall be increased by \$8.

The appropriation for GL account number 101-233-717.000 – Short-term Disability - shall be increased by \$773.

The appropriation for GL account number 101-233-719.000 – Workers' Comp Insurance - shall be increased by \$833.

The appropriation for GL account number 101-233-725.000 – Sick & Vacation Contribution - shall be increased by \$441.

BE IT FURTHER RESOLVED that the total increase in appropriation for these nine (9) items for the Purchasing Division shall be \$63,513.

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

No: None

Resolution Passed

Public Comment

1. Beatrice Wright
2. Carlton Jones
3. Vicki Evans
4. Dr. Deirdre Waterman
5. Chuck Johnson
6. Darlene Clark
7. Gloria Miller

Discussions

Increasing Number of Speed Humps in Neighborhoods (**Agenda add-on**)

Senior Center Renovations Concerning Delays (**Agenda add-on**)

Oak Hill Cemetery Walk (**Agenda add-on**)

Communications

City Council and Mayor's Office

Mayor, Clerk and Council Closing Comments

Mayor Tim Greimel, Councilman William Parker Jr., Councilwoman Kathalee James, Council President Pro-Tem William Carrington, Councilman Mikal Goodman, Councilwoman Melanie Rutherford, and Council President Mike McGuinness made closing comments.

Adjournment

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

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

No: None

Motion Carried

September 12, 2023, Draft

Council President Mike McGuinness adjourn the meeting at 10:00 p.m.

Garland S. Doyle
City Clerk

DRAFT

CONSENT AGENDA

C



Finance and Personnel Subcommittee

Minutes

September 14, 2023

2:00PM

Pontiac City Hall
City Council Conference Room Second Floor
47450 Woodward Avenue
Pontiac, Michigan 48342

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

Others Present: Mayor Greimel and Deputy Mayor Stephens

The subcommittee meeting convened at 2:05 pm.

Economic Development update by Deborah Younger, she detailed upcoming expected OPRA applications, and Redevelopment Liquor Licenses.

Alexandra Borngesser updated the subcommittee on the Small Business Program.

Tim Sadowski provided an update on the YTD Financial Review, upcoming budget amendments, annual audit and payroll transition updates. The city plans to move to BS&A payroll in 2024.

Angela Benitz provided an update on open/new hires, retirement savings status updates, benefits broker updates, and Gov HR Compensation Study and she is looking into how the city be apart of "great places to work."

Further conversation commenced concerning the City's structural deficit.

There was no public comment.

The meeting adjourned at 3:22pm

**CONSENT
AGENDA
D**



OFFICIAL MEMORANDUM

To: The Honorable Pontiac City Council
From: Michael McGuinness, City Council President
Date: September 14, 2023
CC: Mayor Tim Greimel
RE: Reclassification of Office Assistant to Administrative Assistant

With the fiscal year budget 2023-2024 The City of Pontiac's approved a position of Office Assistant in the City Council Offices. We are looking to reclassify this position to an Administrative Assistant Position. As we seek to provide better services to the residents from the Legislative Body of government.

The job responsibilities and duties of the Office Assistant are the same as duties of an Administrative Assistant position. In addition, this position on the City Council organization chart, the position titled, Office Assistant was used however the correct title should have been administrative assistant. This would align and allow for parity with other city administrative support positions.

With this reclassification, the office assistant title would be changed to an Administrative Assistant within the City Council Offices encompassing an annual remuneration of up to \$55,000.

Resolution for Reclassification of Office Assistant to Administrative Assistant

WHEREAS, the Pontiac City Council authorizes the reclassification of the titled position of Office Assistant to Administrative Position and;

WHEREAS, the titled position of Office Assistant has the same duties and responsibilities of and Administrative Position and title change should be reflective of that and;

WHEREAS, The Pontiac City believes the position of Office Assistant should be reclassified to the Administrative Assistant and;

WHEREAS, it has been determined that the appropriate annual compensation for the Administrative Assistant shall not exceed the amount of \$55,000 and;

NOW THEREFORE, BE IT RE RESOLVED, the Pontiac City Council approves the reclassification of Office Assistant to Administrative Assistant.

**CONSENT
AGENDA
E**



OFFICIAL MEMORANDUM

To: The Honorable Pontiac City Council

From: Michael McGuinness, City Council President

Date: September 14, 2023

CC: Mayor Tim Greimel

RE: Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the total amount of \$16,895 for GL account number 101-101-702.000- Salaries & Wages-shall be increased by \$15,000; The appropriation for GL Account 101-101-715.000 FICA-City Contribution-shall be increased by \$1,150; The appropriation for GL 101-101-718-500 MERS Contribution-shall be increased by \$600.00; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$145.00 for the purpose of reclassification of Office Assistant to Administrative Assistant.

During the fiscal year budget, City Council established the Office Assistant. This position was originally created as a place holder, and it was noted that modifications to this salary range may come later via a budget amendment.

This requested budget amendment below will reclassify the Office Assistant Position to an Administrative Assistant Position.



Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the total amount of \$16,895 for GL account number 101-101-702.000- Salaries &Wages-shall be increased by \$15,000; The appropriation for GL Account 101-101-715.000 FICA-City Contribution-shall be increased by \$1,150; The appropriation for GL 101-101-718-500 MERS Contribution-shall be increased by \$600.00; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$145.00 for the purpose of reclassification of Office Assistant to Administrative Assistant.

THEREFORE BE IT RESOLVED, Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the total amount of \$16,895 for GL account number 101-101-702.000- Salaries &Wages-shall be increased by \$15,000; The appropriation for GL Account 101-101-715.000 FICA-City Contribution-shall be increased by \$1,150; The appropriation for GL 101-101-718-500 MERS Contribution-shall be increased by \$600.00; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$145.00 for the purpose of reclassification of Office Assistant to Administrative Assistant.

CONSENT AGENDA

F



OFFICIAL MEMORANDUM

To: The Honorable Pontiac City Council

From: Michael McGuinness, City Council President

Date: September 14, 2023

CC: Mayor Tim Greimel

RE: Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$8,450 in the following accounts: GL account number 101-101-702.000- Salaries & Wages shall be increased by \$7,500; The appropriation for GL Account 101-101-715.000 FICA-City Contribution shall be increased by \$575; The appropriation for GL 101-101-718-500 MERS Contribution shall be increased by \$300; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$75 for the purpose of salary range modification for the Outreach Specialist.

During the fiscal year budget, City Council established the Outreach Specialist Position. This position was originally created as a place holder, and it was noted that modifications to this salary range may come later via a budget amendment.

It is the position of this council to attract and retain top tier candidates and having access to the best talent. The economic conditions and the job market dynamics are consistently changing impacting salary norms. As a city we must be competitive with these trends to attract and retain top talent. This position directly, is a front facing position that will help residents with their suggestions, concerns, and feedback. A specialized skill set is required for this position to create optimal results for our residents.

This requested budget amendment below will fund the salary range modification for the Outreach Specialist Position.



Council Resolution to authorize the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$8,450 in the following accounts: GL account number 101-101-702.000- Salaries & Wages shall be increased by \$7,500; The appropriation for GL Account 101-101-715.000 FICA-City Contribution shall be increased by \$575; The appropriation for GL 101-101-718-500 MERS Contribution shall be increased by \$300; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$75 for the purpose of salary range modification for the Outreach Specialist.

THEREFORE BE IT RESOLVED, That the Pontiac City Council authorizes the City Clerk to publish the proposed budget amendment to establish budget appropriations in the amount of \$8,450 in the following accounts: GL account number 101-101-702.000- Salaries & Wages shall be increased by \$7,500; The appropriation for GL Account 101-101-715.000 FICA-City Contribution shall be increased by \$575; The appropriation for GL 101-101-718-500 MERS Contribution shall be increased by \$300; The appropriation for GL 101-101-725.000 Sick and Vacation Contribution shall be increased by \$75 for the purpose of salary range modification for the Outreach Specialist.

#2

ORDINANCE

CITY OF PONTIAC
ORDINANCE NO. # _____

AN ORDINANCE TO ALLOW ADULT-USE MARIHUANA ESTABLISHMENTS TO OPERATE IN THE CITY OF PONTIAC PURSUANT TO THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT, INITIATED LAW 1 OF 2018, MCL 333.27951 ET SEQ.; TO PROVIDE FOR STANDARDS AND PROCEDURES TO PERMIT AND REGULATE ADULT-USE MARIHUANA ESTABLISHMENTS; TO PROVIDE FOR THE IMPOSITION OF PERMIT APPLICATION FEES AND RENEWAL FEES; AND TO IMPOSE CONDITIONS FOR THE OPERATION OF ADULT-USE MARIHUANA ESTABLISHMENTS.

THE CITY OF PONTIAC ORDAINS:

ARTICLE _____ . ADULT-USE MARIHUANA BUSINESS LICENSING

Sec. 01. Title.

The title of this ordinance shall be the "City of Pontiac Adult-Use Marihuana Business Ordinance."

Sec. 02. Purpose and Intent.

A. Purpose. The purpose of this Ordinance is to establish standards and procedures for the issuance, regulation, renewal, suspension, and revocation of business licenses for adult-use marihuana establishments in accordance with the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, MCL 333.27951 et seq. ("MRTMA") so as to protect the public health, safety, and welfare of residents of the City by setting forth the manner in which adult-use marihuana businesses can be operated in the City. Further the purpose of this Ordinance is to:

(1) Protect the health, welfare and safety of the public through reasonable regulations on adult-use marihuana business operations as it relates to noise, odor, air and water quality, food safety, public safety, security for the establishments and its personnel, and other health and safety concerns;

(2) Protect residential zoned properties and neighborhoods by limiting the location and the concentration of types of Marijuana Businesses to specific areas of the City;

(3) Establish application and license fees to defray and recover the City's costs for administering and enforcing this ordinance;

(4) Recognize that the City of Pontiac has been identified by the State of Michigan's Cannabis Regulatory Agency as a city that has been disproportionately impacted by marihuana prohibition and enforcement and that social equity in the marihuana industry is necessary to address the historical disproportionate impact of marihuana prohibition and enforcement upon Pontiac residents and to positively impact the Pontiac community;

(5) Minimize the adverse effects from growing, processing, dispensing and storage of marihuana;

(6) Minimize the adverse effects from excessive consumption and use of marihuana;

(7) Coordinate with state laws and regulations addressing Marihuana Businesses; and

(8) To restrict the issuance of Marihuana Business permits only to those individuals and entities that demonstrate an intent and ability to fully comply with this Ordinance and the laws of the City and the State of Michigan.

B. Legislative Intent. This ordinance authorizes the establishment of adult-use marihuana businesses within the City of Pontiac consistent with the provisions of MRTMA, subject to the following:

(1) Use, distribution, cultivation, production, possession, and transportation of marihuana remains illegal under federal law, and marihuana remains classified as a "controlled substance" by federal law. Nothing in this ordinance is intended to promote or condone the production, distribution, or possession of marihuana in violation of any applicable law. Nothing in this ordinance is intended to grant immunity from any criminal prosecution under state or federal law. This ordinance does not protect the owners of properties on which a marihuana commercial operation is occurring from prosecution or from having their property seized by federal law enforcement authorities.

(2) This ordinance is to be construed to protect the public health, safety and welfare over commercial adult-use marihuana business interests. The operation of a permitted adult-use marihuana business in the City is a revocable privilege and not a right in the City. Nothing in this ordinance is to be construed to grant a property right for an individual or business entity to engage, obtain, or have renewed a City-issued permit to engage in the use, distribution, cultivation, production, possession, transportation or sale of adult-use marihuana as a commercial enterprise

in the City. The City determines that the commercialization of marihuana is a "closely regulated industry" as that term is used in U.S. Supreme Court jurisprudence.

(3) Any individual or business entity which purports to have engaged in the use, distribution, cultivation, production, possession, transportation or sale of marihuana as a commercial enterprise in the City without obtaining the required authorization required by this ordinance is deemed to be an illegally established nuisance, and as such is not entitled to legal nonconforming status under this ordinance, the City zoning ordinance, or state statutory or common law.

(4) Nothing in this ordinance is intended to grant immunity from criminal or civil prosecution, penalty or sanction for the cultivation, manufacture, possession, use, sale, distribution or transport of marihuana in any form that is not in strict compliance with the MRTMA and the Marihuana Tracking Act, and all applicable administrative rules promulgated by the State of Michigan regarding the commercialization of marihuana. Strict compliance with all applicable state laws and regulations is a requirement for the issuance or renewal of any permit issued under this ordinance, and noncompliance with any applicable state law or regulation is grounds for the revocation or nonrenewal of any permit issued under this ordinance.

C. Indemnification of the City.

(1) By accepting a permit issued pursuant to this ordinance, the holder waives and releases the City, its officers, elected officials, and employees from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of marihuana business owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

(2) By accepting a permit issued pursuant to this ordinance, the holder agrees to indemnify, defend and hold harmless the City, its officers, elected officials, employees, and insurers, against all liability, claims or demands arising on account of any claim of diminution of property value by a property owner whose property is located in proximity to a licensed operating marihuana business arising out of, claimed to have arisen out of, or in any manner connected with the operation of a marihuana business or any claim based on an alleged injury to business or property by reason of a claimed violation of the federal Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964(c).

D. Reservation.

(1) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to reject any and all applications, to reject an application not accompanied with the required documentation or data required by the application, or to reject an application which is any way incomplete, irregular, not responsive or not responsible.

(2) The City of Pontiac shall not waive or constrain, in any manner, the right and prerogative of the City of Pontiac to amend or repeal this ordinance in any manner, including, but not limited to, the complete prohibition of any type of adult-use marihuana business or limiting the number and types of adult-use marihuana businesses authorized to operate in the City.

(3) Nothing in this ordinance is to be construed to grant or grandfather any marihuana business a vested right, license, permit or privilege for continued operations within the City.

Sec. 03. Definitions.

Unless defined by this ordinance, any term used in this Section that is defined by the MRTMA, or the Administrative Rules promulgated by the Michigan Department of Licensing and Regulatory Affairs addressing marihuana shall have the definition given in MRTMA and in the Rules.

As used in this Section, the following terms shall have the meanings indicated:

"Applicant" means a person who applies for a City-issued permit to operate a Marihuana Business in accordance with the terms of this Ordinance and the City zoning ordinance. With respect to disclosures in an application for a permit issued pursuant to this Ordinance for purposes of ineligibility for a permit and the transfer of an interest in an issued permit, the term "applicant" includes a managerial employee of the applicant, any person who holds ~~any~~ direct or indirect ownership interest ~~in the Marihuana Business, and of 6% or more in the applicant. Any person or entity who owns less than 6% of direct or indirect ownership in the applicant but who exercises control over or participates in the management of the applicant shall be deemed to be an Applicant. Applicant includes the following true parties of interest for each type of applicant:~~

- (4) (a) For an individual or sole proprietorship: the proprietor and spouse.

(2) (b) For a partnership and limited liability partnership: all partners holding a direct or indirect ownership interest of 6% or more in the partnership and their spouses.

(3) (c) For a limited partnership and limited liability limited partnership: all general and limited partners holding a direct or indirect ownership interest of 6% or more in the limited partnership or limited liability limited partnership, and their spouses.

(4) (d) For a limited liability company: all members ~~and~~ holding a direct or indirect ownership interest of 6% or more in the limited liability company and their spouses, and all managers, and their spouses.

(5) (e) For a privately held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders holding a direct or indirect ownership interest of 6% or more in the privately held corporation, and their spouses.

(6) (f) For a publicly held corporation: all corporate officers or persons with equivalent titles and their spouses, all directors and their spouses, and all stockholders holding a direct or indirect ownership interest of 6% or more in the publicly held corporation, and their spouses.

(7) (g) For a multilevel ownership enterprise: any entity or person that receives or has the right to receive 6% or more of the gross or net profits from the enterprise during any full or partial calendar or fiscal year.

(8) (h) For a nonprofit corporation: all individuals and entities with membership or shareholder rights in accordance with the articles of incorporation or the bylaws and their spouses.

(9) (i) For a trust: all trustees, any individual or ~~body~~ entity able to control and direct affairs of the trust, and any beneficiary who receives or has the right to receive 6% or more of the gross or net profit distributions of the trust during any full or partial calendar or fiscal year, and their spouses.

"Application" means the form(s) provided by the City, accompanied with the nonrefundable application fee per each permit requested.

"City" means the City of Pontiac, Michigan.

"Class A marihuana grower" means a grower licensed to grow not more than 100 marihuana plants.

"Class A Microbusiness" means a marihuana establishment authorized to operate at a single location and cultivate not more than 300 mature marihuana plants; package marihuana; purchase marihuana concentrate and marihuana-infused products from licensed marihuana processors; sell or transfer marihuana and marihuana-infused products to individuals 21 years of age and older; and transfer marihuana to a safety compliance facility for testing.

"Class B marihuana grower" means a grower licensed to grow not more than 500 marihuana plants.

"Class C marihuana grower" means a grower licensed to grow not more than 2,000 marihuana plants.

"Co-Locate" or "Co-Location" means any combination of growers, processors, retailers, social equity retailers, designated consumption, and Class A microbusiness establishments that are authorized by the City to operate as separate marihuana businesses at a single property but with separate business suites, partitions, and separate means of public ingress/egress from the exterior or from a common lobby area.

"Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

"Department" means the State of Michigan Department of Licensing and Regulatory Affairs (LARA), including without limitation, the Cannabis Regulatory Agency, or its successor agency.

"Designated Consumption Establishment " means a marihuana-related business authorized to permit individuals 21 years of age and older to consume marihuana products on the licensed commercial premises located in the C-2 Downtown Overlay District No. 3.

"Disqualifying conviction" means a conviction that makes an applicant ineligible to receive a license under MRTMA and the Rules.

"Equivalent License" means any of the following state operating licenses when held by a single licensee:

- (1) Grower licenses of any class under both the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et. seq. ("MMFLA") and MRTMA.
- (2) Processor licenses under both the MMFLA and MRTMA.
- (3) Secure transporter licenses under both the MMFLA and MRTMA.
- (4) Safety compliance facility licenses under both the MMFLA and MRTMA.
- (5) A provisioning center license under the MMFLA and a retailer establishment license under the MRTMA.

"Grower" means a licensee establishment that cultivates, dries, trims, or cures and packages marihuana for sale or transfer to a processor, retailer, or another grower.

"Industrial Hemp" means the term as defined at MCL 333.27953 (c).

"License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marihuana establishment in the City.

"Marihuana" means the term as defined at MCL 333.27953. For purposes of this Ordinance marihuana does not include industrial hemp.

"Marihuana accessories" means the term as defined at MCL 333.27953 (g).

"Marihuana concentrate" means the resin extracted from any part of the plant of the genus cannabis.

"Marihuana Business" means the following adult-use marihuana establishments, whether operated for profit or not for profit: (a) grower, (b) safety compliance facility, (c) processor, (d) retailer, (e) social-equity retailer, (f) secure transporter, (g) Class A microbusiness, (h) designated consumption establishment, (i) marihuana event organizer or (j) temporary marihuana event.

"Marihuana establishment" means a location at which a permittee is permitted to operate under this Ordinance and MRTMA.

"Marihuana Event Organizer" means a person licensed to apply for a temporary marihuana event license.

"Marihuana-Infused Product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

"Marihuana Tracking Act" or "MTA" means Public Act 262 of 2016, MCL 333.27901, et seq., as amended and all future amendments.

"Michigan Regulation and Taxation of Marihuana Act" or "MRTMA" means, Initiated law 1 of 2016, MCL 333.27951, et. seq., as amended and all future amendments.

"Permit" means the permit issued pursuant to this ordinance authorizing the operation of a Marihuana Business in the City.

"Permittee" means a person who receives and holds a permit to operate a Marihuana Business issued by the City under this ordinance.

"Person" means an individual, sole proprietorship, partnership, limited liability partnership, limited partnership, limited liability limited partnership, corporation, limited liability company, trust, or other legal entity, and includes persons within the definition of "applicant" as that term is used in this Ordinance.

"Processor" means a person licensed to purchase or obtain marihuana from a grower establishment and who processes the marihuana and sells or transfers it in packaged form to a retailer, class A microbusiness, or another processor. A processor is not prohibited from handling, processing, marketing or brokering industrial hemp pursuant to the Industrial Hemp Research and Development Act.

"Retailer" means a licensee that obtains marihuana from marihuana establishments and sells or otherwise transfers marihuana to marihuana establishments and to individuals who are 21 years of age or older in accordance with MRTMA.

"Rules" means the unified administrative rules promulgated and from time to time amended by the Department to implement the MMFLA and MRTMA.

"Safety Compliance Facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

"Secure Transporter" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

"School" means and includes buildings and grounds used for school purposes to provide instruction to children and youth in grades pre-kindergarten through 12 by a public, private, denominational, or parochial school.

"Social Equity-Qualified Business" mean a marihuana establishment operated by an applicant that qualifies for the benefits offered under the social equity program administered by either the Department or the City.

"Stakeholder" means, with respect to a trust, the trustee and beneficiaries; with respect to a limited liability company, all members ~~and~~with a direct or indirect ownership interest greater than 6% and ~~all~~ managers; with respect to a corporation, whether profit or non-profit, all stockholders with a direct or indirect ownership interest greater than 6%, directors, corporate officers or persons with equivalent titles; and with respect to a partnership—~~or~~, limited liability partnership, limited partnership and limited liability limited partnership, all general and limited partners.

with a direct or indirect ownership interest greater than 6%.

"State" means the State of Michigan.

"State Operating License" means a license that is issued by the Department under MRTMA that allows the licensee to operate an adult-use marihuana establishment, as specified in the license.

"Temporary Marihuana Event" means a license held by a marihuana event organizer for an event where the onsite sale or consumption of marihuana products, or both, are authorized at the location indicated on the state license during the dates indicated on the state license.

Sec. 04. Creation of Marihuana Business Commission; Composition; Quorum

(a) There is hereby created a Marihuana Business Commission. There shall be four (4) members of the Marihuana Business Commission. The membership shall elect from among its members a chairman, vice-chairman, and secretary.

(b) A quorum of the Marihuana Business Commission shall consist of three (3) members.

Sec. 05. Marihuana Business Commission Membership; Qualifications; Term; Vacancies; Compensation.

(a) Members of the Marihuana Business Commission shall be residents of the city, and shall be chosen so far as reasonably practicable in such a manner as to represent a cross-section of the community.

(b) Members of the Marihuana Business Commission shall be appointed by the mayor to serve at the pleasure of the mayor for a term of three (3) years. Reappointment of a member to serve an additional consecutive term is subject to council approval.

(c) If a vacancy occurs on the Marihuana Business Commission, the mayor shall appoint a new member to fill the vacancy.

(d) Members of the Marihuana Business Commission shall serve without pay.

Sec. 06. Marihuana Business Commission Powers and Duties.

The Marihuana Business Commission shall review and decide all appeals that are forwarded to it by the clerk under this ordinance. The Marihuana Business Commission shall review all appeals de novo. The Marihuana Business Commission shall only overturn a decision or finding of the clerk if it finds such decision or finding to be arbitrary or capricious and not supported by material,

substantial, and competent facts on the whole record considered by the clerk in arriving at such decision or finding.

Sec. 07. Marihuana Business Commission Rules and Regulations; Meetings.

(a) The Marihuana Business Commission shall adopt such rules and regulations as it deems necessary to govern its proceedings and deliberations.

(b) The rules and regulations adopted by the Marihuana Business Commission shall be subject to approval by the council.

(c) The Marihuana Business Commission shall maintain a written record of its proceedings and actions which shall be available for public inspection, showing the action of the commission and the vote of each member upon each question considered. All meetings of the commission shall be held in conformance with the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws.

Sec. 08. Marihuana Business Rules and Regulations.

(a) In addition to the Rules promulgated by the Department and the statutes of the State of Michigan, the operations of a Marihuana Business shall be conducted in accordance with the provisions of this ordinance and the City Code of Ordinances, including the zoning ordinance.

(b) Retailer establishments, Social Equity Retailer establishments, and Class A Microbusinesses located outside of the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 10:00 p.m. and 7:00 a.m. Retailer establishments, Social Equity Retailer establishments and Class A Microbusinesses located in the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 2:00 a.m. and 7:00 a.m.

(c) Delivery of a marihuana product for sale or transfer to marihuana customers by Retailer Establishments and Social Equity Retailer Establishments is permitted in strict compliance with Department Rules.

(d) Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Retailer Establishments, Social Equity Retailer Establishments and Class A Microbusinesses.

Sec. 09. Licensing of Adult-Use Marihuana Businesses.

(a) Number of permitted adult-use Marihuana Businesses.

Type of Establishment	
Grower	No limit
Processor	No limit
Secure transporter	No limit
Retailer	17
Social Equity Retailer	6
Class A Microbusiness	5
Safety compliance facility	No limit
Designated Consumption Establishment-North of Huron Street	3
Designated Consumption Establishment-South of Huron Street	3
Marihuana event organizer	No limit
Temporary marihuana event	No limit

Sec. 10. City Marihuana Business Permit and Annual Fee Required.

(a) No person shall establish or operate a Marihuana Business located in the City without first meeting all of the requirements set forth in this Ordinance, obtaining a permit from the City Clerk, and obtaining a State Operating License. Permits and State Operating Licenses shall be kept current and publicly displayed within the business. Failure to maintain or display current state licenses and City permits is a violation of this ordinance. A Marihuana Business operating without a City permit under this Ordinance or without a State license is declared to be a public nuisance.

(b) There shall be an initial application fee of \$5,000.00 and an annual nonrefundable renewal of permit fee of \$5,000.00 to defray the administrative and enforcement costs associated with marihuana businesses located in the City.

(c) The City permit fee requirement set forth in this ordinance shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by the Department and any other

state regulatory agency, or by City ordinance, including, by way of example, and not limited to, any applicable fees for site plan review, zoning review, inspections, or building permits.

(d) A separate permit is required for each Marihuana Business co-located at a premises from which adult-use marihuana commercial businesses are operated. Operation of a grower, processor, retailer establishment or social equity retailer establishment, Class A microbusiness, and designated consumption establishment at the same co-location is authorized, provided that each establishment is separately licensed and permitted. Co-Location of a retailer establishment or social equity retailer establishment, Class A microbusiness and a designated consumption establishment at the same location as a grower or processing establishment is authorized when in conformity with the City zoning ordinance.

(e) Within thirty (30) days of approval of the applicant's application, the applicant will start all necessary requirements as required by the City to obtain their certificate of occupancy, including, without limitation, complying with all applicable building department, fire department, code and inspection requirements, including the approval of the site plan.

(f) All Marihuana Business permits shall be effective for one (1) year of its original date of issuance by the City and must be renewed annually.

(g) The conditional permittee has one (1) year to complete its site plan upon the approval of the issuance of the Marihuana Business conditional permit. The Community Development Director may extend the completion of the site plan up to an additional six months, provided the applicant demonstrates good cause for the extension.

Sec. 11. Location Criteria.

- (a) No marihuana business is eligible to receive a permit unless at the time the application for the marihuana business operating permit is submitted, the location of the proposed business operation complies with the requirements set forth in the City zoning ordinances as required for the specific type of marihuana commercial business for which the permit is being sought.
- (b) Mobile marihuana businesses and limited contact transaction operations are prohibited.
- (c) A permittee shall not operate a marihuana business at any location in the City other than at the address provided in the application on file with the City Clerk.

Sec. 12. General Permit Application Requirements.

(a) An applicant seeking a permit pursuant to the provisions of this ordinance and licensure by the state under MRTMA must submit an application in writing to the City Clerk on forms provided by the City Clerk. At the time of application, the application must be accompanied by a nonrefundable application fee of \$5,000.00 to defray the costs incurred by the City for processing of the application. In addition, the applicant shall present copies of government-issued photographic identification to accompany the application. Applicants are limited to one application per location. Multiple applications for the same establishment location shall be disqualified.

(b) An application shall be complete and made under the penalty of perjury and shall contain all of the following:

(1) The applicants, all of its stakeholders, and the proposed manager's full name, date of birth, residential and business address, email address, and telephone numbers including emergency contact information, and a copy of a government-issued photographic identification card of the applicant and all stakeholders:

(a) If the applicant is an individual or sole proprietorship, the proprietor and their spouse, if any, shall provide their name, address, date of birth, business address, business telephone number, email address, social security number, and, if applicable, federal tax identification (EIN) number.

(b) If the applicant is not an individual or sole proprietorship, the applicant shall provide information regarding the business entity, including, without limitation, the name and address of the entity, website address (if any), type of business organization, proof of registration with, or a certificate of good standing from, the State of Michigan, or other state or foreign jurisdiction, as applicable, and the names, dates of birth, residential and business addresses, email addresses, phone numbers of each applicant, each stakeholder and their spouses, and the federal tax identification number of the business entity.

~~(2) The identity of every person having an ownership or beneficial interest in the applicant with respect to which the license is sought, including~~ Regardless of the definition of Applicant, each applicant shall disclose in the application the ownership structure of the entity that identifies applicant entity and the identity of every person or entity having a

direct or indirect ownership interest in the applicant by providing the entity or individual name, the ownership percentage held by each stakeholder, email address, mailing address and if applicable, the date of birth; provided, however, a social equity-qualified business entity who is an applicant must be able to also demonstrate 51% or more ownership by qualifying social-equity applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder. Any person or entity who owns less than 6% of a direct or indirect ownership in the applicant but who exercises control over or participates in the management of the applicant shall be deemed to be an Applicant, if:

- a) the disclosed entity is a trust, the applicant shall disclose the names and addresses of the beneficiaries.
- b) the disclosed entity is a privately held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than 5%, officers, and directors.
- c) the disclosed entity is a publicly held corporation, the names and addresses of all shareholders holding a direct or indirect interest of greater than 5%, officers, and directors.
- d) the disclosed entity is a partnership or limited liability partnership, the names and addresses of all partners.
- e) the disclosed entity is a limited partnership or limited liability limited partnership, the names of all partners, both general and limited.
- f) the disclosed entity is a limited liability company, the names and addresses of all members holding a direct or indirect interest of greater than 5%, and managers.

(3) If the applicant is not an individual, the articles of incorporation or organization, federal tax identification number and confirmation letter, and the limited liability company's

operating agreement, the corporation's shareholder agreement and bylaws, and the partnership agreement for a partnership or limited partnership, as applicable.

(4) A copy of the applicant's notice of prequalification status issued by the Department to operate an adult-use marihuana establishment. If the applicant does not have adult-use prequalification status from the Department, the application will not be processed by the City.

(5) The name and address of the proposed Marihuana Business and any additional contact information deemed necessary by the City Clerk, including the following:

(a) A copy of the deed reflecting the applicant's ownership of the proposed permitted premises, or a purchase agreement or option to purchase the proposed permitted premises as applicable; or

(b) A copy of the lease reflecting the right of the applicant to possess, or an agreement or option reflecting the applicant's right to lease, the proposed permitted premises, and a notarized statement from the owner of such property authorizing the use of the property for a marihuana business as applicable.

(6) For the applicant and every stakeholder, affirmation from the applicant that each is at least 21 years of age.

(7) A criminal history background report of the applicant's criminal history from the Internet Criminal History Access Tool (ICHAT) or a Michigan State Police criminal history report for applicants residing in Michigan. For applicants who reside in any other state, federal or foreign jurisdiction, or who have resided in any other state, federal or foreign jurisdiction within 5 years prior to the date of the application provide a certified state, federal or foreign jurisdiction sponsored or authorized criminal history report. The applicant is responsible for all charges incurred in requesting and receiving the criminal history report and the report must be dated within thirty (30) days of the date of the application. For purposes of this subsection (7) an applicant includes a managerial employee of the applicant and any person who exercises control over or participates in the management of the applicant. |

Commented [BM51]: Inserted into the definition of "applicant" and "stakeholder" generally.

(8) Written consent authorizing the City to obtain a criminal history report from the Michigan State Police, the Federal Bureau of Investigation, or other applicable state, federal or foreign jurisdiction law enforcement or police agency, to ascertain whether the applicant and stakeholders have any disqualifying convictions or convictions involving dishonesty, theft, fraud, or controlled substances.

(9) A current organization chart that includes position descriptions and the names of each person holding such position, which shall include date of birth, address, copy of photo identification, and email address for any operator, manager, or employee if other than the applicant.

(10) A complete list of all marihuana related business permits and licenses held by applicant.

(11) An attested disclosure whether the applicant or operator has ever had a business license revoked or suspended, and if revoked or suspended, the reason for such revocation or suspension and copies of the orders of revocation or suspension.

(12) An attestation that no applicant or stakeholder is ineligible from holding a state license to operate a marihuana commercial business.

(13) An attestation that the applicant consents to inspections, examinations, searches and seizures required or undertaken pursuant to enforcement of this ordinance.

(14) A statement that no applicant is in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(15) For the applicant and for each stakeholder, a resume that includes a business history and any prior experience with a marihuana-related business.

(16) The proposed business plan of the applicant, which shall include without limitation, the following:

(a) A description of the type of the proposed adult-use marihuana commercial operation and its physical address; and

(b) A staffing plan which describes the anticipated or actual number of employees, including an estimate of the number and type of jobs that the business is expected to create, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, and the goals and objectives to recruit, hire and promote residents of the City; and

(c) A staff training and education plan that the applicant will provide to employees; and

(d) The financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business; and

(e) Short and long-term goals and objectives; and

(f) An explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment, a proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, and a health and welfare benefits package to be paid for such jobs, unless otherwise prohibited by state law, including plans for community outreach and worker training programs;

(g) If co-location of Marihuana Businesses is proposed, provide an explanation of the integration of such businesses, including a drawing showing the relationship between the businesses being co-located, including floor area and the separation provided between such facilities, including identification of any points of entry, ingress or egress, and controls at each location; and

(h) A neighborhood communication/education plan and strategies; and

(i) Any charitable plans and strategies whether through financial donations or volunteer work.

(17) A lighting plan showing the lighting outside of the marijuana business for security purposes and compliance with applicable City outdoor lighting requirements;

(18) A security plan, including, but not limited to, lighting, alarms, barriers, recording/monitoring devices, safes, and/or security guard arrangements proposed for the establishment and premises. The security plan must contain the specification details of each item of security equipment.

(19) A to-scale diagram of the proposed licensed premises, no larger than 11 inches by 17 inches, showing, without limitation, building floor plan and layout, all entryways, doorways, or passageways, and means of public entry and exits to the proposed licensed premises, loading zones, available on-site parking spaces, including handicapped accessible spaces, fencing at the premises, and all areas in which marijuana will be stored, grown, manufactured or dispensed;

(20) Any proposed elevation drawings, and photographs or other depiction of materials to be visible on the exterior of the proposed Marijuana Business.

(21) A proposed marketing, advertising, and business promotion plan for the proposed Marijuana Business.

(22) A description of planned tangible capital investment in the City for each proposed Marijuana Business.

(23) A social equity plan that (a) promotes and encourages participation and ownership in the marijuana industry by local residents that have been disproportionately impacted by marijuana prohibition and enforcement, and that (b) positively impacts local residents.

(24) A depiction of any proposed signage, text or graphic materials to be shown on the exterior of the proposed Marijuana Business.

(25) A sanitation plan designed to protect against any marijuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marijuana will be rendered unusable upon disposal.

The sanitation plan shall include a copy of the proposed contract or letter of intent between the Applicant and sanitation waste provider.

(26) A proposed inventory and recordkeeping plan that will track payment method, amount of payment, time of sale, product quantity, and other product descriptors and compliance with the requirements of the Department.

(27) Proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- a. at least Two Million Dollars (\$2,000,000) for property damage;
- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(28) A signed acknowledgement that the applicant understands that all matters related to marihuana cultivation, possession, dispensing, testing, transporting, distribution and use are subject to federal and state laws and regulations, and that the approval of a permit hereunder does not exonerate or excuse the applicant from abiding by the provisions and requirements and penalties associated therewith. Further, the applicant completely releases and forever discharges the city and its respective employees, agents, facilities, insurers, indemnors, successors, heirs and/or assigns from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory or recovery,

which the applicant or its stakeholders may now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of the applicant or stakeholders' application for a permit and, if issued a permit, the applicant or stakeholders' operation of a Marihuana Business.

(29) A scaled location area map that identifies the relative locations of, and distances from, Schools, childcare centers, public parks, and religious institutions, as measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the school, childcare center, religious institution, or public park, nearest to contemplated location, and from the primary point of ingress to the contemplated location.

(30) If the applicant is applying for a permit to operate a Retailer, a Social Equity Retailer, a Class A Microbusiness, a Designated Consumption Establishment, or a Temporary Marihuana Event, a description of drug and alcohol awareness programs to be provided by the applicant to customers and the public.

(31) If the applicant is applying for a permit to operate a grower, a cultivation plan that includes a description of the cultivation methods to be used. Outdoor grows are prohibited.

(32) If the applicant is applying for a permit to operate a grower, a chemical and pesticide storage plan that complies with the requirements of the Department.

(33) An applicant for a Marihuana Secure Transporter license shall provide copies of the vehicle registration for all commercial motor vehicles that will be used to transport marihuana or marihuana-infused products. A secure transporter must provide proof of no-fault automobile insurance with a company licensed to do business in Michigan with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

(34) Any other information requested by the City Clerk considered to be relevant to the processing or consideration of the application.

(c) An applicant may apply for multiple Marihuana Business permits of the same or different nature, except that Class A Microbusiness applicants may not hold an ownership interest in a grower, processor, retailer, or social equity retailer, and social equity retailer permits are limited to social equity qualified applicants. No person who holds an ownership interest in a safety compliance facility or in a secure transporter may hold an ownership interest in a grower, a processor, a retailer, a social equity retailer, or a Class A microbusiness.

Sec. 13. Marihuana Business Permit Application Process.

(a) Upon receipt of a completed application meeting the requirements of this ordinance and payment of the permit application fee, the Clerk shall refer a copy of the application to the fire department and the Community Development Department, the planning division, and other affected departments for review and compliance with the City Code.

(b) No application for a permit shall be approved unless:

(1) The fire department and the Community Development Department and other affected departments have inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, the planning division, and other affected departments have confirmed that the proposed location complies with the zoning ordinance.

(3) The proposed Marihuana Business has been issued a certificate of occupancy and, if necessary, a building permit.

(4) The City Treasurer confirms the applicant and each stakeholder and the proposed location of the Marihuana Businesses are not in default to the City.

(c) After sixty (60) days from the effective date of this ordinance, the Clerk shall begin accepting adult-use Marihuana Business applications for a permit to operate a grower, processor, secure transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event.

(d) The Clerk shall award a conditional permit to any applicant for a permit to operate a grower, processor, secure transporter, safety compliance facility, marihuana event organizer, and temporary marihuana event, upon the determination by the Clerk that the application is complete,

the applicant receives the City and State of Michigan approvals required in this ordinance, and the applicant meets all of the requirements of this ordinance and the City Code, including the zoning ordinance. If the City Clerk identifies, or is informed of, a deficiency in an application, the applicant has two (2) weeks to correct the deficiency after notification by the City Clerk. The Clerk will grant a final permit if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, ~~and obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted and enters into a written agreement with the City confirming that the marijuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted, and obtains a permit from the City and an operating license from the Department within 18 months after the conditional permit is granted.~~ The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(e) Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment Applications. After ~~sixty~~thirty (6030) days from the effective date of this ordinance, a point-based scoring and ranking procedure shall be approved by City Council resolution and the Clerk shall set a 21-day application window period during which applicants may apply for a Retailer, Social Equity Retailer (limited to Social Equity Qualified applicants), Class A Microbusiness and Designated Consumption Establishment permits. After the 21-day application window closes, the Clerk shall assess, evaluate, score and rank all applications for permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment submitted during the twenty-one (21) day application window period. The Clerk shall review all submitted applications for completeness.

(f) In its application assessment, evaluation, scoring, ranking, and deliberations related to permits to operate a Retailer, Social Equity Retailer, Class A Microbusiness, and Designated Consumption Establishment, the Clerk shall assess, evaluate, score, and rank each application based upon a point-based scoring and ranking procedure which shall be approved by City Council

resolution, consistent with the requirements, conditions, and provisions of this ordinance in each of the following categories:

(1) The content and sufficiency of the information required to be in the application under this ordinance. Applicant must have submitted all required materials for each category in a professional, organized manner with clear and accurate labeling of all required items. Failure to clearly and accurately label and organize the application materials will result in the deduction of points. The maximum number of scoring points in this category shall be five (5) points.

(2) Whether the proposed Marihuana Business will have a detrimental impact on the surrounding area and neighborhood including the distance of the establishment to properties zoned or used residentially; traffic patterns, traffic mitigation and resident safety; plans for litter control, loitering, noise mitigation, odor mitigation. Applicant shall submit a traffic impact study by a professional traffic engineer. Applicant shall submit a sanitation plan designed to protect against any marihuana being ingested on the premises by any person or animal, describing how the waste and byproduct will be stored and disposed of, and how any marihuana will be rendered unusable upon disposal. The sanitation plan shall include a copy of the proposed contract between the Applicant and sanitation waste provider. Applicant shall submit an odor control plan satisfying the criteria in Sec. 15 of this ordinance. The maximum number of scoring points in this category shall be twenty (20) points.

(3) Neighborhood Communication/Education Plan on behalf of the proposed Marihuana Business. The plan shall include meetings, at least once per year, with the neighborhood organizations, residents and general public, and to provide a contact for on-going public information, questions and concerns. ~~Written, and written~~ notice to all property owners within 1500 feet of the marihuana business location, neighborhood organizations and City Clerk shall be provided a copy of the written notice two (2) weeks before the public meeting. In addition, to other methods of notice, the written notice shall be sent by mail at least two (2) weeks before the public meeting. The maximum number of scoring points in this category shall be ten (10) points.

(4) Whether the applicant or its stakeholders have made, or plan to make, significant physical investment and improvements to the building where the proposed Marihuana

Business is to be located, including the applicant's financial structure, source of financing, development and build-out budget and projected initial operating budget of the proposed Marihuana Business and proposed tangible capital investment; the current and proposed condition of the proposed location; and the applicant's ownership stake in the physical location of the establishment. The maximum number of scoring points in this category shall be ten (10) points.

(5) Whether the applicant and all of its stakeholders have a record of acts that are not detrimental to the public health, security, safety, morals, good order, or general welfare prior to the date of the application; applicant shall demonstrate and document a history of regulatory compliance with all federal, state and local laws and regulations, and shall disclose all complaints, judgments, convictions, administrative and regulatory decisions, permit and license suspensions, revocations and fines, rendered by any federal, state and local government agencies, including but not limited to wage and hour laws, anti-discrimination and civil rights laws, and occupational, health and safety laws. The maximum number of scoring points in this category shall be ten (10) points.

(6) Whether the applicant has disclosed and documented sufficient financial resources and total amount of capitalization to develop, operate and maintain a Retailer, Social Equity Retailer, Class A Microbusiness or Designated Consumption Establishment, and demonstrates the requisite business experience to execute, the submitted business plan and other plans required by this ordinance. The applicant should disclose and document sources and total amount of capitalization to operate and maintain a Retailer establishment, a Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment, and include a CPA attested financial statement, a valid pro forma for three years, proof of financial responsibility in the form of a commitment or letter of intent to issue an insurance policy satisfying the criteria in Sec. 12 (b)(27) of this ordinance, attest that the applicant and any of its owners have not filed bankruptcy in the last seven (7) years, have not had liens placed upon financial accounts or property by the Internal Revenue Service or state Treasuries, and has filed personal and/or corporate income tax returns for the past five (5) years. The maximum number of scoring points in this category shall be twenty (20) points.

(7) Description of staffing plan that includes the number and type of full-time and part-time positions the applicant intends to create; the proposed living wage or salary (at least 200 percent of the Federal Poverty Level for a family of two, at its hourly basis) for all employees pursuant to MCL 125.3501, MCL 125.3502, MCL 125.3504, article VII, § 34 Construction of constitution and law concerning counties, townships, cities, villages and article VII, § 22 Charters, resolutions, ordinances; enumeration of powers of the Michigan Constitution, the applicant intends to pay employees, unless otherwise prohibited by state law; whether the applicant has articulated plans and strategies to recruit, hire and mentor for career advancement, a percentage of diverse residents from the City of Pontiac, including those residents who are veterans, low income and/or have a prior controlled substance record (excluding distribution of a controlled substance to a minor); a staff training and education plan that the applicant will provide to employees; an explanation, with supporting factual data, of the economic benefits to the City and the job creation for local residents to be achieved by the establishment; short and long-term goals and objectives; and whether the applicant has articulated plans to provide employee health and welfare benefit plans, including, but not limited to, sick leave, maternity leave, and paternity leave. The applicant shall maintain and provide data to the City Clerk supporting its staffing plan which shall be considered at the time of renewal of any permit issued pursuant to this ordinance to determine compliance. The maximum number of scoring points in this category shall be ten (10) points.

(8) Planned philanthropic initiatives and community improvement programs aimed at the City of Pontiac, which may include a \$1,000 donation to a fund administered by the City used to promote social equity in the City of Pontiac, a negatively impacted community, by promoting advocacy around criminal justice issues related to marihuana prohibition, supporting youth who have been negatively impacted by the war on drugs as it relates to the prohibition of marihuana, and community education and outreach on adult-use marihuana in general. The maximum number of scoring points in this category shall be ten (10) points.

(9) Whether the applicant ~~received~~ has current and final conditional approval for a medical marihuana provisioning center permit pursuant to City of Pontiac's Medical Marihuana Facilities Ordinance, Article XXX , Section 26.1491 et seq., and is not currently in default of compliance with Article XXX, ~~and has received site plan approval from the City's~~

~~Community Development Department and has started construction of the medical marihuana provisioning center subject to receipt of a valid building permit from the City not less than 30 days prior to the application for Marihuana Retailer or Social Equity Retailer permit. This subsection (9) does not apply to those applicants for a medical provisioning center permit who were initially one of the five highest scoring applicants in the zoning district where they applied but are no longer one of the five highest scoring applicants in the zoning district where they applied. The medical applicant entity who has current and final conditional approval for a medical marihuana provisioning center permit shall be awarded the thirty (30) points in this category whether they apply for a retailer permit or a social equity retailer permit as long as the entity qualifies as a social equity applicant when they apply for a social equity retailer permit under this Ordinance. Applicants with current and final conditional approval for a medical marihuana provisioning center permit pursuant to City of Pontiac's Medical Marihuana Facilities Ordinance, Article XXX, Section 26.1491 et seq may apply for recreational licenses at a different location in any of the four districts allowed under Ordinance #2407, not only in the district where they were awarded their conditionally approved medical license. The maximum number of scoring points in this category shall be twentythree (2030) points.~~

(10) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that has been vacant or had been vacant as registered with the City for one (1) year or more. The maximum number of scoring points in this category shall be ten (10) points.

(11) Whether the applicant has rehabilitated and/or redeveloped within three (3) years before the submittal of the application under this ordinance, or will rehabilitate and/or redevelop, an existing building by demolishing and rebuilding or completely renovating a building that ~~has been cited as~~meets the definition of blighted or dangerous ~~or had been cited as blighted or dangerous (as such term is defined in the City's Code of Ordinances).~~ The maximum number of scoring points in this category shall be ten (10) points.

(12) Whether an applicant proposes a social equity plan that promotes and encourages social equity participation and ownership in the marihuana industry by persons who reside in disproportionately impacted communities in those Michigan communities designated by

the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(13) Whether an applicant demonstrates social equity participation and greater than 50% ownership by persons who reside in disproportionately impacted communities in those Michigan communities designated by the State of Michigan, who have been disproportionately impacted by marijuana prohibition and enforcement, and to positively impact those communities, in accordance with MCL 333.27958(1)(j). The maximum number of scoring points in this category shall be fifteen (15) points.

(14) Whether an applicant applying for a retailer or social equity retailer permit was the highest scoring conditionally approved medical provisioning center applicant in the zoning district in which the applicant applied, including all those applicants tied for the highest score in that zoning district. The maximum number of points in this category shall be ten (10) points.

(g) Overall scoring and ranking shall be conducted and applied by the Clerk on the basis of assigned points from zero (0) points to one hundred and ~~sixty eight~~ sixty five (165) points with the lowest overall total score as zero (0) points and the highest possible total score being one hundred and sixty five (165) points.

(h) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate retailer establishments, awarding 17 conditional permits to the ~~seventeen (17)~~ highest scoring applicants, as limited by the applicable overlay zoning districts. In the event of an evaluation scoring tie, which causes there to be more than seventeen (17) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Retailer. In the event that the number of Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Retailers to an applicant who submits a complete application, receives the approvals required in this section, and

Commented [SR2]: Chuck, this language would suggest that if 10 of the 17 applicants were woodward applicants and ten scored in the top 17, then all 10 would get it on Woodward.

meets the requirements of this ordinance. However, in no event shall the number of Retailer permits exceed the maximum number authorized under this ordinance.

(i) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Class A Microbusinesses, awarding conditional permits to the five (5) highest scoring applicants as limited by the applicable overlay zoning districts. In the event of an evaluation scoring tie, which causes there to be more than five (5) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Class A Microbusiness. In the event that the number of Class A Microbusiness permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Class A Microbusinesses to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Class A Microbusiness permits exceed the maximum number authorized under this ordinance.

(j) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the North of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Designated

Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(k) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Designated Consumption Establishments, awarding conditional permits to the three (3) highest scoring applicants for the South of Huron locations. In the event of an evaluation scoring tie, which causes there to be more than three (3) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Designated Consumption Establishment. In the event that the number of Designated Consumption Establishment permits falls below the maximum number authorized under this ordinance, the Clerk shall not be required to score applicants. Instead, the Clerk shall evaluate applications in the order that they are submitted and shall award permits for Designated Consumption Establishment to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall the number of Designated Consumption Establishment permits exceed the maximum number authorized under this ordinance.

(l) At the conclusion of the twenty-one (21) day application period, the Clerk shall begin processing applications for permits to operate Social Equity Retailer establishments, awarding conditional permits to the six (6) highest scoring applicants as limited by the applicable overlay zoning districts. In the event of an evaluation scoring tie, which causes there to be more than six (6) applicants who achieve scores sufficient to qualify for a permit, the scoring-tied applicants will be entered into a random draw and the tie will be resolved through a blind lottery drawing to determine which applicant will receive recommendation for approval. Those applications randomly selected shall be eligible to receive a permit to operate a Social Equity Retailer. In the event that the number of Social Equity Retailer permits falls below the maximum number authorized under this ordinance, the clerk shall not be required to score applicants. Instead, the clerk shall evaluate applications in the order that they are submitted and shall award permits for Social Equity Retailers to an applicant who submits a complete application, receives the approvals required in this section, and meets the requirements of this ordinance. However, in no event shall

the number of Social Equity Retailer permits exceed the maximum number authorized under this ordinance.

(m) The Clerk will grant a final permit to a retailer, social equity retailer, Class A microbusiness and designated consumption establishment if the applicant obtains final site plan approval and special land use approval within 6 months of receiving a conditional permit, obtains an operating permit from the City and an operating license from the Department within 18 months after the conditional permit is granted, and enters into a written agreement with the City confirming that the marijuana establishment will operate in accordance with the business plans, building plans, design standards, social equity plans and all other operational standards described by the applicant in the application materials submitted. The agreement shall further provide that if the establishment breaches the agreement, then the City may revoke authorization of the establishment following notice and a public hearing, and that in such event, the City shall be entitled to injunctive relief barring further operation of the establishment in the City. An extension of 6 months to obtain an operating permit from the City and an operating license from the Department may be granted in the discretion of the Clerk upon a showing of good cause for the delay.

(n) Nothing in this section is intended to confer a property or other right, duty, privilege or interest in a permit of any kind or nature whatsoever, including, but not limited to, any claim of entitlement.

(o) The Clerk may engage professional expert consultant assistance in performing the Clerk's duties and responsibilities under this Ordinance.

Sec. 14. Social Equity Retailers

(a) The City has created a permit process to allow state social equity qualifiers to apply for and be awarded social equity retailer permits in zoning districts designated in the City zoning ordinance. The City shall permit six (6) social equity retailer licenses for social equity applicants, including franchisees, who demonstrate and document 51% or more ownership by social equity qualifying applicants, including ownership structure of the entity that identifies the ownership percentage held by each stakeholder.

(b) Social equity applicants for social equity retailer permits may apply for other available adult-use permits including retailer establishment permits, except they may not apply for a Class

A microbusiness, safety compliance facility or secure transporter permit. Social equity retailer applicants are limited to one application per location. Multiple applications for the same social equity establishment location shall be disqualified.

Sec. 15. Odor Control.

(a) No Marihuana Business, permittee, person, tenant, occupant, licensee, landlord or property owner shall permit the release of marihuana odors from any origin to cause obvious odors emanating from the premises in which they derived and interfere with the reasonable and comfortable use and enjoyment of another's property. Whether or not a marihuana odor interferes with the reasonable and comfortable use and enjoyment of another's property shall be determined by the objective standards of a reasonable person of normal sensitivity.

(b) Marihuana Businesses shall use sufficient procedures to prevent smoke, odor, debris, dust, fluids and other substances from escaping the premises of the Marihuana Business. If any smoke, odor, debris, dust, fluids or other substances leave the Marihuana Business in a detectable amount sufficient to interfere with the reasonable and comfortable use and enjoyment of adjacent property, or that causes damage to property, the permittee for the Marihuana Business and the owner of the premises shall be jointly and severally liable for such conditions and shall be responsible for immediate, full cleanup and correction of such condition. The permittee shall properly dispose of all such materials, and other substances in a safe, sanitary, and secure manner in compliance with all federal and state laws and regulations, and this chapter.

1. A plan for ventilation of the Marihuana Business that describes the ventilation systems that will be used to prevent any odor of marihuana off the premises of the business. Such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any odor leaving the premises. For marihuana infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

2. Cultivated, produced, or distributed by a Marihuana Business. A Marihuana Business shall be ventilated so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the Marihuana Business or at any adjoining use or property.

3. Sufficient measures and means of preventing smoke, odor, debris, dust, fluids and other substances from exiting a Marihuana Business must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a marihuana establishment, the owner of the subject premises and the permittee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The Marihuana Business shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Sec. 16. Social Equity

(a) A permittee must use good-faith efforts in hiring employees who have been negatively impacted by marihuana prohibition. Adult-use recreational marihuana businesses should use good-faith efforts to hire and retain 25 percent of its employees who are low income or live in the City of Pontiac.

Sec. 17. Class A Microbusinesses

(a) A Class A microbusiness is subject to all applicable provisions in this Ordinance related to growers, processors, and retailers.

(b) All Class A Microbusinesses, shall comply with all applicable requirements of the City of Pontiac's zoning ordinance except where otherwise specified in this Ordinance.

(c) All Class A Microbusinesses shall be classified as Special Land Uses in the permitted zoning districts.

(d) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(e) Class A Microbusinesses are prohibited if the location is within 1,000 feet from any pre-existing School; (i) the distance separation requirement between the school and the contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of

ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the ownership of property or Permittee.

(f) Class A Microbusinesses located outside of the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises between the hours of 10:00 p.m. and 7:00 a.m. Class A Microbusinesses located in the Downtown Overlay District shall be closed for business, and no sale or other distribution of marihuana in any form shall occur upon the premises, between the hours of 2:00 a.m. and 7:00 a.m.

(g) Drive throughs and drive through, walk-up window service, and curbside service shall be a prohibited use for all Class A Microbusinesses.

Sec. 18. Designated Consumption Establishments.

(a) All Designated Consumption Establishments shall comply with all applicable requirements of the City of Pontiac's zoning ordinance.

(b) Designated Consumption Establishments shall be limited to Downtown Overlay District as identified in the City zoning ordinance and on the City Zoning Map, with three Designated Consumption Establishments permitted north of Huron Street and three Designated Consumption Establishments permitted south of Huron Street.

(c) Designated Consumption Establishments shall be closed for business, and no consumption of marihuana in any form shall occur upon the premises between the hours of 2:00 a.m. and 7:00 a.m.

(d) Designated Consumption Establishments shall be classified as Special Land Uses in the permitted zoning districts.

(e) A masonry screen wall shall be provided along all property lines abutting property that is zoned for residential use, subject to the requirements of the Pontiac Code of Ordinances.

(f) Designated Consumption Establishments are prohibited if the location is within 1,000 feet from any pre-existing School; (i) the distance separation requirement between the school and the

contemplated location set forth above shall be measured along the centerline of the street or streets of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the primary point of ingress to the School, and from the primary point of ingress to the contemplated location along the centerline to the primary street address building entrance, regardless of the ownership of property or Permittee.

(f) A Designated Consumption Establishment shall:

(1) Install and maintain an operable ventilation and filtration system to remove smoke to the outside of the building and eliminate odor at the property line of the premises;

(2) Prominently display a sign near the entrance of the business which carries the following warning:

WARNING: Marijuana use by pregnant or breastfeeding women, or by women planning to become pregnant, may result in fetal injury, preterm birth, low birth weight, or developmental problems for the child.

Sec. 19. Marijuana Business Co-Location and Stacking.

(a) Separate Marijuana Business grower, processor, retailer, social equity retailer, Class A microbusiness, and designated consumption establishment uses, shall be permitted to co-locate at a single property subject to permit approval for each use from the City. Co-located establishments operating at the same location must have permit approval for each Marijuana Business type and use described above.

(b) Consistent with the MRTMA and the Rules, applicants for Class C grower permits shall be allowed to stack and receive multiple Class C grower permits, and to operate under each permit in a single establishment.

Sec. 20. Transfer of Location Prohibited; Transfer of Ownership and Assets.

(a) Transfer of Location Prohibited. Permittees may not transfer a permit issued under this ordinance to a different location. Conditionally approved medical marijuana permit holders may apply for adult-use permits at a different location than the location applied for under the Medical Marijuana Facilities Ordinance, Article XXX, Section 26.1491 et seq. in any of the four zoning districts allowed under Ordinance #2407, not only in the zoning district where the applicant was awarded a conditionally approved medical marijuana permit. Current and final conditionally approved medical marijuana applicants for provisioning center permits who choose to apply

under this ordinance at a different location would receive the 30 scoring points under Section 13(f)(9) of this ordinance for the location that had been conditionally approved under the Medical Marihuana Facilities Ordinance Article XXX , Section 26.1491 et seq.

(b) Transfer of Ownership or Assets. Permittees may apply to the Clerk to transfer ownership or assets of a permittee's business and the permit issued under this ordinance to a different individual or entity, subject to receiving in advance written approval from the Clerk and the Department pursuant to the MRTMA and the Rules. In order to request City approval to transfer ownership or assets and a permit to a different individual or entity, the permittee must make a written request to the Clerk, indicating the current permittee and the proposed permittee. The proposed permittee shall submit a complete application to the Clerk, and the Clerk shall grant the request so long as the proposed permittee meets all requirements outlined in this Ordinance and the Department authorizes the transfer pursuant to the MRTMA and the Rules. A sale or transfer of an ownership interest of a social equity applicant shall be at a price no less than fair market value and the buyer or transferee shall be qualified as a social equity applicant.

(c) With submission of a complete transfer of ownership or assets application, the proposed permittee for an ownership or asset transfer shall pay a nonrefundable application fee of \$5,000.00, in order to offset costs of the City associated with review of the proposed permittee's qualifications for a permitted marihuana business operation.

Sec. 21. Permits Generally

(a) Permittees shall report any material change in the required information to the Clerk within twenty four (24) hour and shall report any non-material change in the required information to the Clerk within ten (10) business days of the change. Failure to do so may result in a fine, suspension or revocation of the license.

(b) Permit approval shall not be effective, and no Marihuana Business may operate, unless the Marihuana Business has obtained a State License, the site of the proposed use and proposed structure for the Marihuana Business has zoning approval for such use, and the final site plan and special exception permit has been approved by the Planning Commission.

Sec. 22. Term of Marihuana Business Permit.

(a) Approval of a permit shall be for a period of one calendar year subject to continued compliance with this ordinance, the City Code, MRTMA and the Rules.

(b) Each permit for that current year shall be displayed in a conspicuous spot in the location.

(c) A permittee shall remove any expired permit on display and replace it with the current permit. A permittee shall not attempt nor act in any fraudulent manner in regard to the display of any permit.

Sec. 23. Closing of Marihuana Business.

(a) A permittee that closes a Marihuana Business must comply with the requirements issued by the Michigan Cannabis Regulatory Agency.

(b) Within thirty (30) days of a permittee ceasing operations, written notification must be provided to the City Clerk.

(c) The permittee shall furnish to the City a current forwarding address, phone number and email for all permittees.

(d) The permittee shall surrender its Marihuana Business permit to the City upon the expiration of the thirty (30) days' notice to the City.

Sec. 24. Annual Marihuana Business Permit Renewal.

(a) Application for a permit renewal shall be made in writing to the Clerk at least 30 days prior to the expiration of an existing permit. Failure to submit a completed application for renewal of an existing permit along with the required renewal fee to the City Clerk on or before the license expiration date shall be grounds for the revocation or suspension of a permit. Any authorized establishment that has not timely submitted a renewal application as required herein shall suspend all business operations until such time as a renewal permit has been obtained.

(b) An application for permit renewal shall be made under oath on forms provided by the Clerk.

(c) An application for permit renewal shall be accompanied by a renewal fee of \$5,000.00 for each permit to help defray administrative and enforcement costs of the City associated with the operation of the Marihuana Business.

(d) Upon receipt of a completed application for renewal of a permit meeting the requirements of this ordinance and payment of the permit renewal fee, the Clerk shall refer a copy of the renewal

application to the fire department and the Community Development Department, planning division, and other appropriate City departments and officials for review.

(e) No application for a permit renewal shall be approved unless:

(1) The fire department and the Community Development Department, planning division, and other appropriate departments have, within the past calendar year, inspected the proposed location for compliance with all state and local building, electrical, fire, mechanical and plumbing requirements.

(2) The Community Development Department, planning division, and other relevant departments have confirmed that the location complies with the zoning ordinance.

(3) The permittee possesses the necessary State Operating Licenses in good standing with the Department.

(4) The applicant has operated the Marihuana Business in accordance with the conditions and requirements of this ordinance and the City Code.

(5) The permittee has not been determined to be a public nuisance.

(6) An explanation, with supporting factual data, that the operations of the business have been consistent with all of the plans submitted with its application for a permit, including but not limited to the staffing plan, the neighborhood communication/education plan, and proof of an insurance policy covering the business and naming the City of Pontiac, its elected and appointed officials, employees, and agents, as additional insured parties, primary and non-contributory available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors, in the amount of:

- a. at least Two Million Dollars (\$2,000,000) for property damage;
- b. at least Two Million Dollars (\$2,000,000) for injury to one (1) person; and
- c. at least Two Million Dollars (\$2,000,000) for injury to two (2) or more person resulting from the same occurrence.

The insurance policy underwriter must have a minimum A.M. Best Company insurance ranking of B+, consistent with state law. The policy shall provide that the City shall be notified by the insurance carrier thirty (30) days in advance of any cancellation or reduction in coverages.

(7) An explanation, with supporting factual data, of the efforts and success achieved by the social equity plan of the business to promote and encourage participation in the marihuana industry by local residents that have been disproportionately impacted by marihuana prohibition and enforcement, and the positive impact of the social equity plan on local residents.

(9) The City Treasurer has confirmed that the applicant and each stakeholder is not in default to the City for any property tax, special assessment, utility charges, fines, fees or other financial obligation owed to the City.

(10) The City has reviewed the application and determined that the applicant has satisfied the requirements of this Ordinance with respect to the criminal background check and security plan.

(11) Unless the applicant shows good cause, the applicant shall demonstrate to the City Clerk that the applicant was open and conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. The term "good cause" shall mean substantial grounds, such as an emergency, fire damage, or other unforeseeable circumstances that prevented the applicant from conducting business for a minimum of twenty (20) hours per week during each and every week of the prior year. Economic or financial decisions, or inability to secure capital or financial resources that prevented an applicant from conducting business for a minimum of twenty (20) hours per week during the prior year shall not be good cause.

(f) If written approval is given by each department or entity identified in this section, and the Clerk determines that the applicant has satisfied subsections (a), (b), (c), (d) and (e) of this Section, then the Clerk shall renew the permit of the applicant.

Sec. 25. Denial, Nonrenewal, Suspension, or Revocation of Marihuana Business Permit; Basis for Action; Appeal.

(a) Each Marihuana Business within the City for which a permit is granted shall be operated and maintained in accordance with all applicable City, State and federal laws, rules, and regulations. Any permit issued under this Ordinance may be revoked or suspended by the City after written notice and an administrative hearing if a City official finds and determines that grounds for revocation or suspension exist. Any grounds for revocation or suspension of a permit must be provided to the permittee at least ten (10) days prior to the date of the hearing by first class mail to the address given on the application or any address provided to the Clerk in writing subsequent to the filing of an application. The Clerk shall notify an applicant of the reasons for denial of an application for a permit, for permit renewal, or for suspension or revocation of a permit, or any adverse decision under this ordinance and provide the applicant or permittee an administrative hearing with the opportunity to be heard.

(b) In addition to any other reasons set forth in this ordinance, the City may refuse to issue a permit, may refuse to grant renewal of a permit, and may suspend or revoke a permit pursuant to Pontiac City Ordinance sections 1-24 or for any of the following reasons:

(1) A violation of any provision of this Ordinance, including, but not limited to, the failure to provide the information required by this Ordinance;

(2) Any disqualifying conviction or pattern of convictions by the permittee or any stakeholder of the permittee including any conviction of any felony or any misdemeanor involving controlled substances, theft, or dishonesty by the applicant, permittee, stakeholder, or any person holding an ownership interest in the licensee;

(3) Failure of the permittee to obtain or maintain a State License or approval pursuant to MRTMA and MMFLA;

(4) Commission of fraud or misrepresentation or the making of a false statement by the applicant, permittee, or any stakeholder of the applicant or permittee, while engaging in any activity for which this Ordinance requires a permit;

(5) The Marihuana Business is determined by the City to have become a public nuisance or otherwise is operating in a manner detrimental to the public health, safety or welfare;

(6) Failure of the permittee to maintain the property causing a blighted or other condition in violation of any City ordinance, including but not limited to, Ord. No. 2355, 8-9-18, or in violation of any state law, including but not limited to, MCL 125.538 to 125.542.

(7) Any default in the payment of any charges, taxes, or fees, to the City if not cured upon thirty (30) days following notice sent by electronic means or mail to the address of the Marihuana Business. This cure period does not apply to scoring of initial applications for Retailer, Social Equity Retailer, Class A Microbusiness and Designated Consumption Establishment permits;

(8) Violation of any State law applicable to Marihuana Businesses.

(9) Failure to obtain or maintain a certificate of occupancy from the Building Department;

(10) Failure of the permittee to obtain or maintain a permit or to renew a permit from the City Clerk; or

(11) The establishment's approved site plan is determined to be in substantial violation by the City.

(12) Applicants submitted more than one application for the same location.

(c) Appeal of denial of an application, denial of renewal, or revocation or suspension of a permit: Any applicant or permittee aggrieved by the denial, non-renewal, suspension or revocation of a permit or adverse decision under this ordinance may appeal to the Clerk, by filing with the Clerk, within fourteen (14) days after notice of the action complained of has been mailed or e-mailed to the applicant or to permittee's last known address on the records of the Clerk, a written statement setting forth fully the grounds for the appeal. The Clerk shall appoint a hearing officer to hear and evaluate the appeal and make a written recommendation and report to the Clerk. The Clerk shall review the report and recommendation of the hearing officer and issue a written decision. The Clerk's decision may be appealed to the Marihuana Business Commission by filing an appeal in writing to the Marihuana Business Commission no later than thirty (30) days after the Clerk's decision. The review on appeal of a denial, non-renewal, suspension, or revocation or adverse action shall be by the Marihuana Business Commission pursuant to this ordinance. The Marihuana Business Commission shall overturn a decision or finding of the Clerk if it finds such decision or finding to be arbitrary or capricious and/or not supported by material, substantial, and competent facts on the whole record considered by the Clerk in arriving at such decision or finding. Any decision by the Marihuana Business Commission on an appeal shall be final for purposes of judicial review. The Clerk may engage professional consultants to assist with the review and scoring of applications under this section.

(d) Following the denial of a permit to an applicant for a retailer permit, social equity retailer permit, Class A microbusiness permit or designated consumption establishment permit, and any subsequent appeal during the recommendation and issuance process, the Clerk may move to recommend the application with the next highest number of scoring points as determined in the application process to be awarded a permit.

(e) The City Clerk shall notify the Michigan Cannabis Regulatory Agency of all renewal applications which are renewed or denied, and all permits that are suspended or revoked.

(f) A permittee whose renewal application is denied, must submit a new application as a new applicant.

Sec. 26. Penalties; temporary suspension of a permit.

(a) The City may require an applicant or permittee of a Marihuana Business to produce documents, records, or any other material pertinent to the investigation of an applicant or permittee or to an alleged violation of this Ordinance or state law and rules. Failure to provide the required material may be grounds for application denial, or permit suspension or revocation.

(b) Any person in violation of any provision of this Ordinance, including the operation of a Marihuana Business without a permit shall be responsible for a civil infraction and shall be subject to a civil fine and costs. Increased civil fines may be imposed for a repeat violation. As used in this Ordinance "repeat violation" shall mean a second or any subsequent infraction of the same requirement or provision committed by a person or establishment within any twenty-four (24) month period. Unless otherwise specifically provided in this Ordinance, the penalty schedule is as follows:

- (1) Five Hundred Dollars (\$500), plus costs, for the first violation;
- (2) One Thousand Dollars (\$1,000), plus costs, for a repeat violation;
- (3) Three Thousand Dollars (\$3,000), plus costs for any repeat violation that continues for more than one day.

(c) The City may temporarily suspend a Marihuana Business permit without a prior hearing if the City finds that public safety or welfare requires emergency action affecting the public health,

safety, or welfare. The City shall cause the temporary suspension by issuing a suspension notice in connection with institution of proceedings for notice and a hearing.

(d) If the City temporarily suspends a permit without a prior hearing, the permittee is entitled to a hearing within thirty (30) days after the suspension notice has been served on the permittee or posted on the permitted premises. The hearing shall be limited to the issues cited in the suspension notice.

(e) If the City does not hold a hearing within thirty (30) days after the date the suspension was served on the permittee or posted on the permitted premises, then the suspended permit shall be automatically reinstated and the suspension vacated.

(f) The penalty provisions herein are not intended to foreclose any other remedy or sanction that might be available to, or imposed by the City, including criminal prosecution.

Sec. 27. Severability Clause.

Should any word, phrase, sentence, paragraph, or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

Sec. 28. Effective Date.

This Ordinance shall become effective: (a) 30 days following the date of adoption, (b) the effective date of the amendment to ordinance #2360 (removing the prohibition of marijuana establishments); or (c) the effective date of the zoning code text amendments permitting Adult-Use Marijuana Business land uses, whichever is later.

Sec. 29. Publication.

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County of Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of

1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

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

Members voting Yes: _____

Members voting No: _____

Members Abstaining: _____

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

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:
PUBLISHED:
EFFECTIVE:

#3

ORDINANCE

**Resolution of the Pontiac City Council
To Approve First Reading of Zoning Ordinance Map Amendment
to Rezone the parcel 64-14-33-205-034 at 454 Auburn**



Resolution to Approve First Reading of Zoning Ordinance Map Amendment to Rezone the parcel totaling 1.3 acres at 454 Auburn

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

PRESENT: _____

ABSENT: _____

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

WHEREAS, before the City of Pontiac City Council for consideration is an Ordinance to amend the City of Pontiac Zoning Ordinance Map to rezone the parcel (64-14-33-205-034) totaling 1.34 acres at 454 Auburn; specifically, to amend the Zoning Ordinance Map which list these properties as C-1 Local Business, C-3, Corridor Commercial, and R-3, Multiple Family Dwelling to R-4 Multiple Family Dwelling Apartment.

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

NOW THEREFORE, BE IT RESOLVED by the Pontiac City Council that it hereby adopts the first reading of the amendments as presented to the City Council on _____, to the City’s Zoning Ordinance Map.

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

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS THEREUPON DECLARED ADOPTED.

CERTIFICATION

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

Dated: September ____, 2023

By: _____
Its: City Clerk



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

TO: Planning Commission

CC: Mark Yandrick, Planning Manager

FROM: Richard K. Carlisle, FAICP, Planning Consultant to the City of Pontiac
Anna Wysocki, Community Planner

DATE: August 31, 2023, Updated September 13, 2023

RE: ZMA23 - 012
454 Auburn Rd.
Parcel 14-33-205-034

Executive Summary:

The applicant is proposing to rezone property (application ZMA23-012) which is currently zoned a combination of C-1 Local Business, C-3 Corridor Commercial and R-3 Multiple Family, to R-4 Multiple Family Elevator District. The site is located on the south side of Auburn Avenue between S. Francis St. and S. Sanford St. Zoning along Auburn is a mixture of commercial, single family and multiple family. The Master Plan recognizes the mixed nature of zoning and land use in the Auburn Road corridor and designates the area for mixed use. Further, the applicant has volunteered to make improvements to the landscaping plan and general site plan as conditions to the proposed map amendment.

Planning Commission recommended APPROVAL, 6-0 of the proposed zoning change, subject to the Conditional Rezoning Agreement at the September 5, 2023 public hearing.

Overview / Project Description:

The subject site is 1.4 acres in size located on the south side of Auburn between S. Francis St. and S. Sanford St. The site is currently zoned a mix of C-1 Local Business, C-3 Corridor Commercial, and R-3 Multiple Family Dwelling. Both the C-1 and C-3 zoning categories would permit a variety of commercial and service uses. The C-3 district also permits light industrial use. It appears a substantial portion of the site is zoned R-3 Multiple Family Dwelling, which is similar to the R-4 zoning category that has been requested. The major distinction between the R-3 and R-4 Districts is their allowable height and density.

The R-4 Multiple Family Elevator District is a special purpose district set forth in Article 5, Chapter 2 in the Zoning Ordinance. The R-4 District allows a maximum build height of twelve (12) stories and density ranging from approximately forty-two (42) dwelling units per acre for 1-bedroom units, 34 units per acre for 2-bedroom units, and twenty-seven (27) units per acre for 3-bedroom units. In this case, the

Benjamin R. Carlisle, *President* Douglas J. Lewan, *Executive Vice President* John L. Enos, *Vice President*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal*
Paul Montagno, *Principal*, Megan Masson-Minock, *Principal*, Laura Kreps, *Senior Associate*
Richard K. Carlisle, *Past President/Senior Principal*

applicant is proposing a mix of forty-five (45) 1-bedroom units and nine (9) 2-bedroom units. If the applicant proceeds as proposed, the project will meet the density requirements of the R-4 District.

Figure 1 – Aerial View of Site



Figure 2 – Future Land Use Map, 2018

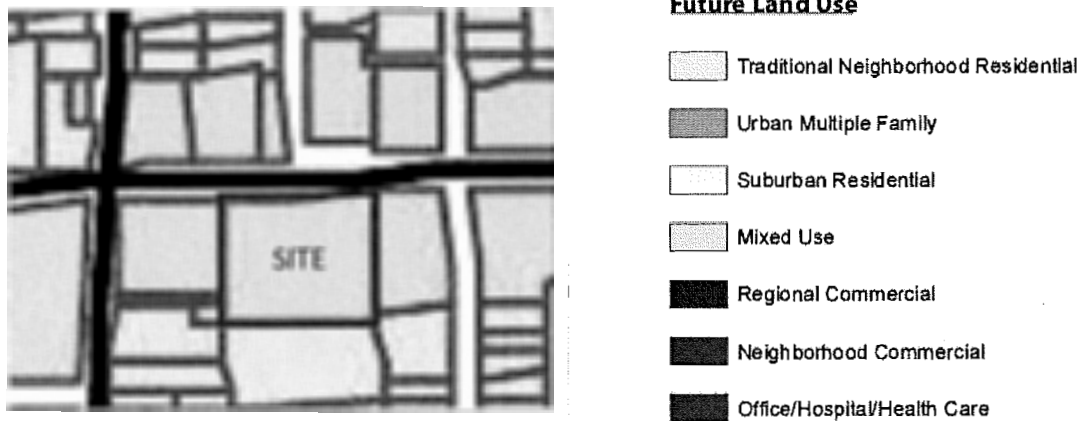
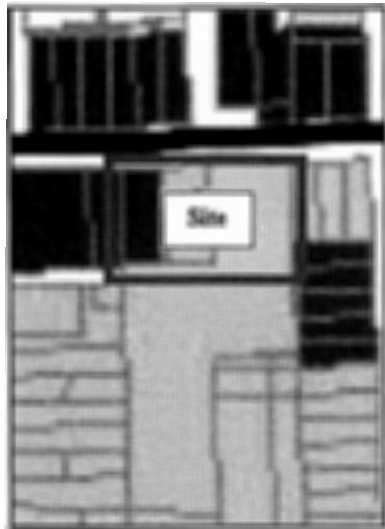






Figure 3 – Current Zoning



	C-1 Local Business
	C-2 Downtown
	C-3 Corridor Commercial
	P-1 Parking
	R-3 Multiple Family Dwelling
	R-4 Multiple Family Dwelling Elevator Apartment

Voluntary Conditions

The applicant has amended their application for zoning map amendment with the following voluntary conditions:

1. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
2. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west bufferyards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
3. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

The intent of the agreed upon conditions is to create a front yard public space, to increase landscaping beyond the requirements set by Section 4.4 of the Zoning Ordinance, and to mitigate any impacts from this development to the surroundings properties and neighborhood.

6.804 Criteria for Amendment of the Official Zoning Map

- A. Consistency with the goals, policies and objectives of the Master Plan and any sub-area plans. If conditions have changed since the Master Plan was adopted, consistency with recent development trends in the area shall be considered.

Comments:

The Master Plan designates the subject site and surrounding area for Mixed Use recognizing the historical patterns of land use and the inherent conflicts of more intense uses located adjacent to those of lesser intensity. The Master Plan recognizes the need to encourage redevelopment. The proposed rezoning to R-4 is consistent with the intent of the Master Plan.

- B. Compatibility of the site's physical, geological, hydrological, and other environmental features with the uses permitted in the proposed zoning district.

Comments:

There is no evidence to suggest that there are any characteristics of the property that would be an impediment to development.

- C. Evidence the applicant cannot receive a reasonable return on Investment through developing the property with one (1) or more of the uses permitted under the current zoning.

Comments:

The mixture of commercial and multiple-family residential zoning on the site is problematic. Under any circumstances, the site would require rezoning to a single category to be developed.

- D. Compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential influence on property values.

Comments:

The site is mostly surrounded to the north by C-3 zoning to the south by R-3 zoning. More specifically, the parcels west of the subject site (approaching Sanford St.) are zoned C-3, which allows more intense commercial uses. Parcels facing the site from the north side of Auburn Rd. are also zoned C-3. The properties south of the subject site are zoned R-3 Multiple Family Residential. A smaller portion of properties east of the site are zoned C-1 Local Business and P-1 Parking.

With regard to current uses, the site is surrounded by single family housing, medium density housing, vacant lots, open space, a place of worship, south of Auburn Rd. To the north of Auburn Rd, the site is most immediately surrounded by vacant lots, outdoor vehicle storage or vehicle repair, and low intensity local businesses. The proposed change to R-5 zoning is compatible with the surrounding commercial and residential uses, except for its proximity to parcels zoned C-3 Corridor Commercial. As a condition to the proposed map amendment, the applicant plans to install a buffer made of arbor vitae

plantings in the site's west side yard (adjacent to C-3) as well as its east side yard (adjacent to C-1 and P-1).

- E. The capacity of the City's utilities and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety, and welfare of the City.

Comments:

The City Engineer will need to comment on the adequacy of public utilities, but it does not appear that multiple family use would create a burden greater than uses permitted by current zoning.

- F. The capability of the street system to safely and efficiently accommodate the expected traffic generated by uses permitted in the requested zoning district.

Comments:

Auburn Rd. is a major corridor with existing commercial and multiple family uses. The potential traffic generated by the proposed multiple family use is not likely to produce a greater amount of traffic than the current commercial designations and, in fact, may be less.

- G. The boundaries of the requested rezoning district are reasonable in relationship to surroundings and construction on the site will be able to meet the dimensional regulations for the requested zoning district.

Comments:

As previously indicated, the site would be difficult to develop under the three (3) different zoning categories. Consolidating zoning into a single district allows for development of the site in a manner which meets the dimensional regulations of the requested zoning district.

- H. If a rezoning is appropriate, the requested zoning district is considered to be more appropriate from the City's perspective than another zoning district.

Comments:

The proposed rezoning is consistent with the City's Master Plan and consolidates the current zoning of the property into a single category.

- I. If the request is for a specific use, rezoning the land is considered to be more appropriate than amending the list of permitted or special land uses in the current zoning district to allow the use.

Comments:

The applicant has requested their application be considered as a conditional re-zoning. The proposed conditions are likely to facilitate the development's compatibility with surrounding uses and with the Auburn Avenue corridor.

J. The requested rezoning will not create an isolated or incompatible zone in the neighborhood.

Comments:

As it stands, the current zoning creates three (3) different pockets of zoning that are isolated from the prevailing patterns. The R-4 zoning that has been requested consolidates the zoning into a single category and is compatible with adjacent commercial and multiple family zoning.

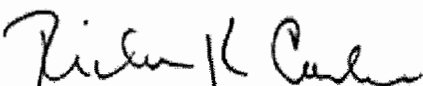
Summary of Conclusions:

The proposed conditional zoning map amendment is found to meet the standards of approval set by section 6.804 of the Zoning Ordinance. The proposed change to R-4 zoning would establish the consistent zoning necessary for redeveloping the subject site, which is currently vacant. The proposed amendment is compatible with the surrounding uses, with current zoning, and with the Master Plan. One exception to this is the presence of C-3 zoning, a more intense commercial use, flanking Auburn Avenue. However, the applicant proposes to buffer the site from surrounding uses by installing additional landscaping on all sides of the development. According to the Master Plan, the surrounding corridor may be converted to mixed zoning over time, further improving the compatibility of the proposed amendment. Finally, the amendment to R-4 zoning will have the effect of connecting residential uses in the surrounding vicinity, as opposed to isolating single uses or zoning districts.

Recommendations:

The current zoning presents serious obstacles to the use and development of the property, a condition which is corrected by the proposed rezoning. The applicant has provided a concept plan and a detailed narrative regarding the intended use of the property which would suggest that a conditional rezoning would be mutually beneficial. To ensure the compatibility of the proposed development and mitigate impacts to the surrounding neighborhood, the applicant agrees to increase landscaping and to create a front yard public space as conditions, as set forth in the Conditional Rezoning Agreement.

Planning Commission recommended APPROVAL, 6-0 of the proposed zoning change, subject to the Conditional Rezoning Agreement at the September 5, 2023 public hearing.



CARLISLE/WORTMAN ASSOC., INC
Richard K. Carlisle, FAICP
Past President/Senior Principal



CARLISLE WORTMAN ASSOC., INC.
Anna Wysocki
Community Planner

Edited by Mark Yandrick, City of Pontiac Planning Manager

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

ORDINANCE NO. _____

ZONING ORDINANCE MAP AMENDMENT

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

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments.

That the Zoning Map of the City of Pontiac, said map being incorporated by reference in the Zoning Ordinance for the City of Pontiac pursuant to Article 2 therefor, be and the same is hereby amended, changed, and altered so that hereafter the zoning classifications for the below legal description, commonly referred to as 454 Auburn Road, Parcel ID: 14-33-205-034, from Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3) to Multiple-Family Dwelling Elevator Apartment (R-4) with CR Conditional Rezoning, this Amendment is subject to the Conditions as described in Section 3.

Provided Legal Description:

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

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

Section 2. Conditions.

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

- i. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
- ii. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west buffer yards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
- iii. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

If the conditions as described above, and any other conditions as provided in the Conditional Rezoning Agreement, are not adhered to, the property in this Amendment will revert back to Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3).

Section 3. Repealer and Severability.

All other parts and provisions of the Zoning Ordinance shall remain in effect, amended only as provided above. If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 4. Effective Date

The foregoing amendment to the City of Pontiac Zoning Map was approved and adopted by the City Council on _____, 2023, after a public hearing as required pursuant to the Michigan Act 110 of 2006, as amended. The Ordinance shall be effective on _____, 2023, which date is the eighth day after publication of a Notice of Adoption and Posting of the Zoning Map Amendment in a publication in a newspaper of general circulation in the zoning district as required by Section 401 of Act 110 of 2006, as amended. However, this effective date shall be extended as necessary to comply with the requirements of Section 402 of Act 110, as amended.

ORDINANCE DECLARED ADOPTED.

Tim Greimel, Mayor

City of Pontiac, Michigan

CERTIFICATION

The foregoing is a true and complete copy of an Ordinance adopted by the City Council of the City of Pontiac, County Oakland, State of Michigan, at a regular meeting of the City Council held on _____ day of _____, 2023, and public notice of said meeting was given pursuant to and in accordance with the requirements of Act No. 267 of the Public Acts of 1976, as amended, being the Open Meetings Act, and the minutes of said meeting have been or will be made available as required by said Act.

Members Present: _____

Members Absent: _____

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

Members voting yes: _____

Members voting no: _____

Members abstaining: _____

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

Garland Doyle, City Clerk
City of Pontiac, Michigan

ADOPTED:

PUBLISHED:

EFFECTIVE:

**CITY OF PONTIAC
CONDITIONAL REZONING AGREEMENT**

This Conditional Rezoning Agreement (the “**Agreement**”) is made this ____ day of _____, 2023, by and between THE CITY OF PONTIAC, with its offices located at 47450 Woodward Ave., Pontiac, MI 48342 (the “**City**”), and Lighthouse MI (“**Lighthouse**”) with its principal office located at 46156 Woodward Ave., Pontiac, MI 48342.

THE PARTIES RECITE THAT:

WHEREAS, Lighthouse owns a certain parcel of real property located within the City of Pontiac, which is commonly described as follows:

454 Auburn Rd., Pontiac, MI 48342

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

Parcel Number(s)	Previous Zoning District	Rezoned to the following Zoning District:
14-33-205-034	Local Business (C-1); Corridor Commercial (C-3); Multiple Family Dwelling (R-3)	Multiple-Family Dwelling Elevator Apartment (R-4)

WHEREAS, under and pursuant to Section 405 of the Michigan Zoning Enabling Act, 2008 PA 110, as amended (codified at MCL §125.3405 *et seq*), certain conditions voluntarily

offered by the owner of land, including an agreement between the City and the Lighthouse, may become a condition of rezoning of the Property; and

WHEREAS, the Lighthouse submitted the Application for Zoning Map Amendment, which was supplemented by the Offer of Conditions on August 29, 2023, attached as **Exhibit B** (collectively “**Application**”), voluntarily offering, in writing, certain conditions to rezone the Property as set forth in the table above, subject to the conditions of this Agreement; and

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

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

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

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

A. **Conditional Rezoning.** Consistent with MCL §125.3405, the Property has been conditionally rezoned from the classification(s) Local Business (C-1), Corridor Commercial (C-3), and Multiple-Family Dwelling (R-3) to Multiple-Family Dwelling Elevator Apartment (R-4) as set forth above, with conditions as approved by the City Council based upon the Lighthouse’s Offer of Conditions, subject to and in accordance with this Agreement, unless this Agreement is amended by mutual agreement of the City and Lighthouse, following public hearing, or unless the Lighthouse determines to use the Property in accordance with the zoning applicable to the Property under and in accordance with the termination provisions set forth herein. Lighthouse and future owners of the Property shall not develop and use the Property in a manner inconsistent with this Agreement.

B. **Project Definition.** The Project shall be based on the Lighthouse’s Site Plan Approval Application Submittal Package that is to be submitted subsequent to the approval and execution of this Agreement and is a condition of this Agreement as more fully set forth below. Except as modified herein or pursuant to any variances or deviations approved by the City, the Property shall remain subject to all other zoning and use district regulations of the City Zoning Ordinance, for property zoned Multiple-Family Dwelling Elevator Apartment (R-4), as applicable in accordance with the zoning of each respective

parcel as set forth above, and as limited by Lighthouse's Offer of Conditions, and shall remain subject to all other requirements of the City's building, zoning, and other land use regulations.

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

- i. The 60 feet of frontage along the Right of Way shall include a 10- to 12-foot-deep patio in front of the Community Room/Leasing Office Area. This patio shall include six (6) benches along with a paved patio area of approximately 430 square feet. The patio area shall include six (6) shade trees over the seating area.
- ii. A row of Arbor Vitae shrubs shall be planted along the entire length of the east and west bufferyards (planted 4 feet on center) to help screen the adjacent commercial-zoned properties.
- iii. In order to help buffer the Auburn Road Right of Way and the adjacent multi-family properties to the south, an additional 10% over and above the required amount of landscaping shall be added to the front and rear yards.

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

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

special land use review and approval, as applicable.

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

A. **Expiration.** In the event bona fide development has not commenced within two (2) years from the effective date of the rezoning, the rezoning with conditions and the conditional rezoning agreement shall be void and of no effect. Lighthouse may apply for a one (1) year extension one (1) time. The request must be submitted to the City Clerk before the two (2) year time limit expires. Lighthouse must show good cause as to why the extension should be granted.

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

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

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

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

4. **DEFAULT.** If development and/or actions are undertaken on or with respect to the property in violation of the conditional rezoning agreement, such development and/or actions shall constitute a nuisance per se. In such case, the City may issue a stop work order relative to the property and seek any other lawful remedies. Until curative action is taken to bring the property into compliance with the conditional rezoning agreement, the City may withhold, or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance. In the event that the Lighthouse defaults on the condition(s) of this Agreement, then, the City may, at its option and within its sole discretion, terminate this Agreement. In the event that this Agreement is

terminated by then, by written notice given by the City to the Lighthouse within three (3) months following such failure by the Lighthouse, the City may, at its option and within its sole discretion, declare the Property to revert back to its previous Zoning District(s) and terminate the approval of any Site Plan for the Project.

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

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

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

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

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

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

11. **NO PERSONAL LIABILITY.** The obligations hereunder of the City and the Lighthouse shall constitute solely the obligations of the respective entities to be satisfied solely

from their respective assets, and no officer, Board member, agent, employee or partner of any of said entities shall have any personal obligation, responsibility or liability for the performance of the terms of this Agreement.

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

[SIGNATURES COMMENCE ON NEXT PAGE]

WITNESSED:

WITNESSED:

Approved as to Form:

By: _____

Its: _____

SIGNED:

CITY OF PONTIAC

By:

Its:

By:

Its:

SIGNED:

LIGHTHOUSE MI

By:

Its:

EXHIBIT A

(Legal Description)

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

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

EXHIBIT B

Copy of Application for Conditional Rezoning

(See following pages)



Application for Zoning Map Amendment

City of Pontiac

Office of Land Use and Strategic Planning

47450 Woodward Ave, Pontiac, MI 48342

T: 248.758.2800

F: 248.758.2827

Property/Project Address: 454 Auburn Rd.

Office Use Only

PF Number: _____

Sidwell Number: See list Below

Date: _____

Instructions: Completed applications with appropriate fee shall be submitted to the Office of Land Use and Strategic Planning at least 30 days prior to the regularly scheduled Planning Commission meeting. Applications must be complete in all respects with supporting documents such as site plan, property survey etc. Planning staff will schedule the application for consideration by the Planning Commission in accordance with the attached schedule. Incomplete applications will delay the review process.

Applicant (please print or type)

Name	James Pappas, President - Fusco, Shaffer & Pappas, Inc.		
Address	550 East Nine Mile Rd.		
City	Ferndale		
State	Michigan		
ZIP Code	48220		
Telephone	Main: (248) -543-4100	Cell:	Fax: (248) -543-4141
E-Mail	jpappas@fsparch.com		

Project and Property Information

Name of Proposed Development: Affordable Housing Apartments

The subject property is location at 454 Auburn Rd. on the N/S/E/W side of Auburn Rd. between S. Sanford St. and S. Francis Ave.

The property is zoned: C-1 Local Business, R-3 Multiple-family Dwelling and C-3 Corridor Commercial

Proposed Zoning District: All parcels R-4 Multiple-family Dwelling Elevator Apartment

It is proposed that the property will be used as: Affordable Housing Apartments

The subject property is legally described as follows (include sidwell numbers):

Assessors Plat No. 52 Parcel Number 14-33 205-034- See attached Legal description.

Property Owner Information

Name	Lighthouse		
Address	46156 Woodward Ave.		
City	Pontiac		
State	Michigan		
ZIP Code	48342		
Telephone	Main: (248) 920-6000	Cell: (248) -330-1070	Fax:
E-Mail	todd@lighthousemi.org		


Are you the Owner Agent/rep. of the owner Other _____

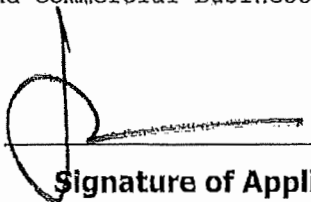
The proposed will be used for the following purpose (provide as much detail as possible with photographs, sketches, site plans, written documents, etc.).

The proposed use will be an Affordable Housing Development including 54 units, with a mix of 1 and 2 bedroom Units. Limited amenities & services will be provided.

State the reason for the Zoning Map Amendment, particularly the manner in which the City will benefit if the amendment is approved and why such change will not be detrimental to the public welfare and/or the property rights of other persons located in the vicinity of the site.

Lighthouse has owned & operated other housing with services in the region, including the Beacon Townhomes established for over 16 years, just South of this location. the proposal is meant to expand the amount of affordable housing, and services in the community. This proposed project will provide much needed housing, which will not be detrimental to the public or surrounding neighborhood which is predominantly zoned Multi-Family and Commercial Business. See attached plan.


 Ryan Hertz, CEO, on behalf of...
Signature of Owner
 Todd Burke Chief Real Estate Officer
 for SOS DBA Lighthouse MI


Signature of Applicant

State of Michigan
 County of Oakland

On this ____ day of _____, A.D., 20____, before me personally appeared the above named person, who being duly sworn, stated he/she has read the foregoing application, by him/her signed, and know the contents thereof, and that the same is true of his/her own knowledge, except as to the matters therein stated to be upon information and belief and so as to those matters he/she believes it to be true.

 Notary Public, Oakland County, Michigan
 My Commission Expires: _____

**LIGHTHOUSE -AUBURN PLACE
PROJECT RE-ZONING NARRATIVE**

July 28, 2023

Overview

Lighthouse-Auburn Place is a new multi-family apartment development to be located at 454 Auburn Avenue in Pontiac. The site is 1.34 acres and will be developed into a 54-unit apartment building. This will include 45 one-bedroom units and 9 two-bedroom units. The project has secured a preliminary award of \$10.5 million from MSHDA toward the total development cost of \$24.1 million.

As an applicant for HOME ARP, HCDF and CERA funding, Lighthouse:

- Certifies to MSHDA that it will comply with all requirements of the program and that housing units assisted will comply with HOME ARP requirements.
- Demonstrates that it has the financial capacity to undertake, comply with, and manage the eligible activities, including compliance with the federal programmatic requirements, and the financial requirements and standards shown in MSHDA's Direct Lending Parameters.

Parcel Re-zoning

The current parcel zoning is a mix of C-1 (Local Business), C-3 (Corridor Commercial), and R-3 (Multi-Family Dwelling). Lighthouse is proposing that the parcel be rezoned to R-4 (Multi-Family Elevator Apartment) in order to better align with, and consolidate the proposed use and to allow a more appropriate unit density. This proposed re-zoning will allow for a more viable sized development for the proposed use. Existing adjacent property zoning is predominantly C-3 (Corridor Commercial) to the west, C-1 (Local Business) and P-1 (Parking) to the east, and R-3 (Multiple Family Dwelling) to the south. C-3 (Corridor Commercial) zoning occurs to the north at the opposite side of Auburn Road, from the proposed project. The proposed R-4 (Multi-Family Elevator Apartment) re-zoning would be compatible with the current surrounding zoned uses. As a potential public benefit, Lighthouse will provide a public pocket park or plaza at the Auburn Road Frontage, adjacent the road right-of-way. This would provide a respite area for local residents and pedestrians to enjoy the potential bench seating and paved landscape area.

The Proposed Apartment development will house a total of 54 affordable housing units. The unit mix will include (45) 1 BR/ 1B units (at 677 nsf each) and (9) 2 BR/ 1B units (at 942 nsf each). A minimum of 5% of the total units will be fully barrier free accessible, for a total of 3 barrier free units. Each unit will be provided a generous balcony immediate to the Living Room of each unit.

Lighthouse MI

Lighthouse was established in 2019 when Lighthouse of Oakland County (LOC) and South Oakland Shelter (SOS) combined forces and merged agencies. LOC was founded in 1972 and started with a group of volunteers who provided food and clothing from the back door of a local church. SOS was established in 1985 by seven religious congregations in Oakland County. The new Lighthouse leverages the best of both agencies, providing direct services (food, shelter, rental/utility and other financial assistance, crisis referrals) and stability and housing programs that develop and support self-sufficiency.

Serving Oakland County with over 80 years of combined experience, Lighthouse is committed to ensuring all people in the community have a safe and secure place to call home. Lighthouse's focus on affordable and quality housing as a primary solution to complex needs and has had a strong impact throughout the

region. Lighthouse implements housing-first programming, operates a rotating shelter, and provides various supportive services that move people experiencing housing crises to long-term stability. Lighthouse's housing programs provide long-term housing and short- to medium-term rental assistance to displaced households, preventative services for those at-risk of eviction, and most importantly ongoing support services. Lighthouse operates ongoing permanent supportive housing for over 100 individuals each year. Lighthouse is a strong leader in efforts to bring affordable housing to the surrounding community working alongside local Oakland County government, state entities including The Department of Health and Human Services, many local private foundations including United Way for Southeastern Michigan, and federal departments including Housing and Urban Development. Lighthouse is an engaged partner with many entities who all share the common mission of increasing the supply of high quality affordable housing.

Community Improvement

In developing the Lighthouse-Auburn Place Affordable Housing Apartment facility, Lighthouse would strive to ensure that the proposed development will be an asset to the community and a model for future service facilities. The development team will work to meet the intent of the current City Ordinances and Future Land Use Plan with this development.

This proposal for the Lighthouse-Auburn Place Affordable Housing Apartment development will greatly enhance the existing neighboring properties and businesses. The impact on the surrounding neighborhood will be positive and will potentially spark further development and improvement of the region. The proposed Lighthouse Affordable Housing Apartment development will further improve the ability of Lighthouse to offer low-cost housing to those individuals who have limited opportunity for improving their living conditions through quality housing, which will provide the initial steps toward a self-sustaining lifestyle for their residents.

DEVELOPMENT TEAM

Project Sponsor

Ryan Hertz, President & CEO
Lighthouse
46156 Woodward Avenue
Pontiac, MI 48342
Email: rhertz@lighthousemi.org
Phone: 248-920-6000

Consultant Contact

Joe Heaphy, President
Ethos Development Partners
882 Oakman Boulevard, Suite G
Detroit, MI 48238
Email: jheaphy@ethosdp.com
Phone: 313-850-5844

Management Contact

Cheryl Humphrey
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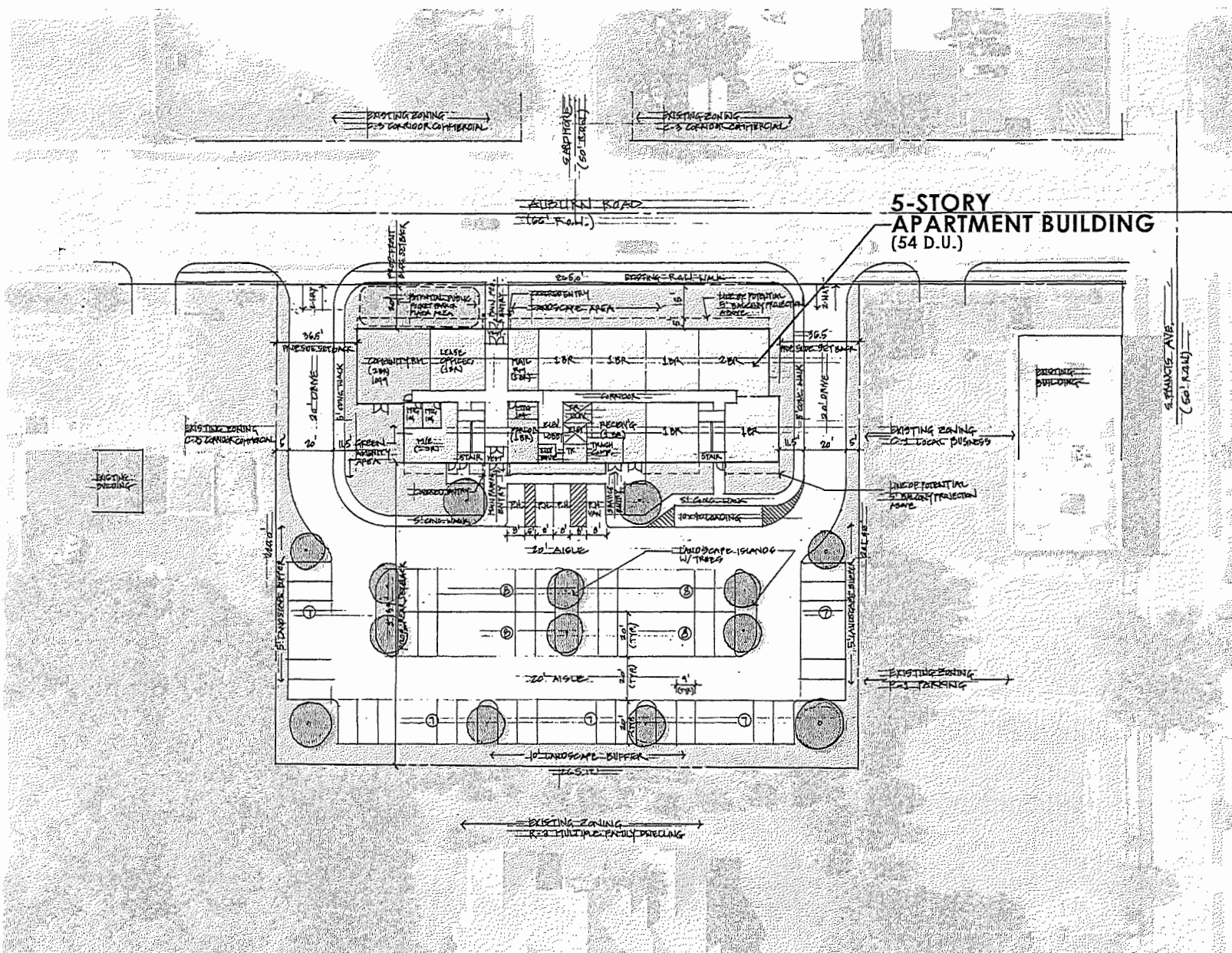
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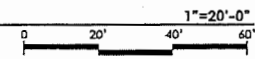


SITE DATA

SITE AREA	±58,300 G.S.F. (PER COUNTY RECORDS) OR 1.34 ACRES	
ZONING	C-1 LOCAL BUSINESS C-3 CORRIDOR COMMERCIAL R3 - MULTIFAMILY DWELLING R4 - MULTIFAMILY ELEVATOR APARTMENT	
EXISTING		
PROPOSED (REZONED)		
MINIMUM LOT SIZE		
REQUIRED (56,250 GSF PER UNIT TYPE LOT REQ/MT)	50,000 GSF	
PROVIDED	±58,300 GSF	
BUILDING HEIGHT		
MAXIMUM	12 STORIES	
PROPOSED	5 STORIES - 56 FEET	
LOT WIDTH		
MINIMUM	150 FEET	
PROVIDED	265 FEET	
BUILDING AREA		
APARTMENT BUILDING		
1ST FLOOR	6 UNITS	±10,984 SF
2ND FLOOR	12 UNITS	±10,984 SF
3RD FLOOR	12 UNITS	±10,984 SF
4TH FLOOR	12 UNITS	±10,984 SF
5TH FLOOR	12 UNITS	±10,984 SF
TOTAL	54 UNITS	±54,920 SF
UNIT COUNT		
1 BEDROOM (677 SF)	45 BR	45 UNITS
2 BEDROOM (942 SF)	18 BR	9 UNITS
	63 BR	54 UNITS
TOTAL LANDSCAPE AREA (FRONT & SIDE YARDS)		
MINIMUM (5% TOTAL SITE AREA)	2,915 GSF	
PROVIDED	±6,604 GSF	
PARKING		
REQUIRED (11.1 SPACES PER BEDROOM)	70 SPACES	
PROVIDED	71 SPACES	
PARKING LOT TREES		
REQUIRED (71 SPACES/6)	12 TREES	
PROVIDED	12 TREES	
NOTE:	FOR CONCEPTUAL USE ONLY. MUST HAVE CURRENT SURVEY TO CONFIRM ALL SITE DATA AND LOT FIT.	



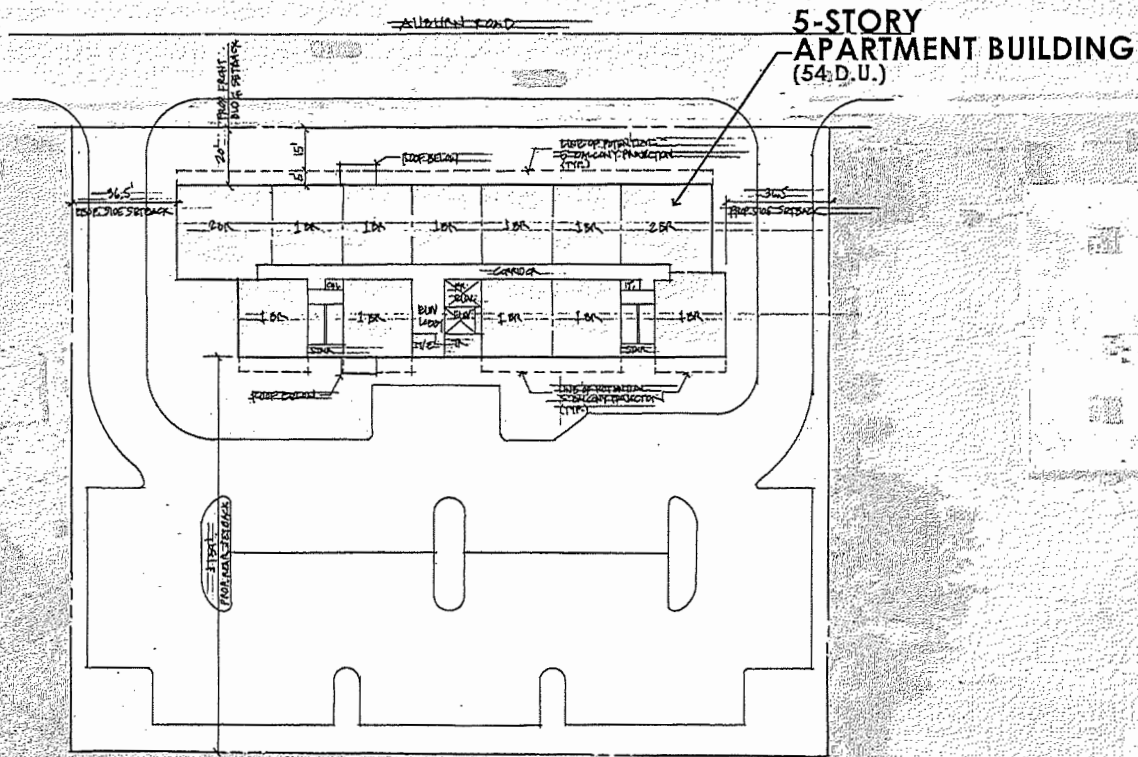
CONCEPTUAL SITE PLAN



LIGHTHOUSE AFFORDABLE HOUSING
454 AUBURN ROAD
PONTIAC, MICHIGAN

FSP FUSCO, SHAFER & PAPPAS, INC.
ARCHITECTS & PLANNERS
250 E. WILSONVILLE RD.
FERRISDALE, MICHIGAN 48224
(248) 461-1111
www.fspshafpappas.com

FUNDING PRESENTATION
06.30.23
OWNER REVIEW
07.25.23
REZONING SUBMISSION
07.28.23
SHEET 1 OF 2





First American

Commitment for Title Insurance
Michigan - 2021 v. 01.00 (07-01-2021)

EXHIBIT A

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

Part of Lot 1, also all of Lot 2, also part of Lot 3, of ASSESSORS PLAT NO. 52, according to the plat thereof recorded in Liber 1B of Plats, page 52 of Oakland County Records, all being described as beginning at the Northeast corner of said Lot 3, thence South 02 degrees 00 minutes 30 seconds East 221.46 feet; thence South 88 degrees 00 minutes 40 seconds West 265.12 feet; thence North 01 degree 59 minutes 20 seconds West 220 feet; thence North 87 degrees 41 minutes 50 seconds East 265 feet to the point of beginning.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50112426 (8-18-22)

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#4

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alexandra Borngesser, Director of Grants & Philanthropy

DATE: September 5, 2023

RE: **Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.**

The City of Pontiac has been awarded \$1,500,000 from the MI Department of Environment, Great Lakes, and Energy through the EGLE High Water Infrastructure Grant Program. The grant award supports the “Pontiac Storm Water Project.” The grant award requires a 25% match and matching funds have been identified from within the City’s FY 2023-24 budget. The acceptance of this award was approved by the Pontiac City Council by way of formal resolution. Budgets for the aforementioned grant awards and their corresponding accounts are below.

GL CODE Name	Account Type	GL Code	Budget Amount
State Grant	Revenue	101-000-539.000-MIEGLE	1,500,000
Services Sewer Maintenance	Expenditure	101-445-936.000-MIEGLE	1,500,000
Local Match	Expenditure	203-463-806.001-MIEGLE	75,000
Local Match	Expenditure	202-463-818.001-MIEGLE	200,000
Local Match	Expenditure	101-447-818.001-MIEGLE	100,000



Council resolution to approve the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.

WHEREAS, the City of Pontiac has been awarded \$1,500,000 from Michigan Department of Environment, Great Lakes, and Energy Water Resources Division State High Water Infrastructure Grant Program in the amount of \$1,500,000; and,

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

WHEREAS, the Pontiac City Council authorized the execution of the grant agreement.

WHEREAS, the grant program requires a minimum of 20 percent matching funds.

NOW THEREFORE, be it resolved that the City Council hereby approves the proposed budget amendment to increase budgeted revenues in the amount of \$1,500,000 to account 101-000-539.000-MIEGLE, and expenditures in the amount of \$1,500,000 to account 101-445-936.000-MIEGLE, \$75,000 to account 203-463-806.001-MIEGLE, \$200,000 to account 202-463-818.001-MIEGLE, and \$100,000 to account 101-447-818.001-MIEGLE.

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

TO: Honorable City Council President and City Council

FROM: Alex Zegarzewski, Department of Parks and Recreation

DATE: September 19, 2023

RE: **Council Resolution to Make Changes/Updates and Approve the First Draft of the Pontiac Oaks Park Action Plan**

The City of Pontiac has been given the first draft of the park action plan for Pontiac Oaks Park from Oakland County and heard the initial overview of the park action plan on September 12, 2023. During the September 12th council meeting, Councilwoman James requested that the park action plan included an analysis to examine the amount of residents within a 10 minute walking distance to Pontiac Oaks Park. Additionally, it was also suggested that a Pontiac Oaks Parks Commission should be formed to be an additional representative for the city when making decisions on improvements for the park.

The next step for the City Council during the first reading is to discuss any more changes needed for this action plan. Once all changes, if any, have been discussed and agreed upon, the Parks Department will report back to Oakland County with the needed changes. Oakland County will then update the park action plan and provide a final draft prior to the council's second reading.

After the Council's second reading, the agreement will go through final authorization by the administration of the City of Pontiac and then Oakland County. This will complete the transition period of the Interlocal Agreement and Oakland County will oversee full operation and maintenance of the City's Pontiac Oaks Park officially on October 1, 2023.



Council Resolution to Make Changes/Updates and Approve the First Draft of the Pontiac Oaks Park Action Plan

WHEREAS, the City of Pontiac has been given the first draft of the Park Action Plan by Oakland county; and,

WHEREAS, The City of Pontiac is to make suggested changes to the Park Action Plan prior to the second reading of the plan; and

NOW THEREFORE, Oakland County can include the suggested changes to the Park Action Plan and then provide a final copy for the City of Pontiac to approve during the second reading of this document. Doing so will then finalize the transition period of the Interlocal Agreement and as of October 1, 2023, Oakland County will begin overseeing operations and maintenance of the City's Pontiac Oaks Park.

OAKLAND COUNTY PARKS

Pontiac Oaks Park Action Plan

Hawthorne Park,
City of Pontiac, Michigan



Approved by Oakland County Parks Commission - DATE TBD
Approved by the Pontiac City Council - DATE TBD

DRAFT DATE: 9/1/2023 6:27 AM

ACKNOWLEDGEMENTS

Oakland County Parks and Recreation Commission

Gary R. McGillivray, Chairman
J. David VanderVeen, Vice Chairman
Ebony Bagley, Secretary
Christine Long, Executive Committee Member
Yolanda Charles, Commissioner
Amanda Herzog, Commissioner
Andrea LaFontaine, Commissioner
Jim Nash, Commissioner
Nancy L. Quarles, Commissioner
E. Lance Stokes, Commissioner

Executive Leadership Team

Chris Ward, Director – Park and Recreation
Melissa Prowse, Manager – Planning and
Development
Jim Dunleavy, Manager – Park and Recreation
Operations

City of Pontiac Mayor and City Council

Mayor Tim Greimel
Councilwoman Melanie Rutherford, District 1
Councilman Brett Nicholson, District 2
Councilman Mikal Goodman, District 3
Councilwoman Kathalee James, District 4
Councilman William Parker, District 5
Councilman William Carrington, District 6
Councilman Mike McGuinness, District 7

Pontiac Oaks Work Team

Add list

Add list

Oakland County Parks and Recreation
2800 Watkins Lake Road
Waterford, MI 48328
OaklandCountyParks.com

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List of Appendices provided separately:

- A. Public Engagement Report (not available, in progress)

Introduction

Hawthorne Park resides on the ancestral, traditional, and contemporary lands of the Anishinaabe, known as the Three Fires Confederacy, comprised of the Ojibwe, Odawa, and Potawatomi. Evidence of a Native presence on and near the land includes its location along the Saginaw Trail, one of the most significant trails in Michigan, and the existence of a secondary trail just to the east.

In 1831 Levi Holden purchased the land that eventually became the park. In the 1850s he sold it to Myron Cobb who in 1860 traded the land and the farm he had developed on it for the farm of John Clemons. In 1869 Clemons sold the land to Charles C. McCartney who developed it into a successful horse farm that included a racetrack. McCartney sold the farm to Buddington Chapman in 1877 and the farm remained in the Chapman family well into the 1900s.

The state of Michigan eventually acquired much of the former Chapman land. In 1941 the City of Pontiac appears to have gotten around 93 acres of this land from the state. It is unclear how the land was deeded to the city. In 1952 the city of Pontiac deeded about 19 acres of this land to the School District of Pontiac. In 1953 Hawthorne Elementary was built on this land. The school was named after the author, Nathaniel Hawthorne, following a naming pattern used by the school district at the time. A few years later Hawthorne Park was developed near the school by the city of Pontiac.

Hawthorne Park is the largest park in the City of Pontiac. This 77-acre park has long been a popular spot in the city for residents to access Creger and Upper Silver lakes, gather with families, and enjoy nature in its large open spaces. Features of the park include a playground, pavilion, picnic areas, horseshoe pits, restrooms, fishing pier, boat ramp, and an 18-hole disc golf course.

Over the years, Hawthorne Park has suffered a lack of investment in its assets and reduced funding for routine maintenance. This disinvestment can be attributed to the economic and population decline in the city caused by changes in the automotive industry beginning in the 1980s, culminating in several years under the oversight of an Emergency Financial Manager appointed by the state and ending in 2013.

Throughout the difficult years, however, Hawthorne Park has been a well-loved park and has benefited from the dedication of local volunteers. Friends of the Pontiac Parks Association was formed in 2012 and has led the charge to clean up and beautify 29 of Pontiac's city parks, including Hawthorne Park, with bright new park signs and a Junior Ranger program.

Now, as the revitalization of Pontiac moves forward, Oakland County Parks (OCP) and the City of Pontiac have entered into the Pontiac Oaks Partnership agreement aimed at rejuvenating and maintaining Hawthorne Park. Under the terms of the Pontiac Oaks Partnership agreement, Oakland County will invest more than \$1.5 million to improve park facilities and assume long-term responsibility for park management and maintenance. The milestones leading to the Pontiac Oaks Partnership are described below and this Park Action Plan is intended to serve as a roadmap for both the city and the county for the future of Hawthorne Park/Pontiac Oaks.



Oakland County Parks and Recreation Master Plan

The Oakland County Parks and Recreation Master Plan 2023-2027 updated the vision of Oakland County Parks (OCP) to focus beyond the parks currently managed by OCP to ensuring that all Oakland County residents experience the benefits of recreation.

“Everyone in Oakland County has access to a park, public space, or recreational opportunity to relax, be active, socialize, and connect with nature.”

The Recreation Master Plan went further to identify four core values that would be the basis for decisions and strategies in the coming five years.

- *Diversity, Equity, and Inclusion*: Ground all actions and decisions in equity and justice and provide parks and recreation services that feel safe and welcoming to everyone.
- *Health and Wellness*: Increase access to the spaces and experiences that promote physical, mental, and social health for all.
- *Environmental Sustainability and Natural Resources Stewardship*: Plan, build, and operate our parks and services in a sustainable manner while collaborating with local communities. Care for the natural environment, preserve land and open space for future generations, meet current recreation needs without compromising the future, and build community resilience and adaptation to climate change.
- *Fiscal Responsibility and Organizational Excellence*: Implement our mission with a robust, innovative, and diverse parks and recreation organization and ground our decisions in sound fiscal policy.

These core values are the foundation for new community partnerships to enhance the access and quality of recreation in local communities in Oakland County. (OCP 1/26/2023)

Healthy Communities Park and Outdoor Recreation Investment Plan

In October 2022, the Oakland County Board of Commissioners approved allocation to the Oakland County Parks and Recreation Commission for \$15M in Oakland County American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds to invest in park and outdoor recreational spaces. OCP agreed to match the ARPA allocation with a minimum amount of \$5.2M (OCP 1/26/2023).

Approximately 60% of this funding was designated for investment in community parks with the remainder to be invested in existing OCP parks. Investment in community parks has the following objectives:

- Transform and eliminate historic inequities in the distribution of the benefits of the Oakland County Parks system and significantly enhance our capacity to serve residents of densely populated, diverse core urban cities.
- Rejuvenate municipal parks that are underutilized due to existing conditions that compromise accessibility, participation, and use by residents, including outdated or inoperable recreation equipment and facilities, deteriorating infrastructure, and disinvestment and underutilization of natural resources/park amenities.
- Sustain the one-time investment of ARPA funding through partnerships that will incorporate four existing municipal parks into the Oakland County Parks system, securing long-term, ongoing investments from OCPR in park facilities and maintenance.
- Expand accessibility and use of existing community park facilities to serve regional recreational needs.

- Make investments in park infrastructure that will have the greatest impact in improving the health and well-being of our residents.
- Provide much needed financial aid to chronically underfunded communities to address priority local park and outdoor recreation needs.

Prior to the BOC approval of the Healthy Communities Investment Plan, the City of Pontiac and OCP signed a Letter of Intent that signified their intention to develop a partnership to invest Oakland County ARPA funds in improvements at Hawthorne Park and for OCP to operate the park for an agreed period of time (City of Pontiac and County of Oakland 9/7/2022).

Interlocal Partnership Agreement

The City of Pontiac and OCP negotiated and signed an Interlocal Partnership Agreement that details the long-term relationship intended to improve Hawthorne Park for the residents of Pontiac and Oakland County, to be managed by OCP as Pontiac Oaks County Park. This Park Action Plan and its component parts are requirements of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023). The Park Action Plan is described in Section 4.7, quoted below:

4.7. Park Action Plan. By November 30, 2023, OCPRC shall create a Park Action Plan. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures but shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Master Plan. OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council.

The Park Action Plan fulfills multiple requirements provided by the Interlocal Partnership Agreement. The table below relates the chapters of the Park Action Plan to individual sections of the Interlocal Partnership Agreement.

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
Introduction	4.7 Park Action Plan
Community Context	
Community Engagement	3.3.4 Park Planning – section indicates the requirement for 2 community forums during the Transition Period
Existing Conditions	3.2.1. Grants & Endowments 3.2.2. Agreements between City and Third Parties 3.3.3. Premises Inspections
Environmental Condition	3.4 Environmental Condition 3.4.1 Environmental Assessments 3.4.2 Copies of Environmental Assessments
Strategic Plan	2.6 Designation of Park & Name of Park 3.3.4 Park Planning

Park Action Plan Section	Interlocal Partnership Agreement Reference / Notes
	3.3.5 Park Programming 4.4 Park Improvement Projects 4.5 Park Maintenance/Repairs 4.7. Park Action Plan – section indicates plan shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. 4.10 Park Access/Parking 4.13 Park Security 4.14 Signs 4.16 Future Real Property Acquisition 5.5 Park Grants
Park Operations and Maintenance Plan	1.13 Park Fees and Charges 1.14 Park Revenue 4.3 Park Management and Operations 4.6 Park Utilities and Services 4.8 Park Operations and Management Plan 4.10 Park Access/Parking 4.12 Park Rules 4.13 Park Security 4.15 Volunteers 4.17 Sponsorship of Events/Programs at Park by Third Parties 4.18 Use of Park by Third Parties 4.19 Use of Park by the City 5.2 Establishment of Park Fees & Charges 5.3 Park Revenue 5.4 Annual Accounting and Audits
Capital Improvement Plan	1.2 Capital Improvement Project 4.4 Park Improvement Projects 4.9 Park Capital Improvement Plan 5.1 Initial OCPRC Investment

The final sections, provided for reference, include:

- Letter of Intent (9/7/2022)
- Interlocal Partnership Agreement (6/23/3023)
- Transition Period Plan (6/28/2023)
- References
- End Notes

Appendices, provided separately, include:

- A. Public Engagement Report (in process)
- B. Phase I Environmental Site Assessment (5/19/2023)
- C. Phase II Environmental Site Assessment (8/23/3023)
- D. Due Care Plan (in process)

Community Context

Hawthorne Park is in the northwest corner of the City of Pontiac. The park's west boundary is directly adjacent to the Charter Township of Waterford.

Community Description – City of Pontiac

The City of Pontiac, located about 20 miles northwest of Detroit, is the county seat of Oakland County and a part of the Metro Detroit metropolitan area. Pontiac has a total area of 20.29 square miles. Pontiac is bounded by the City of Auburn Hills to the east and north, the City of Lake Angelus to the north, the Charter Township of Waterford to the west, and the Charter Township of Bloomfield to the south.

Founded in 1818, Pontiac was the second European-American organized settlement in Michigan near Detroit, after Dearborn. Pontiac is part of the former Pontiac Township, which now includes the cities of Pontiac, Lake Angelus, and Auburn Hills. The last remaining portion of the township incorporated as the city of Auburn Hills in 1983.



In 2023, Pontiac has a population of 62,749 people. It is the most diverse city in Oakland County, with a Diversity Index of 78 compared to 54 for Oakland County. The Diversity Index from Esri represents the likelihood that two persons, chosen at random from the same area, belong to different races or ethnic groups. The city has a majority non-white population, with 50% Black/African American and 12% reporting two or more races. The Hispanic population is 10%, with 16% of the population speaking Spanish in the home. The median household income for Pontiac residents is \$38,810, with 30% of households below the federal poverty level. See data tables at the end of this section.

The City of Pontiac owns 36 public parks and/or recreational facilities, totaling 530.26 acres of land. The *5-Year Park and Recreation Master Plan*, adopted by the City Council on January 29, 2021, inventories these recreation sites, and sets goals for future improvements. Hawthorne Park is one of eight community parks identified in the Recreation Master Plan that is focused on meeting community-based recreation needs, as well as preserving unique landscapes and open spaces (Pontiac 1/29/2021).



10-Minute Drive-Time Analysis

With future investment and operation of Hawthorne Park by Oakland County Parks in collaboration with the City of Pontiac, we also consider the demographic characteristics of people living within a 10-minute drive of the park. The 10-minute drive time area includes most of Pontiac and parts Waterford Township, Auburn Hills, and Lake Angelus. The population within the 10-minute drive of Hawthorne Park is 103,000 people.

The 10-minute drive time area is slightly less diverse than the City of Pontiac and more diverse than Oakland County with a diversity index of 73 compared to 54 for Oakland County and 78 for Pontiac. 24% of the population is Black/African American, compared to nearly 50% in Pontiac and 14% in Oakland County. Like Pontiac, the Hispanic population is 10%, but with fewer speaking Spanish in the home – 11% for the area compared with 16% in Pontiac.

The median household income for residents of this area is \$56,094, with 18% of households below the federal poverty level. See data tables at the end of this section.

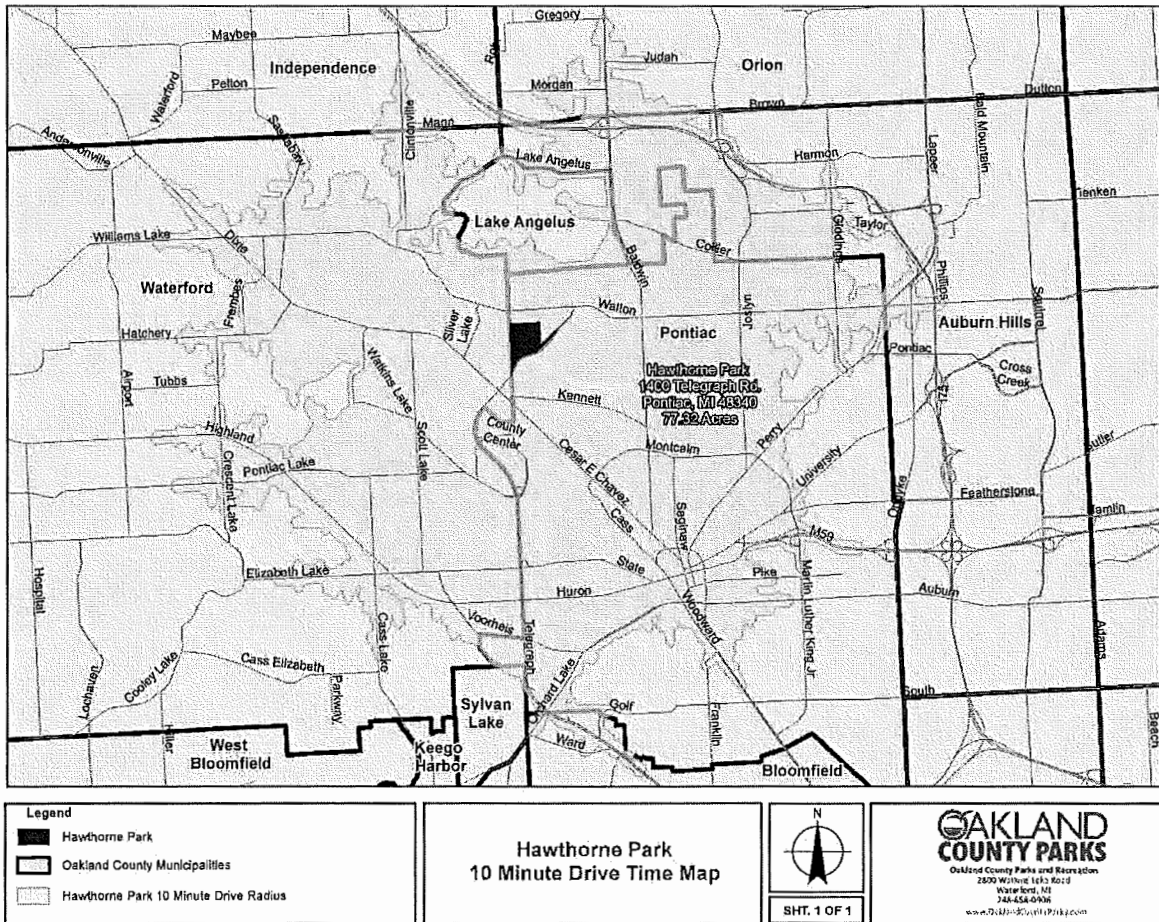


Table 1: Population and household income

Geography	2023 Total Population	2023 Median Household Income	2021 Total Households
Pontiac City, MI	62,479	\$38,810	24,548
Hawthorne Park (10-minute drive)	110,590	\$56,094	45,135
Oakland County, MI	1,285,938	\$91,020	520,393

Table 2. Demographic comparison – Diversity Index

Geography	2023 Diversity Index
Pontiac City, MI	78
Hawthorne Park (10-minute drive)	73
Oakland County, MI	54

Figure A: Demographic comparison – Race and ethnicity

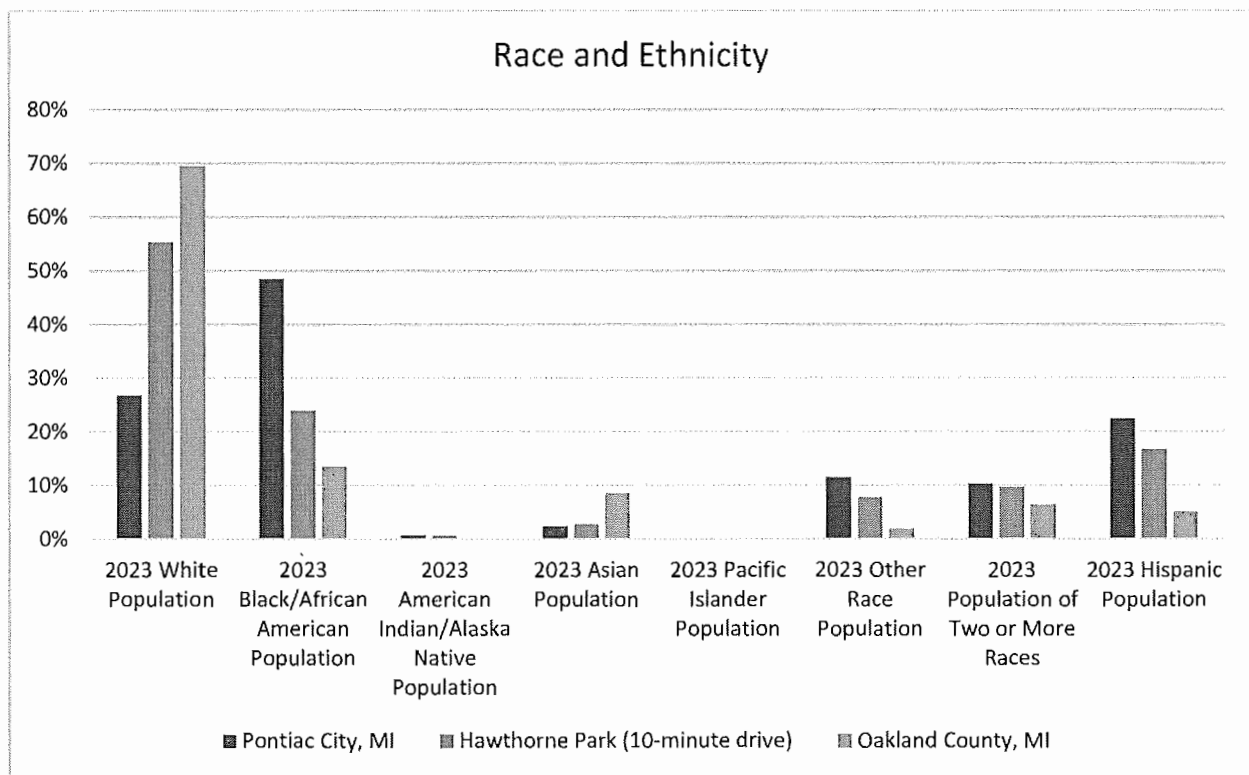


Figure B: Demographic comparison – Languages spoken in the home

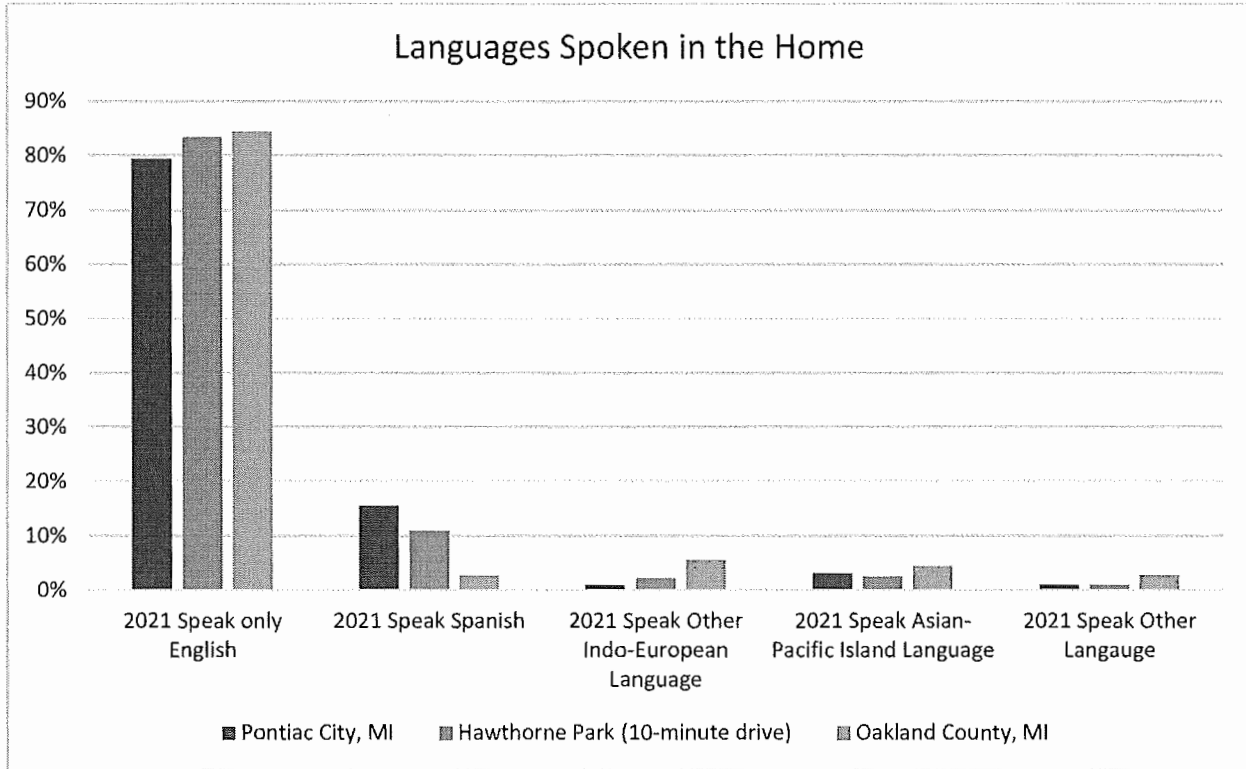
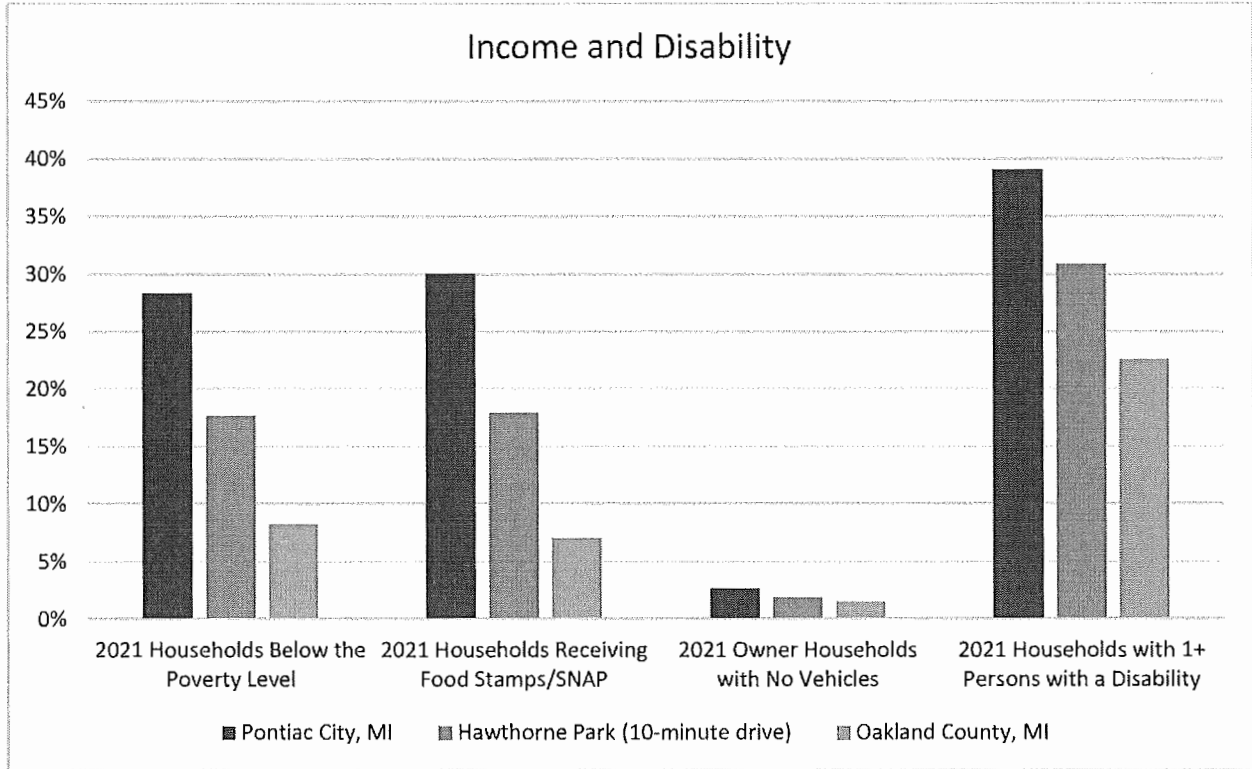


Figure C: Demographic comparison – Age – forecasted

ADD THIS TABLE

Figure D: Demographic comparison – Income and disability



Community Engagement

The Pontiac Oaks Park Action Plan is built on input from the public, park users, and local officials and stakeholders. We seek engagement on multiple levels and on multiple occasions and will continue to engage the community as planning and on-the-ground activities commence. Two types of community engagement will be done for Pontiac Oaks: planning engagement prior to creating a vision and goals and a preliminary action plan for the park and design engagement to engage the community in planning specific amenities and improvements as part of an overall master plan.

Planning Engagement

The purpose of planning engagement is to understand how people engage with the park and what is important to them about the park. We are not proposing anything, we are listening. The community engagement summarized in this Park Action Plan is planning engagement.

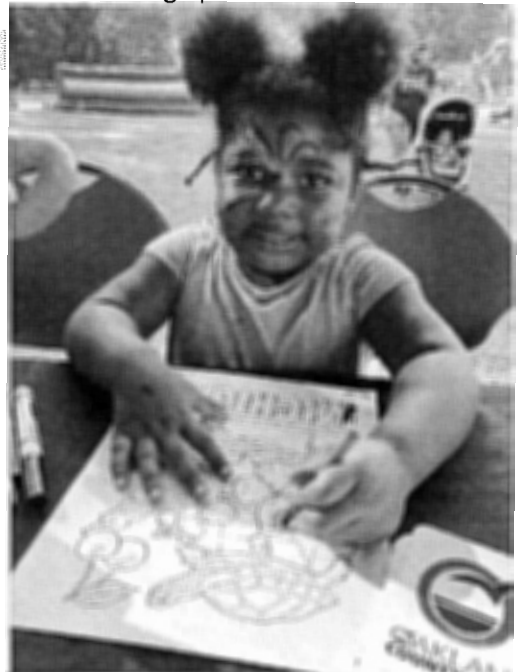
As part of planning engagement, we communicate with stakeholders and conduct research to help us better understand the community and its characteristics such as languages spoken, demographics, median income, and potential barriers to park use. The results of research and engagement will help prioritize design of future improvements and help guide decisions.

Design Engagement

The purpose of this engagement is to share multiple design scenarios with the public and get information on their preferences and why. This will be led by the design consultant with support from OCP Planning and Design staff. The planning engagement above will provide important information about the community's priorities and needs into the design process. Following an internal review process, the consultant will develop multiple design visions/layouts. After we determine these are feasible alternatives, we will host one or more open houses that include a design charette where designers and staff share multiple concepts with the community and ask for their input. Design engagement will occur after this Park Action Plan is approved and the design process commences.

Existing Community Engagement Data

We consulted reports from recent community engagement. The key documents consulted for Pontiac Oaks are the 5-Year Parks and Recreation Master Plan documents for the [City of Pontiac](#) (Pontiac 1/29/2021) and [Oakland County](#) (OCP 1/26/2023).



Hawthorne Park Community Engagement¹

Park public engagement is a requirement of the Interlocal Partnership Agreement.

3.3.4. Park Planning. During the Transition Period, the County shall: (1) assume primary responsibility for park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.

Introduction

The purpose of this public engagement was to understand the stakeholders and community members who are already invested in the property of Hawthorne Park, to gain insight into any information about the property they might have, and to evaluate what the community would like to see in the park under Oakland County Parks management and through capital improvements. It was also the intention of Oakland County Parks to reach community members who are not currently engaged in the park or who have not historically felt welcomed or invited into parks, identify barriers to their participation and address gaps in equitable park access.

Community Outreach

Oakland County Parks used strategic methods to invite Pontiac residents to participate, both in the survey and to come engage with us during the public open houses. A few examples of these methods were:

- Collaborating with community organizations who are already trusted by Pontiac residents.
- Combining one community engagement open house with a large, free community event at Hawthorne Park with inflatables, face painting, a DJ and more.
- Sending out postcards to all addresses within a 10-minute drive time radius of Hawthorne Park with event dates and QR code.
- Translating all materials into Spanish to make them more accessible to Pontiac's Hispanic population.

Preliminary Summary of Survey² and Open House Responses

The survey was launched online on August 7, 2023, and as of August 30, received 228 responses including online and in-person responses. Approximately one third of the responses are from a Pontiac zip code. We conducted two survey analyses – one that includes all survey respondents and one from Pontiac zip codes only.

Three open house events were held at Hawthorne Park. Monday, August 21 at 6-8pm; Tuesday, August 21 at 5-8pm; and Saturday, August 28 at 1-3pm. The Tuesday event coincided with a large community event at the park. Approximately 120 people attended the open houses and interacted with staff.

In the survey, we asked participants to rate various park elements and activities. They were also invited to provide comments and add topics that were not on the list. At the open houses, we asked participants to place dots to prioritize various park elements for investment – approximately 214 votes

¹ See Appendix A for the full Hawthorne Park Public Engagement Report (pending).

² The online survey is still open, and responses being collected. This section contains a preliminary analysis of surveys collected to date.

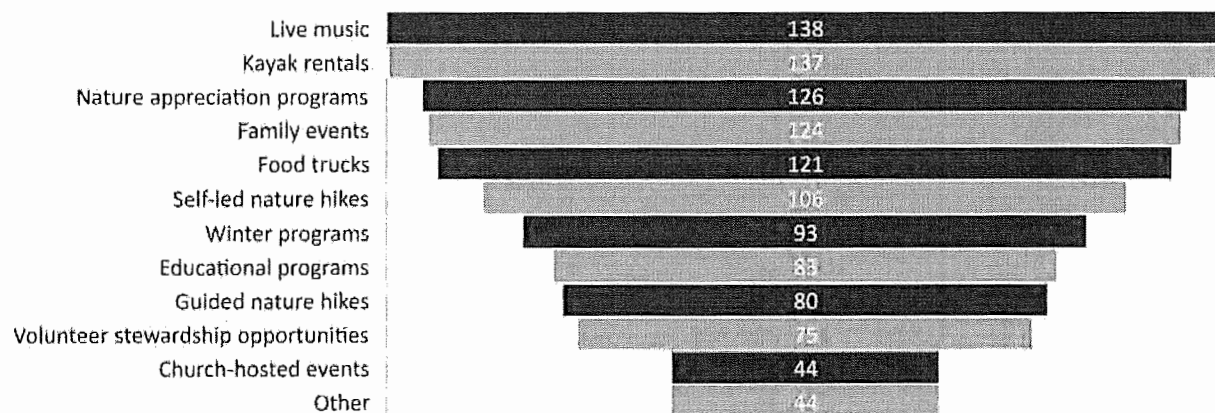
were cast. The preliminary results below are from these questions. To the extent feasible, the actions identified in this Park Action Plan will align with the priorities identified by the Hawthorne Park community engagement and will be noted in the following sections: Strategic Plan, Capital Improvement Plan, Park Operations and Maintenance Plan, and Security Plan.

Data tables below are under development – preliminary results summarized below.

Table 3: Park features and elements: Top 5 ranked topics

Topic	Rank – Pontiac Residents	Rank – All Survey Responses	Comments – All Survey Responses	Rank – Open Houses
Natural resources and natural spaces	#1 – Trees and natural space #2 – Quiet areas and scenic views	#1 – Trees and natural space #2 – Quiet areas and scenic views	#5 – Natural areas	#3 – Protect lake water quality #4 – Increase views of the lake
Facilities	#4 – Pavilion	#4 – Disc golf course #5 – Pavilion	#1 – Bathrooms #2 – Walking trails	#1 – Improved bathrooms #5 – Fun playground features
Open space	#3 – Open spaces for play #5 – Picnic area with grills	#3 – Open spaces for play		
Operational			#3 – Regular park maintenance #4 – Safety concerns	#2 Community Events

Figure E: Activities and programs: Ranking of all survey responses (227 respondents cast 1171 votes)



Playground Project Board

In addition to the overall community engagement, people attending the open houses were asked to participate in decisions about playground improvements. They were shown a rendering of the new playground structure that will replace the existing outdated structure for 2–5-year-olds. The structure will have some ground elements surrounding it, and participants voted on their favorites. They were allowed two votes for each category which would be used to inform the purchase of one bouncer and two instruments for the play area. Over 120 votes were cast.

The top two bouncer votes were Lucky Lady Bug (27 votes) and Spaceship Columbia (22 votes). Staff selected the Spaceship over the Lady Bug because it allows tandem play, and it incorporates the theme of the former Spaceship play-structure that was spoken of frequently in public engagement with excitement and fondness.

The top two instrument votes were for Concerto Tall Chimes (53 votes) and Concerto Vibes (39 votes). Both elements will be incorporated into the playground, allowing for sensory-rich play and opportunities for intergenerational engagement.

Citywide Engagement

Public engagement was conducted in 2017 and 2018 for development of the City of Pontiac 5-year Parks and Recreation Master Plan using the following methods:

- Community meetings and events
- Pontiac Community Survey conducted by Healthy Pontiac, We Can!

Details about these methods and their main takeaways are in the table below. Unless otherwise indicated, the responses outlined below reflect the community’s priorities and opinions for the entire Pontiac park system. Any responses specific to Hawthorne Park will be noted.

Table 4: Community meetings and events – total estimated engagement at all events – 358 people

ACTIVITY	MAIN TAKEAWAY(S)
Verbal prompts, feedback and discussion Open-ended question board 1. What do you like about Pontiac parks? 2. What don't you like? 3. Programs or events 4. What's missing from Pontiac Parks?	Open-ended responses were combined into the following themes: <ul style="list-style-type: none"> • Facilities and equipment- specifically: playground equipment for smaller children, places to relax, more picnic tables and grills. Also an urgent need to update existing facilities for safety. • Park Maintenance- general daily maintenance • Beautification- remove trash and graffiti, park adoption, historical signage • Comfort Stations- working restrooms that are open during park hours and more pavilions or shady locations • Water features- splash pad, boating access, swim, fountains, etc. • Park security- regular police patrols, lighting, locking parks at night, security cameras • Events and activities – programming for diverse populations • Community centers • ADA accessibility- increase accessibility overall
Three-question survey: 1. Top 3 issues that need to be addressed in Pontiac Parks. 2. Park used most often 3. What would you do to make it better?	
Facility prioritization board	Top five voted on park features were: <ol style="list-style-type: none"> 1. Splash pad 2. Restrooms 3. Basketball courts 4. Barrier free playground 5. Soccer/football/multi-use field
Creative arts- Park map design	Consistent theme was desire for walking paths
Creative arts – drawing and story-telling	Children and young adults asked to draw picture/write story about what they want to see in their parks, what they already enjoyed and what they would like unchanged. Common themes from open drawing activity included: <ul style="list-style-type: none"> • Socialization – space for family and friends • Nature - connecting with nature, including trees, grass, water and animal • Sports – variety of sports (basketball, baseball, soccer, etc.) • Events- attending community events like movie nights and carnivals.

ACTIVITY	MAIN TAKEAWAY(S)
Budgeting exercise	When given \$100 hypothetical dollars to invest into parks, top three invested areas were installation of new equipment (18%), youth programs and leagues (18%) and park maintenance (15%)

Table 5: Pontiac Community Survey conducted by Healthy Pontiac, We Can! – 345 surveys analyzed

QUESTION/TOPIC	MAIN TAKEAWAY
Demographics	<ul style="list-style-type: none"> Demographic data was relatively consistent with census data for Pontiac apart from respondents identifying as Hispanic. Survey respondents identifying as Hispanic were only about 10.7% of total respondents, compared to census data identifying 17.2% of Pontiac residents as Hispanic. Additional efforts to reach and hear from Hispanic residents is a priority. 58.5% of respondents did not report having any children in the home
Community health priorities- When asked to rank the following prompts in order of importance, results were as follows:	<ol style="list-style-type: none"> 1. Improve neighborhood safety (25%) 2. Improve access to health care (19%) 3. More exercise/PA opportunities (19%) 4. Improve nutrition and eating habits (17%) 5. More community events and activities (16%)
Transportation	<ul style="list-style-type: none"> Driving most common mode of transportation (76.7%) followed by walking (7%), bus (6.1%), carpooling (4.4%), biking (2%) Over 50% of respondents use public transportation at least once a week, with 17.3% using it every day. Most commonly reported barriers to using public transportation: bus routes do not go to desired pickup/destination (57%) and not feeling safe using public transportation (16.6%)
Public parks, trails and green spaces	<ul style="list-style-type: none"> Hawthorne Park reported as the park closest to 10.7% of respondent households, while 14.7% of respondents did not know which park was closest. 34.2% of respondents reported not using Pontiac parks The most reported barrier for respondents that prevents them from using parks is feeling unsafe, indicated by almost 50% of responses.
Pontiac's Parks and Recreation	<ul style="list-style-type: none"> 71% of respondents agree that a park is a place to go with family, 46% feel parks are a <i>safe</i> place for families and over 50% of respondents state that the parks near them are not free of crime. Respondents prioritized maintenance of existing parks and upgrading current facilities as their top two priorities, both rated by more than 86% of respondents as very important or top priority. Open space preservation and new parks and facility development were ranked as their lowest priorities, but still over 65% of respondents agreed they were either very important or top priorities.
Physical activity	<ul style="list-style-type: none"> Slightly less than half of respondents engage in at least 30 minutes of physical activity at least 3 days a week.

QUESTION/TOPIC	MAIN TAKEAWAY
	<ul style="list-style-type: none"> • Parks (14%) and trails (11%) are the fifth and sixth most popular sites, respectively, where respondents are physically active. The top four were home (57%), sidewalks (29%), gym (27%) and other (19%). • The greatest barrier to outdoor physical activity reported by respondents (73%) was not feeling safe outdoors.

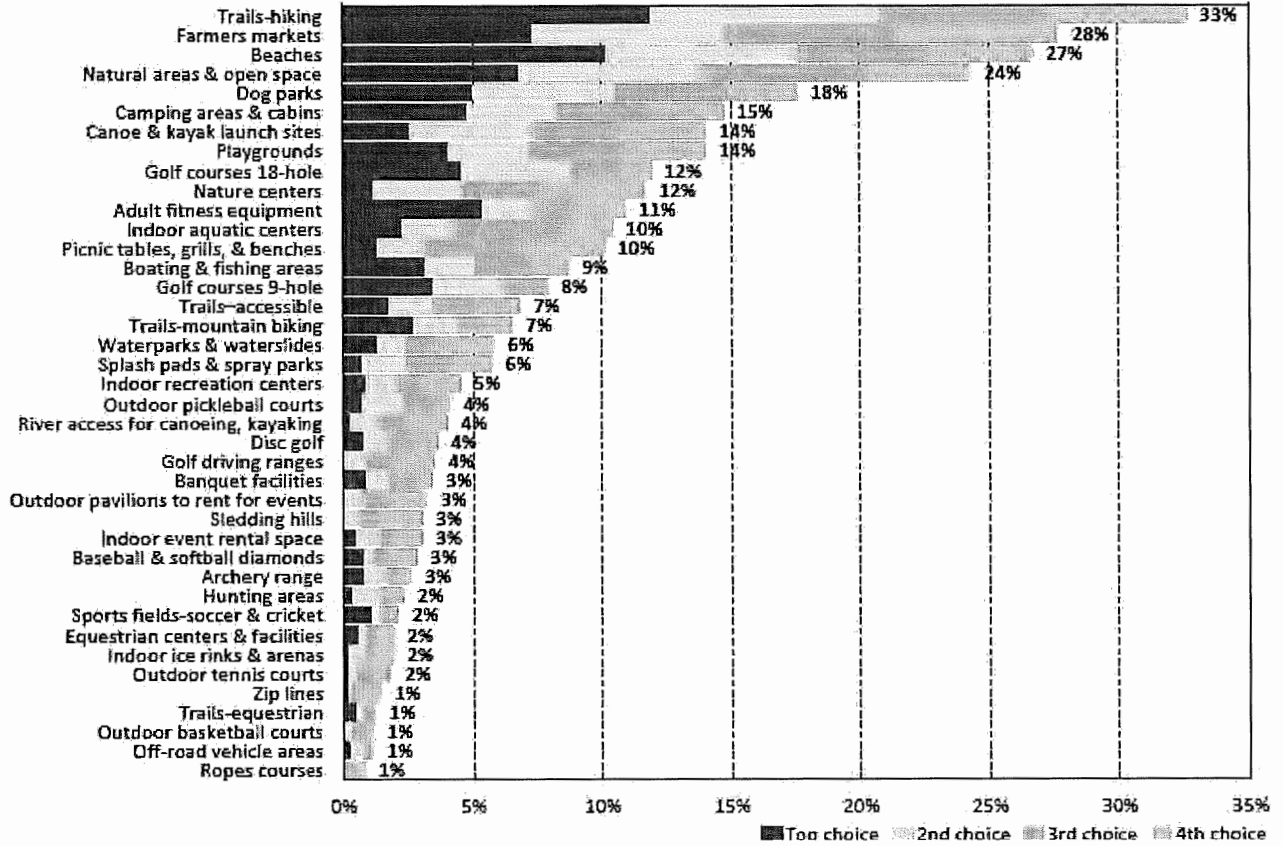
Countywide Engagement

Oakland County Parks conducted the Community Needs Assessment in 2022 which provided baseline insight to the park needs of county residents (ETC Institute 2022). Main takeaways from this engagement as it pertains to Hawthorne Park planning are as follows:

- **Future of Parks and Recreation:** When asked for their priority actions for Oakland County Parks, the highest number of respondents felt managing freshwater and stormwater resources to protect water quality and reducing flooding was very important (73%). Other actions respondents felt were very important were maintaining roads and park infrastructure (61%) and reducing waste by recycling and composting (60%).
- **Barriers to Recreation:** The highest reported barriers to recreation in the county-wide survey were lack of information, not liking the outdoors and not having time. The least reported barriers at the county level were a lack of adequate transportation and feeling unwelcome.
- **Important Park Features:** The amenities/facilities that were most important to respondents are displayed on the chart below, with the top four choices being Trails-hiking, Farmers markets, Beaches and Natural areas/open space.
- **Most visited Facility Type-** Trails, Farmers markets, Natural areas and open space and beaches were also the top four choices selected by respondents as their most visited facility type.
- **Priorities for Facility Investment-** Priority Investment Ratings were developed based on the importance of an amenity and the number of residents with an unmet need for that amenity. The same four items were ranked at the highest PIR: Beaches, Trails-hiking, Farmers markets, Natural areas and open space.
- **Priorities for Programming:** Measured using the same formula as the facility PIR, the top priority programs are Adult fitness & wellness programs, Farmers market programs, Community festivals, Art/antique/craft shows, and Food truck rallies.
- **Demographics:**
 - Respondents' demographic data reflect the US Census data relatively well for Oakland County in regard to race/ethnicity, gender and age. These numbers differ significantly from the US Census data on race/ethnicity for the City of Pontiac.
 - The Community Needs Assessment for Oakland County reflected 26% of respondents in the county make less than \$50K annually, whereas the respondents to the City of Pontiac survey described in the next section reported 72.5% in the same income category.
 - Due to the significant differences between the county as a whole and the City of Pontiac in these historical markers of inequitable park access, Oakland County Parks recognizes

the need for more targeted engagement opportunities for the residents of Pontiac (NRPA 5/1/2021).

Figure F: Parks and Recreation Facilities Most Important to Households by percentage of respondents who selected the items as a top priority



Environmental Condition

Investigation of the environmental condition of the property is a requirement of the Interlocal Partnership Agreement.

3.4. Environmental Condition.

3.4.1. Environmental Assessments. During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.

3.4.2. Copies of Environmental Assessments. OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.

3.4.3. Termination Related to Environmental Assessments. Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

Phase I Environmental Site Assessment

The Phase I ESA was conducted by ASTI Environmental, with the final report dated May 19, 2023.

The report indicated that the presence of a historic landfill on the property constitutes a Recognized Environmental Condition (RECs):

“Historical reports indicate that a portion of the former city landfill was operated on the southwest portion of the Subject Property. The site was used as a landfill from approximately 1955 to 1969. The presence of buried waste of unknown origin or characteristics represents a potential for impact to soil and groundwater quality at the property, the nature and extent of which are not presently known.” (ASTI 5/19/2023)

Phase I ESA final report has been provided to the City of Pontiac.



Phase II Environmental Site Assessment

The Phase II ESA was conducted by ASTI Environmental, with the final report dated August 23, 2023.

The report indicated that based on the laboratory analytical results for samples collected at the park property, it was the opinion of ASTI that the property is a “facility” as defined in Part 201 of Michigan’s Natural Resources and Environmental Protection Act, 1994 PA 451, as Amended (Part 201).

ASTI recommended that OCP have a Baseline Environmental Assessment (BEA) prepared for the property to obtain statutory liability protection for the pre-existing contamination and have a Due Care Plan (DCP) completed to satisfy the Part 20107(a) due care obligations. To complete the DCP and based on the intended continued usage of the property as a park, ASTI further recommended additional soil sampling to further evaluate the direct contact pathway. (ASTI 8/23/2023)

Phase II ESA final report has been provided to the City of Pontiac.

Baseline Environmental Assessment

This section is in process.

Due Care Plan

This section is in process.

Existing Conditions

Documentation of the existing conditions of the park is a requirement of the Interlocal Partnership Agreement.

3.3. Rights and Obligations During the Transition Period

3.3.3. Premises Inspections. During the Transition Period, the County shall inspect the infrastructure of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, playground equipment, trails and pathways, boat launch and dock. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.

Location

Hawthorne Park is the largest park in Pontiac and is in the northwest portion of the city (Council District 4), between Dixie Hwy and Walton Blvd, on the northwest side of Telegraph Rd. The 77.33-acre park is adjacent to approximately 19 undeveloped acres to the east, owned by Pontiac School District.

Address: 1400 Telegraph Rd. Pontiac, MI 48340

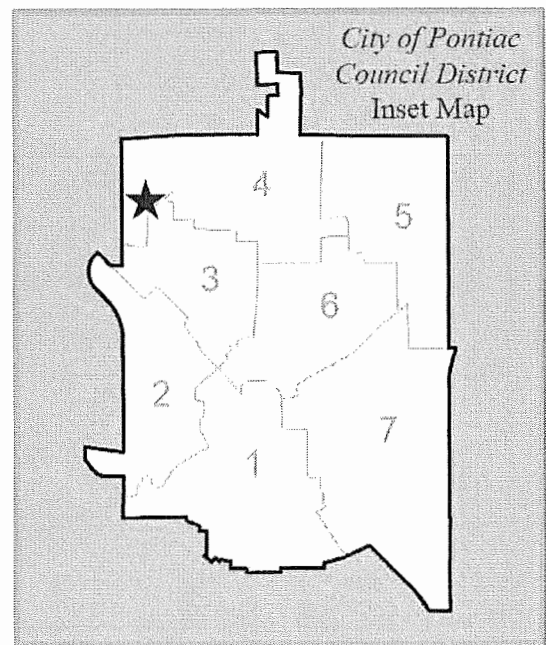
Township and Range: Township 3 North, Range 10 East

Quarter Section: NW ¼ of Section 18

Park Description

Hawthorne Park is rich with diverse open spaces, wetlands, woods, picnic and play areas, and a disc golf course. The park is on Creger Lake with access to Upper Silver Lake and has a fishing pier and boat ramp, providing access to a larger chain of lakes and the Clinton River. Park features include:

- 18-hole disc golf course
- Trails /boardwalks
- Playground
- Pavilion
- Picnic areas
- Restrooms (closed)
- Open spaces
- Approximately 0.35 miles of combined frontage on Creger Lake and Upper Silver Lake
- Fishing pier
- Boat launch



Grant History³

Unless otherwise noted, all grant-funded facilities and improvements listed in the table below remain open to the public for the purpose of outdoor recreation.

Grant Number	Source	Year	Summary
26-00110	Land and Water Conservation Fund	1968	Acquisition of a 36-acre addition to existing city park
26-00148	Land and Water Conservation Fund	1968	Purchase of playground/park equipment for 19 parks in the City of Pontiac
TF97-232	Michigan Natural Resources Trust Fund	1997	Renovate boat launch and pave parking lot

Other Property Restrictions⁴

Michigan Department of the Environment, Great Lakes, and Energy (EGLE) holds a conservation easement. Conservation Easement 00-63-0419P comprises 1.66 acres of protected wetland between the circle drive to the boat launch and the eastern boundary of the park. The easement, established in 2004, currently contains several native plants that were likely seeded into the site but is invaded by a large population of Phragmites which will be treated.

Figure G: EGLE Conservation Easement Location



³ Documentation of existing grants and endowments is a requirement of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 3.2.2).

⁴ Documentation of agreements between the city and third parties is a requirement of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 3.3.2).

Natural Resources

For almost 2 million years, southeast Michigan and Oakland County were covered by glaciers that retreated at the end of the last ice age approximately 10,000-15,000 years ago. Dominant landscape features including hills, lakes, and rivers; and resulting natural communities consisting of plants and animals are based on the soils and resulting ecosystems that formed since that glacial retreat. Indigenous populations managed those ecosystems for thousands of years using techniques such as prescribed fire. The introduction of European settlement in Oakland County in the 1800s resulted in the conversion of natural ecosystems to agriculture and industry. Hawthorne Park was no exception and was managed as for agricultural purposes as detailed in the Introduction.






Hawthorne Park was likely an oak dominated landscape, like much of Oakland County, prior to European settlement and shows remnants of various types of oak forests. The topography of the park varies by about 30 feet from the highest point adjacent to Telegraph Road and slopes generally downhill toward the lake edges. The park contains portions of both Creger Lake and Silver Lake which are part of a larger chain of lakes within the Clinton River Watershed. Creger Lake is approximately 20 feet deep, and Silver Lake is slightly deeper at 30 feet deep both with significant shoreline within Hawthorne Park. Creger Lake shows capacity to support a quality fishery. In addition to the aquatic vegetation community, water quality data shows high dissolved oxygen levels, moderate water temperatures and good salinity and pH values. However, there is a lack of habitat structure in the lake, with the only heterogeneity coming from the plant community mentioned.

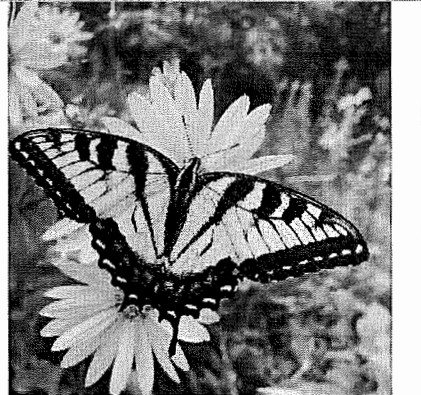
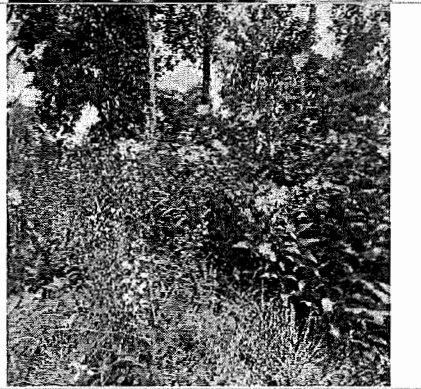


Threats to the current ecosystems are primarily found in the form of invasive species and forest pests and diseases. A number of common invasive shrubs and woody plants are dominating sections of the forests and much of the shoreline is degraded by invasive narrowleaf or hybrid cattail, and Phragmites. Additionally, oak wilt has been found within the park and is a significant threat to the existing recreational areas where large oaks provide much of the on-site shade. Loss of oaks within the park would also change the community composition of the forests dramatically.

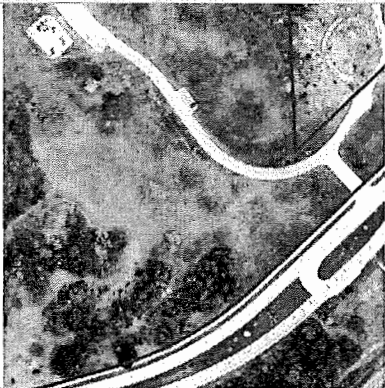
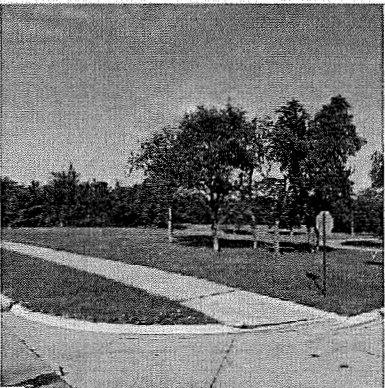
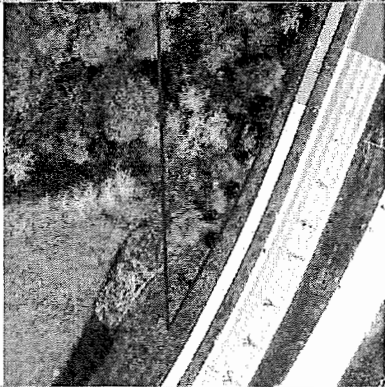
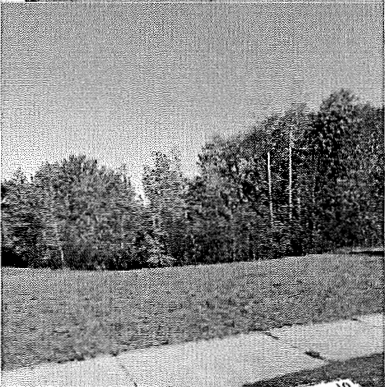
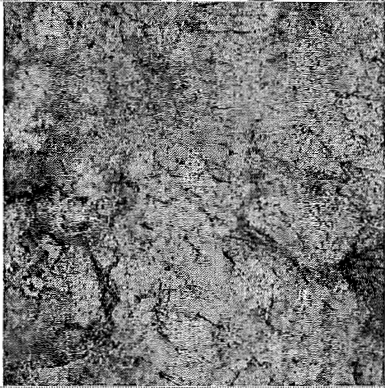

Restoration and management of Hawthorne Park will focus on re-establishing natural processes, connecting existing ecosystems, and increasing native plant and wildlife populations. Restoration will initially focus on reconnecting the shoreline to the park through: the removal of invasive species; additions of woody structures, coir logs and/or stone toes; and the restoration of native plants to improve habitat for terrestrial and aquatic animals and improve recreational opportunities (fishing) and aesthetics. Additionally, removal of priority invasive species throughout the park, reintroduction of prescribed fire, and seeding and planting of native species would improve the natural function of the park significantly. Careful attention to the oaks on-site will be necessary to attempt to prevent the spread of oak wilt as much as possible.

Finally, extensive surveys of the property are necessary to map specific natural communities within the Michigan Natural Features Inventory (MNFI) framework, identify rare and unique native wildlife including fish populations, and set specific management targets.

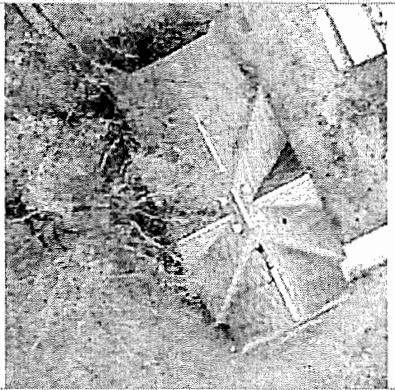
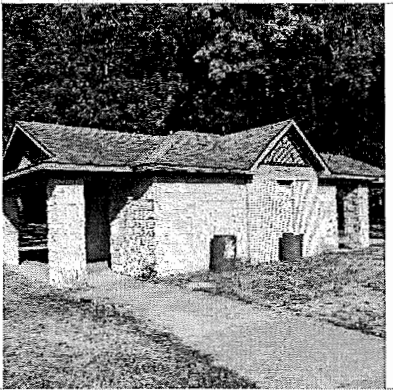
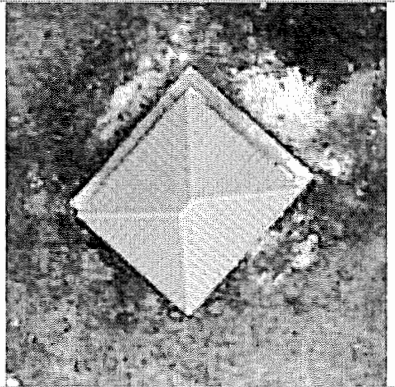

Natural Assets	Photo
<p>Freshwater Resources (Silver Lake, Creger Lake) Additional surveying for management areas, habitat delineation necessary.</p>	
<p>Wetland Resources Additional surveying for management areas, habitat delineation necessary.</p>	
<p>Forests and Oak Dominated Recreational Areas. Additional surveying for forest composition and pests/disease necessary.</p> <p>Add notes about oak wilt site.</p>	

Natural Assets	Photo
<p>Street and Landscape Trees Additional surveying necessary to determine maintenance needs.</p>	
<p>Wildlife Additional surveying to identify rare and unique native wildlife and nuisance wildlife</p>	
<p>Natural Areas Additional surveying for management areas, invasive species and natural community delineation necessary. Restoration of the existing conservation easement.</p>	

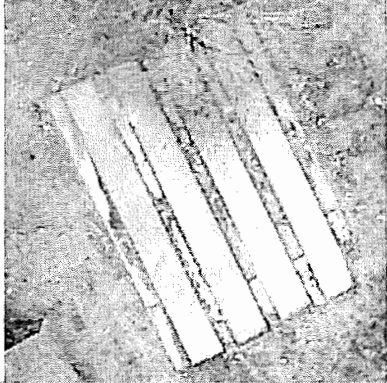

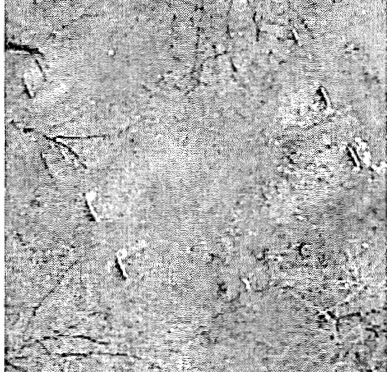

Boundaries

Boundaries	Aerial Photo (2020)	Photo
<p>Telegraph Road There are no boundary markers for the southern border of Ambassador Park along Telegraph Rd. Photo – May 2023</p>		
<p>Southwestern corner At the southwest corner of the park, there are no boundary markers or fences to indicate the park boundaries. Photo – May 2023</p>		
<p>Western edge The western edge of the park that is adjacent to residential neighbors has a chain link fence, though ownership of the fence is unknown. The fence is broken and collapsing in several places, as in the picture shown here. Photo – May 2023</p>		

Buildings

Buildings	Aerial Photo (2020)	Photo
<p>Restrooms Restroom building closed to public use. Hole in roof dates to before 2020. Photo – 7/11/2022</p>		
<p>Restrooms Restroom building renovation completed on DATE included LIST. Photo – NEW DATE</p>		
<p>Pavilion Restroom building closed to public use. Hole in roof dates to before 2020. Photo – 7/11/2022</p>		

Courts and Fields


Courts and Fields	Aerial Photo (2020)	Photo
<p>Shuffleboard</p> <p>Four concrete strips approximately 50' x 6' each with gaps between, for a total area of about 50' x 40'.</p> <p>Photo – October 2021</p>		
<p>Horseshoe Pits</p> <p>Four horseshoe pits with wooden backstops, each measuring approximately 46' long with spaces between, for a total area of approximately 46' x 50'.</p> <p>Photo – October 2021</p>		


Disc Golf Course

The eighteen-hole disc golf course weaves throughout park property, with cement tee boxes. Tee boxes and holes were installed after the 2020 aerials were captured but locations are noted on the aerial shown here with white dots.

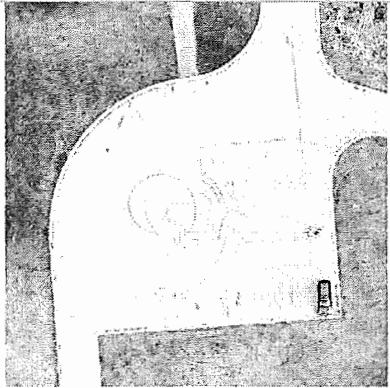

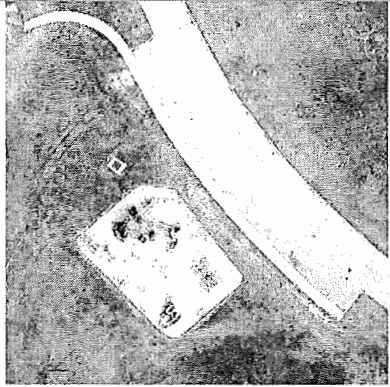




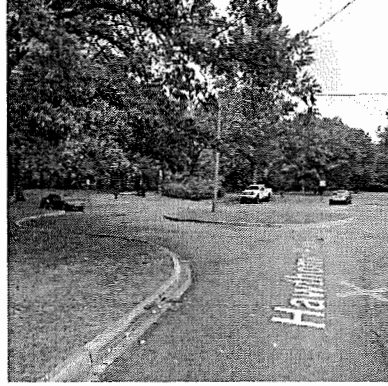
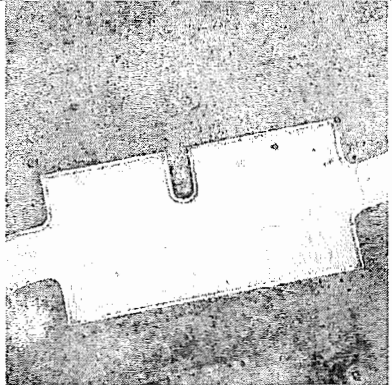


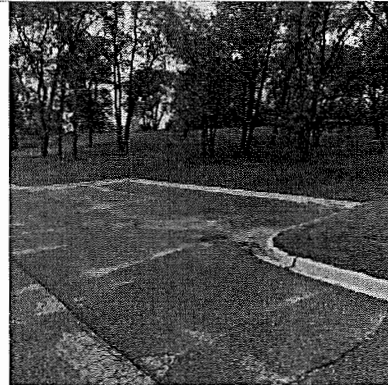
Disc Golf Course Holes	Photo	Photo
<p>Hole 1 has two tee boxes, the longer of which (490') is located northwest of the boat launch parking lot. The shorter tee (330') is approximately 200' south of that tee. Basket is near trailhead into woods.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 2 runs approximately 25 feet inland and about 250 feet along the shoreline, though lake is not visible. Disc golf club representatives describe this an iconic hole on the course.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 3 has a long and short tee and travels through the woods to the basket. The basket is located along a trail that moves on to tee 4, but connects to an overgrown, unused trail back toward the trailhead.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 4 is approximately 210' through the woods.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 5 is approximately 240' hole through the woods. Trail between holes 5 and 6 have longest stretch of makeshift boardwalk.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 6 is approximately 240' hole through the woods.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>UNUSED: A tee box and hole were originally intended for hole 7 and still exist, but are not labeled as part of the current course.</p>	<p>Add picture</p>	<p>Add picture</p>

Disc Golf Course Holes	Photo	Photo
<p>Hole 7 starts in the woods and moves into an open clearing where the basket is located in the middle of an open, mowed field on a hill.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 8 has a long tee box located just off of Telegraph Rd sidewalk and a shorter tee located about 170' toward the basket. There are two possible baskets, H8a and H8b.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 9 goes through the woods and incorporates two large, fallen trees across the fairway as an additional challenge feature. Oak Wilt was noted on several of the large oaks in this area of the woods.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Tee 10 is located just outside of the wood line and the fairway runs through several picnic table areas and open space. The basket is approximately 8' in the air and only accessible via the lose cinderblock steps pictured here.</p>	<p>Add picture</p>	
<p>The fairway for hole 11 runs between the basket of hole 12 and the tee for hole 14, for a total length of about 430'.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 12 is about 150' through a small clearing and back into the woods.</p>	<p>Add picture</p>	<p>Add picture</p>

Disc Golf Course Holes	Photo	Photo
<p>Hole 13 has two possible baskets, one to the left of the fairway and one to the right.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 14 is almost entirely in the open without tree cover. The basket is near the entrance to the park.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Tee for hole 15 is on the eastern property line that borders the Pontiac School District property. The basket is near the small, main drive parking area.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Tee 16 is located directly across the drive from the playground parking area approximately 30' back from the road. The basket is just south of the circle drive parking area.</p>		<p>Add picture</p>
<p>Tee 17 is located under a large tree just off of the circle drive and has two baskets, one about 220' from tee and the second about 580' from the tee.</p>	<p>Add picture</p>	<p>Add picture</p>
<p>Hole 18 runs along the eastern edge of the property and the basket is located in the EGLE conservation easement.</p>	<p>Add picture</p>	<p>Add picture</p>

Hardscapes

Hardscapes	Aerial Photo (2020)	Photo
<p>Boat Launch Parking Lot Asphalt parking lot with unidentified parking spaces and area for vehicles with trailers to pull in and reverse into boat launch. Parking space is approximately 105' wide. If one row of parking is marked, there is enough space for 10 standard spaces and the minimum one accessible space.</p>		
<p>If two rows, there would be space for 16 standard spaces and the minimum of one accessible space. With three rows, there could be room for 29 spaces, including 2 accessible spaces, or 27 spaces if 2 are converted to allow cars towing trailers. Photo – 7/26/23</p>		
<p>Playground Parking Lot Asphalt parking area for one row of vehicles to pull up adjacent to the playground with unidentified parking spaces. Parking area is approximately 213' wide and 17' deep. A curb separates the parking area from the sidewalk. Two accessible parking signs are posted though no lines are painted.</p>		
<p>The parking lot is long enough to accommodate 22-24 standard parking spaces and the minimum of 1 accessible space. Photo – October 2021</p>		

Hardscapes	Aerial Photo (2020)	Photo
<p>Horseshoe Parking Lot Asphalt parking area with two small parking bays, both around 17' deep and approximately 50' wide, with curbs surrounding the parking area and a 37' x 26' grass island in the middle. There is enough space to include 10 standard spaces and the minimum of 1 accessible space. Photo taken October 2021</p>		
<p>Circle Drive Parking Area Asphalt parking area with spaces for vehicles on either side of the circle drive leading to the boat launch. Along the south side of the drive is an area approximately 120' x 17' and on the north side of the drive are two smaller bays, both about 15' deep with the one on the west around 46' wide and the one on the east about 56' wide.</p>		
<p>There is enough space for 24-25 standard spaces and one accessible space. If the parking lot had a total of 26+ spaces, two must be accessible. Photo – October 2021</p>		
<p>Main Drive Parking Area Asphalt parking area along main park road without direct access or accessible routes to any specific facilities. Area measures about 56' wide and 17' deep with a curb surrounding three sides. There is space to include 4-5 standard spaces plus the minimum of 1 accessible space. Photo – October 2021</p>		

Open Space

Includes


Open Space	Aerial Photo (2020)	Photo
Picnic Area	Add picture	Add picture
Sledding Hill	Add picture	Add picture



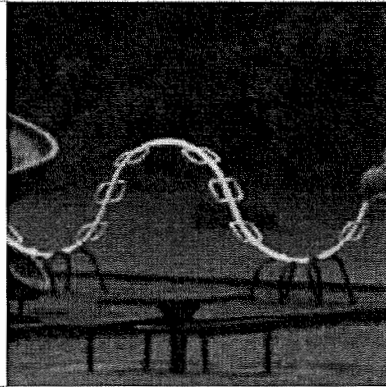

Playgrounds

Figure H: Hawthorne Park playground (2017 aerial photo)



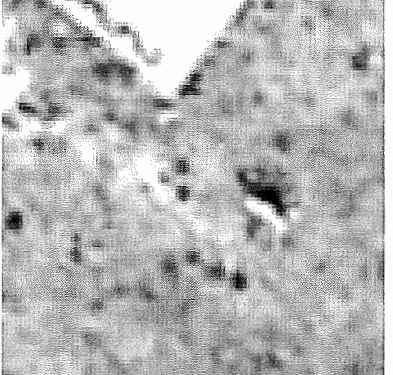





Table 6: Playgrounds – existing conditions

Playgrounds	Photo
Main Play structure Playground for ages 5-12. Constructed between 2006 and 2008. Photo – 7/11/2022	
Phase I updates	

Playgrounds	Photo
<p>Swing Bay Swing bay with four standard swings adjacent to the play structure, constructed between 2006 and 2008. Photo – 7/11/2022</p>	
<p>Phase I updates Small Play structure Playground for ages 5-12. Constructed between 2006 and 2008. Photo – 7/12/2022</p>	
<p>Phase I updates Caterpillar Climber Climber installed between 2006 and 2008. Photo – October 2022</p>	
<p>Phase I updates</p>	

Signs

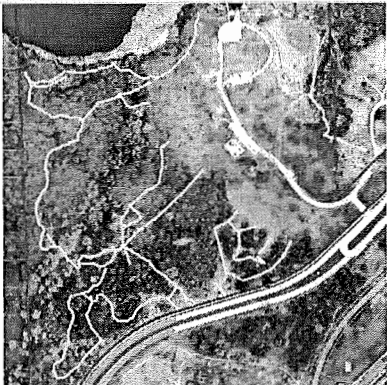

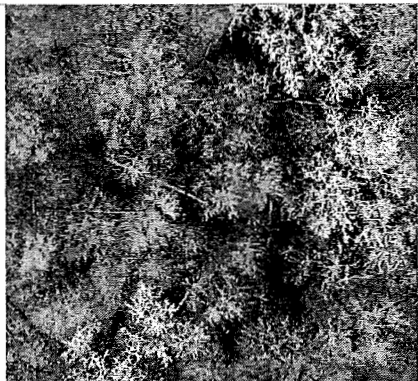


Signs	Aerial Photo (2020)	Photo
<p>Entrance sign Park sign at park entrance, perpendicular to Telegraph Road and with a few feet of the sidewalk.</p>		
<p>Playground sign Colorful sign between playground and pavilion with park information and rules.</p>		
<p>Rules sign Black and white sign at entrance to park with rules, closing time and video surveillance sign.</p>		



Stormwater Infrastructure

Stormwater Infrastructure	Aerial Photo (2020)	Photo
	Add picture	Add picture

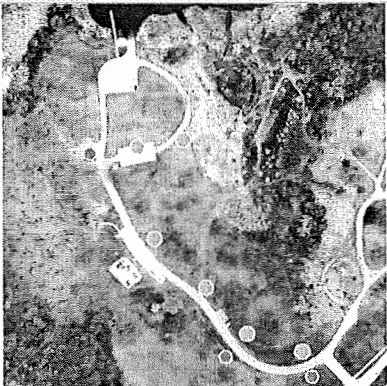
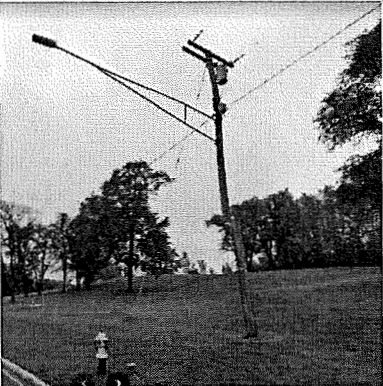


Trails and Boardwalks

Includes

Trails and Boardwalks	Aerial Photo (2020)	Photo
<p>Multi-use walking/disc golf trail</p> <p>Trail system woven throughout the woods on the west side of Hawthorne Park. Surface is packed dirt in most places and varies in width from approximately 3' to openings over 15' wide for disc golf fairways. Some areas become very wet at certain times of the year. In these places, makeshift boardwalks and woodchips have been used to make the path passable.</p> <p>Photo – 4/27/2023</p>		
<p>Boardwalks</p> <p>Multiple makeshift boardwalks throughout disc golf trails. Aerial view of wet area where bulk of boardwalks traverse.</p> <p>Photos – 4/27/2023</p>		
Additional Photos		
		

Trails and Boardwalks	Aerial Photo (2020)	Photo
	 	 

Utilities and Infrastructure

Utilities and Infrastructure	Aerial Photo (2020)	Photo
<p>Utility poles Dots on aerial photo represent utility poles, with yellow being lamp poles like the one pictured left.</p>		
<p>Fire Hydrants Yellow dot on aerial photo represents location of hydrant pictured, just southeast of restroom structure.</p>		

Add sanitary sewer connection

Water Access

Figure 1: Water access structures and infrastructure (2020 aerial photo)

and

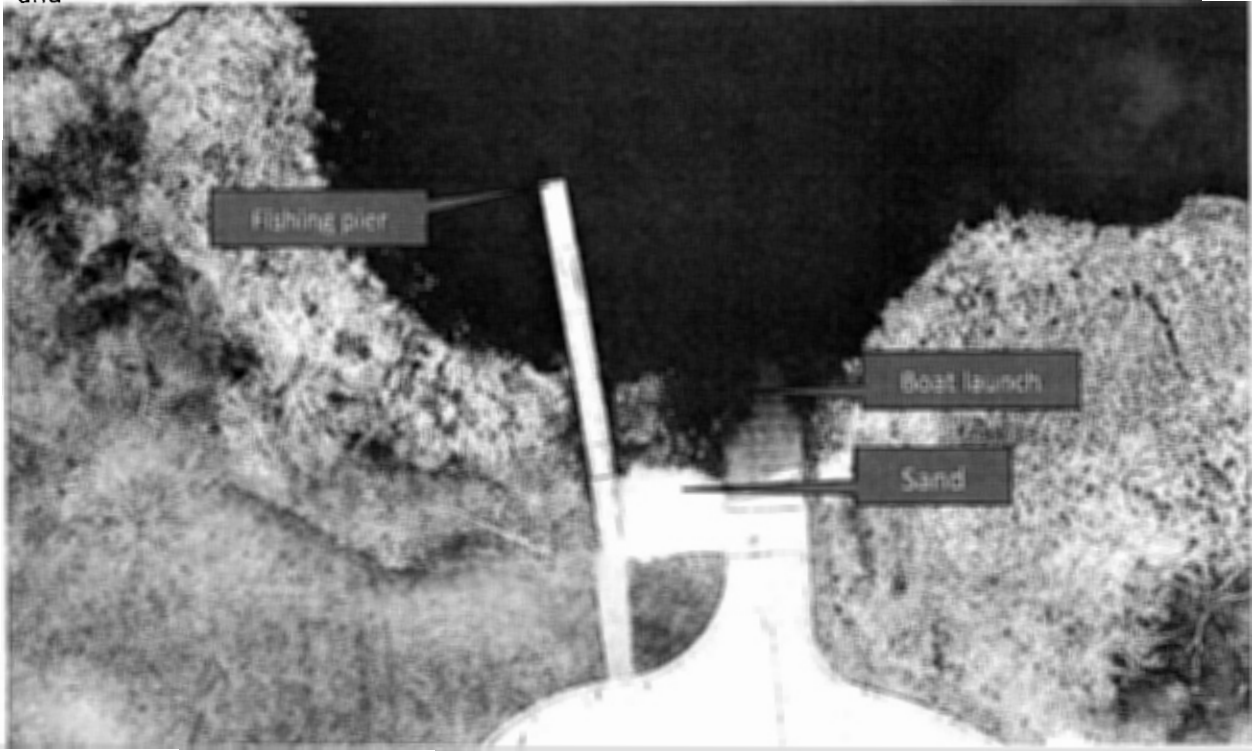
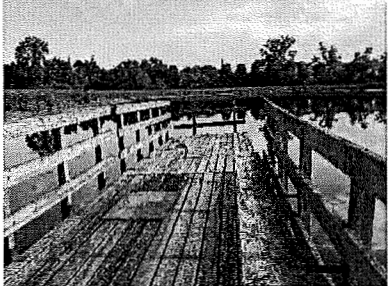

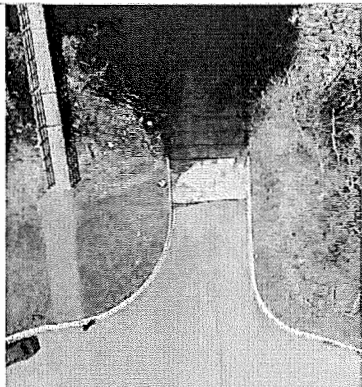



Table 7: Water access existing conditions

Water Access	Photo	
<p>Fishing pier 8' x ~112" floating wood dock and boardwalk constructed circa 2011. In poor condition with infrequent use.</p> <p>Photo – 7/11/2022</p>		
<p>Boat Launch Cement boat launch into Creger Lake, approximately 24' wide and 45' long.</p> <p>Photo – 7/11/2022</p>		
<p>Sand Sand is a recent addition. It is seen in the 2020 aerial photograph but is not present in the 2017 aerial photograph. See comparison with aerial photographs above.</p>	 <p data-bbox="643 1241 1002 1344">2017 aerial photo – beach sand is not present in this or earlier photos</p>	 <p data-bbox="1027 1241 1412 1344">Photo – 8/26/202</p>

Strategic Plan

The strategic plan for Pontiac Oaks/Hawthorne Park is designed to guide the park into the future and identify what actions are needed to make progress and how we will know the efforts were successful. It will help our Pontiac Oaks Partnership to set priorities, focus energy and resources, and ensure we are working toward common goals. It also will help us to evaluate results and adjust our direction in response to a changing environment.

Many items in the strategic plan are requirements of the Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023) and are referenced in the footnotes.

Park Vision

The park vision is a statement that inspires and guides us; it is aspirational and declares our intent and direction and states the long-term outcome of our work.

Pontiac Oaks at Hawthorne Park is a popular destination for Pontiac and Oakland County residents to be active and social or to relax and connect with nature. The park is safe and welcomes everyone. It is resilient and helps create a more sustainable future for the people of Pontiac and for the environment.

Park Goals

The park goals are the broader strategies that will lead us to the realization of our park vision.

1. Honor the rich history of Hawthorne Park and its value to the residents of the City of Pontiac.
2. Collaborate with City officials, staff, organizations, and residents who have invested in and cared for the park over the years.
3. Execute a transition to Oakland County Parks operation that is transparent, maintains open lines of communication, and acknowledges the park is owned by the City of Pontiac.
4. Operate the park and invest in improvements in a manner that is fiscally responsible for Oakland County Parks and enhances the fiscal sustainability of the City of Pontiac.
5. Improve and build park features that are resilient and adapted to the landscape and that contribute to a more sustainable, green future through intentional stormwater management, sustainable building and operating processes and community education opportunities.
6. Foster a welcoming environment for all park users through varied methods and processes, including universal design⁵, multi-lingual signage and promotion, clean, working restroom facilities, and regular cleaning and maintenance.
7. Employ strategies involving design, programming, maintenance, and resident involvement to create a safe park environment.
8. Connect residents to nature through restoration of natural assets and nature education programming.

⁵ Universal design results in a built environment that allows independent use and inclusive participation by people with disabilities, without separating them from others. When building new facilities or renovating existing structures, we strive to design universally accessible facilities and structures that are easily used by all.

City of Pontiac Parks and Recreation Master Plan

The City of Pontiac Parks and Recreation Master Plan 2021-2025 identified potential park upgrades for Hawthorne Park, including:

- Assess the condition of the now-closed restroom building, including Universal Accessibility improvements.
- Improve the fishing pier.
- Create a new site plan for the park.
- Create a walking path and cross-county trails with mile/kilometer markers.
- Open for winter events and activities.
- Remove invasive plants from lake shore.
- Paint playground equipment.
- Protect and restore shoreline.

The Recreation Master Plan notes the opportunity for acquisition of the adjacent former Hawthorne School property. It also notes that part of the property is located on a former landfill site. (Pontiac 1/29/2021)

See footnotes within this Strategic Plan section that relate Pontiac’s Recreation Plan to individual actions and objectives.

Timeline

Improvements and development at Hawthorne Park/ Pontiac Oaks County Park will be guided by community engagement, site conditions and context, as well as available funding. The timeline for community engagement, design, and construction is in two overlapping phases. In the following Objectives section, we have indicated if any objective is expected to occur during a specific phase. If no phase is indicated, these activities will be ongoing as part of OCPM management of the park.

Phase I – Park Refresh

Phase I mostly occurs during the Transition Period with a focus on refreshing and repairing the existing amenities at the park. See the [Transition Period Plan](#) for details about approved activities during the Transition Period (City of Pontiac and County of Oakland 6/28/2023). It is also the time for community engagement that will help us understand how people engage with the park and what is important to them about the park. The results will help prioritize design of future improvements and help guide decisions. Some of the activities during this phase include:

- Standard Park Maintenance Operations / Create Welcoming Environment – Weekly mowing, regular trash pickup, leaf removal, stump grinding, storm cleanup, street sweeping, storm water management.
- Safety Conditions – Playground mulch, replace swings, repair rock climbing wall, replace fishing dock, hazardous tree trimming and removal, remove trip hazards, filled in holes in turf, create park security plan.
- User Experience / Basic Park Amenities – Playground equipment replacement, parking lot striping, restoration of restrooms, repair horseshoe pits, restore shuffleboard concrete.

Phase II – Park Design and Improvement (ARPA-funded projects)

During Phase II we will engage the services of a design firm to create a master plan vision and site plan for the park⁶. The design will be guided by the community engagement in Phase I and will continue to engage the public and stakeholders with a series of design charettes when we share multiple design scenarios with the public and get information on their preferences and why. The resulting master plan and engineering drawings will guide the future development of the park. Phase I activities may continue to be implemented during the early part of Phase II.

Phase III – Park Investment and Improvement

Phase III is the continued investment in park facilities as identified in the Phase II master plan and beyond ARPA funding. Project implementation will be dependent on available funding, including grants and sponsorships, and the results of feasibility studies and continued community engagement.

Key Dates and Milestones

- June 23, 2023 – Executed date for Interlocal Partnership Agreement and beginning of Transition Period and Phase I of park improvement.
- October 1, 2023 – Approximate date for end of Transition Period and beginning of operation of park as Pontiac Oaks County Park and beginning of Phase II.
- November 30, 2023 – per Interlocal Partnership Agreement, the deadline for OCPR to submit Park Action Plan to Pontiac City Council.
- December 31, 2024 – per American Rescue Plan Act (ARPA) guidelines, the deadline for all ARPA-funded contracts to be executed.
- December 31, 2026 – per ARPA guidelines, the deadline for all ARPA-funded projects to be completed.

Park Objectives

The park objectives outline a variety of strategies and specific actions and projects that will implement the overall vision and goals for the park. Many of the objectives are general in nature and will be developed in more detail in Phase II of the park design and development. Objectives that align directly with the Pontiac Recreation Plans objectives for Hawthorne Park are identified with a footnote (Pontiac 1/29/2021). If objectives are expected to occur in either Phase I, II, or III, or if feasibility of the actions is yet to be determine – these are indicated to the right of the individual objective. If no phase is indicated, the objective will be ongoing as part of the management of the park. Objectives that are also identified as Capital Improvement Plan (CIP) projects are also indicated to the right of the individual objective and are further detailed in the CIP section.

I Park Management and Operation

A Pontiac Oaks

During the term of the Interlocal Partnership Agreement the park will be designated Pontiac Oaks, a park within the Oakland County Parks system⁷. Pontiac Oaks will be operated, maintained, and improved as an Oakland County Park⁸, with the City of Pontiac retaining ownership⁹.

⁶ Pontiac Recreation Plan: Create a new site plan for the park (Pontiac 1/29/2021)

⁷ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 2.6)

⁸ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.3)

⁹ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 7.1)

B	<p>Park Operations and Maintenance Plan (POMP)¹⁰ The POMP is a requirement of the Interlocal Partnership agreement and is a detailed list of OCPs responsibilities in operating and maintaining the park.</p>	<u>POMP</u>
C	<p>Capital Improvement Plan (CIP)¹¹ The CIP is a requirement of the Interlocal Partnership agreement and is a detailed list of planned and potential capital projects for the next 5 years for the park. Projects require a detailed feasibility study prior to creating construction documents and implementing projects. All projects over \$30,000 require Parks Commission approval.</p>	<u>CIP</u>
D	<p>Park Security Plan¹² The Park Security Plan is a requirement of the Interlocal Partnership Agreement and is a list of strategies and actions to maintain a safe and secure park environment. It is detailed list of strategies that will be employed to maintain a park environment that is safe and welcoming, including:</p> <ul style="list-style-type: none"> ▪ Safety through design ▪ Technology ▪ Law enforcement services ▪ Staff training 	<u>Park Security Plan</u>
II Natural Resources Management¹³		
A	<p>Natural Areas Stewardship: Protect, restore, and enhance unique natural communities and promote biodiversity across the landscape.</p>	
	<p>1 Survey for priority invasive species and rare or unique native plants.</p>	
	<p>2 Treat and remove priority invasive species.</p>	
	<p>3 Restore priority natural communities and habitats through native seeding, prescribed fire, and winter shrub removals.</p>	
	<p>4 Install no-mow zones, turf conversion, and landscape conversions to native plants.</p>	
B	<p>Freshwater Stewardship: Protect, restore, and enhance wetland habitat and associated aquatic organisms.</p>	
	<p>1 Assess and monitor stormwater infrastructure. Evaluate curbed roadways and parking lot for stormwater issues and solutions that will slow entry of stormwater into the lake. It has been observed that runoff goes immediately into the lake from roadways and parking lots during rain events.</p>	
	<p>2 Survey for aquatic species and water quality.</p>	
	<p>3 Shoreline Restoration <i>Treat and remove invasive species from the shoreline of Creger and Upper Silver Lakes, while restoring natural shoreline habitat and near shore aquatic habitat. Restoration will include multiple natural shoreline techniques including regrading, native vegetation, coir log installation, aquatic native vegetation, stone toe establishment and large wood structure installations. The results will enhance habitat available to fish and riparian species, while also improving site</i></p>	<p>Phase I/II <u>CIP 010</u></p>

¹⁰ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.8)

¹¹ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.9)

¹² Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.13)

¹³ The Interlocal Partnership Agreement acknowledges potential restrictions due to the presence of endangered species (City of Pontiac and County of Oakland 6/23/2023, Section 4.11)

*lines and aesthetics within the park and visually connecting infrastructure within the park to the water.*¹⁴

4 Manage fisheries resource and enhance habitat.

5 Manage aquatic invasive species.

C Forestry: Protect, restore, and enhance diverse forest systems and shade trees for recreational users.

1 Develop forest management plan for long term maintenance of tree diversity.

2 Monitor for forest pests and diseases and provide rapid responses to detections.

3 Tree maintenance and removals, tree planting and re-forestation.

4 Development and implementation of debris management plan.

D Wildlife: Protect, restore, and enhance rare and unique native wildlife species and biodiversity.

1 Survey for threatened, endangered, and special concern species along with priority native and non-native species.

2 Manage nuisance and non-native wildlife.

3 Restoration of priority habitat for wildlife to increase habitat connectivity.

III Park Programs and Activities

A Recreation Programs and Services

The Recreation Programs and Services (RPS) unit develops and provides programs, special events and activities throughout the park system that bring in visitors and provide unique experiences for park users, incorporating Pontiac Oaks/Hawthorne Park into their annual scheduling of events. Reaching Pontiac residents through various avenues of promotion and collaboration with community organizations will be a priority to engage those residents who may not currently be using the park.

Types of programs that would be a good fit at this park include:

- Come Out and Play Special Event
- Camp Field Trip Programs
- Special Events
- Collaborative Events

B Nature Education

- Environmental education/field trips/nature hikes
- Learn to kayak events
- Fishing Derby
- Winter activities- snowshoeing, skiing, etc.

C Active Adults and Adaptive Recreation

- Fitness programs
- History programs
- Adaptive programs

D City of Pontiac sponsored events¹⁵

Pontiac events must be scheduled in advance with OCP staff and will not be charged a fee for use of the park. City is responsible for all associated costs.

¹⁴ Pontiac Recreation Plan: Remove invasive plants from lakeshore. Protect and restore shoreline. (Pontiac 1/29/2021)

¹⁵ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)

E Private events and gatherings – reservation of park areas and/or pavilion per OCP park rules and processes.¹⁶

- Disc Golf Tournaments
- 5K races and events
- Church-sponsored events and gatherings
- Family reunions, holiday gatherings, and other social gatherings

F Enjoyment of the park by individuals and families – drop in use without reserving facilities – e.g., picnics, boating and fishing, playing at playground, disc golf, etc.

G Winter activities may include sledding and snowshoeing. Other activities to be determined.¹⁷

III Connectivity

A Neighborhood Connections Evaluation/Potential Construction Phase II/III
CIP 018
Evaluate feasibility of establishing non-motorized connections, including the construction of new pathways and safe road crossings, that connect the park with neighborhoods that are adjacent to the property and on the east side of Telegraph Road.

1 Road crossing and pathway connecting Hawthorne Park to Kennett neighborhood across Telegraph Road and other neighborhood connections

2 Route connecting Hawthorne Park to Waterford Oaks

B Public Transit
Evaluate access via SMART bus and other public transport

C Clinton River Watershed
Determine feasibility of opening water trail connections between Creger Lake, Upper Silver Lake, and Silver Lake

IV Facilities and Assets

A Accessibility and Universal Access
Perform accessibility audit of facilities, trails, and features to ensure compliance with the Americans with Disabilities Act (ADA), prioritizing any non-compliant items to be brought up to standards. Incorporate universal access design principles as new facilities are constructed and improvements to existing facilities are made.

B Boundaries and Gates Evaluation/Installation Phase II
CIP 006
Evaluate the park boundary and install appropriate type of boundary delineation per OCP Boundary Standards that establishes the park boundary, discourages encroachment, and allows for movement of wildlife. Evaluate the need for installation of automatic gates at park entrance. Incorporate communication program with adjacent landowners.

C Buildings
Maintain an annually updated inventory of building roofs (materials, colors, inspection results, installation, and repair dates) and building equipment (manufacturer information, inspection results, installation, and repair dates) in the park and forecast timeline for upgrades and replacements. Transition building practices, equipment, materials, and supplies to sustainable alternatives to meet sustainability targets and decrease impact on surrounding environments.

1 Existing pavilion Phase I

¹⁶ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.17)

¹⁷ Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

	Evaluate integrity of structure and refresh with cleaning and paint; ensure universal access with access routes and ADA-compliant picnic tables and benches. Evaluate the need for replacement.	
2	Pavilion Roof Inspection/Potential Replacement <i>Inspect roof annually for replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.</i>	Phase III Evaluate need. <u>CIP 011</u>
3	Pavilion Evaluation/Potential Construction <i>Based on public engagement, consider the need for an additional larger pavilion. If determined to be feasible, incorporate pavilion design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts. Provide electricity, lighting, large grill, and other amenities. Ensure universal access with access routes and ADA-compliant picnic tables and benches. Evaluate if there is a need for additional parking.</i>	Phase III Evaluate need & feasibility. <u>CIP 008</u>
4	Restroom Building Update/Replacement ¹⁸ <i>Renovate existing restroom building interior, connect utilities, and exterior with new fixtures and finishes and restore functionality for public use. Install automatic locks for park opening and closing. Consider security needs. Evaluate if replacement is a more feasible option.</i>	Phase I <u>CIP 007</u>
5	Restroom Building HVAC Evaluation/Potential Installation <i>Consider if there is a need for a winterized and heated restroom to serve park visitors during winter months. Select sustainable options, including high-efficiency water heaters and Energy Star-rated appliances.</i> ¹⁹	Phase II/III Evaluate need. <u>CIP 009</u>
6	Maintenance and Operations Shed <i>Evaluate the need and, if appropriate and feasible, design and build a maintenance and operations shed to accommodate a zero-turn mower and a light utility vehicle. Consider site context and natural resources impacts and provide electricity, EV charging, and lighting. Consider providing a separate area and entrance for disc golf equipment storage.</i>	Phase II/III Evaluate need & feasibility <u>CIP 021</u>
D	Courts and Fields	
1	Horseshoe Pits Refresh and activate user groups	
2	Shuffleboard Court Clean up and repurpose. Consider replacing it with bag toss, permanent ping pong or chess tables, or other game that is trending.	
E	Disc Golf Course	
1	Disc Golf Agreement with City of Pontiac Agreement is on file but is unsigned	
2	Disc Golf Agreement with OCP Identify the appropriate type of agreement: license agreement, volunteer agreement or memorandum of understanding. Negotiated agreement must include:	Phase I/II

¹⁸ Pontiac Recreation Plan: Assess the condition of the now-closed restroom building, including for Universal Accessibility improvements. (Pontiac 1/29/2021)

¹⁹ Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

	<ul style="list-style-type: none"> ▪ Acknowledgement of EGLE conservation easement and land use restrictions. ▪ Acknowledgement of area of contamination and due care responsibilities. ▪ Clarification of maintenance practices and responsibilities. ▪ Does not allow tree cutting by volunteers – limited to OCP NR staff to prevent spread of disease ▪ Does not allow trail creation or re-routing by volunteers 	
3	<p>Disc Golf Course Update</p> <p><i>Upgrade course to improve holes and tees, make general site and customer service improvements, reduce natural resource impacts, and improve access to complementary facilities. Reroute the course to separate general trail use from disc golf use, and to create a safe route for trail users. Relocate holes and tees away from former landfill area in southwest part of the park and from EGLE wetland conservation easement in the center of the park.</i></p>	<p>Phase II/III</p> <p><u>CIP 001</u></p>
F	<p>Hardscapes</p>	
1	<p>Road and Parking Lot Evaluation/Potential Improvements</p> <p><i>Evaluate the condition of roads and parking lot and plan for improvements as needed. Repair as needed and maintain striping. Consider the need for additional parking in overall park design to strategize potential location for additional parking, if needed.</i></p>	<p>Phase II/III</p> <p><u>CIP 013</u></p>
G	<p>Open Space</p>	
1	<p>Picnic Areas</p> <p>Repair and redistribute picnic tables and install grills. Replace as needed.</p>	Phase I
2	<p>Sledding Hill²⁰</p> <p>Assess sled route and remove obstacles.</p>	
H	<p>Playgrounds</p>	
1	<p>Existing playground</p> <p><i>Inspect playground annually for safety and condition. Paint structure and make repairs as needed and maintain accessible play surface and access routes. Incorporate new shade structures and seating. Replace components or entire play structure when continued maintenance is no longer feasible. If the entire structure is replaced, evaluate location.</i></p> <p>The following actions are completed/in progress in Phase I</p> <ul style="list-style-type: none"> ▪ Remove mulch barrier and replace mulch to create an even transition from turf surface. ▪ Paint equipment ²¹ ▪ Climbing tower: Replace damaged structure. ▪ Swings: Replace missing swings; add at least one accessible swing. ▪ Additional components: Provide shade and seating, additional play elements 	<p>Phase I</p> <p><u>CIP 014</u></p>
2	<p>Additional Play Structure Design/Potential Construction</p> <p><i>Based on public engagement, consider the need for construction of an additional playground. If determined to be feasible, incorporate playground</i></p>	<p>Phase III</p> <p>Evaluate need & feasibility</p>

²⁰ Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

²¹ Pontiac Recreation Plan: Paint playground equipment. (Pontiac 1/29/2021)

	<i>design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.</i>	<u>CIP 015</u>
3	Play Pockets Design/Installation <i>Based on public engagement, consider the need for additional smaller play elements and sensory features. If determined to be feasible, incorporate play area design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.</i>	Phase II <u>CIP 016</u>
I	Signs	
1	Monument sign	
2	Current events signs	
3	Park rules sign	
4	Disc golf wayfinding	
5	Trail wayfinding	
5	Interpretive signage	
J	Stormwater Infrastructure	
1	Stormwater management <i>Evaluate roadways, parking lots and impervious surfaces for stormwater issues. Identify solutions that will slow entry of stormwater into the lake utilizing green stormwater infrastructure where feasible. Evaluate existing drains and improve to restore functionality or redesign for better function.</i>	Phase II <u>CIP 012</u>
K	Sustainability Improvements Invest in the park system to prepare for meeting environmental sustainability targets including reducing greenhouse gas emissions, sourcing, or installing renewable energy, electrification of vehicles and equipment, improving water quality and access, reducing water, herbicide, and disposable product use, improving stormwater resilience, and reduction and management of waste.	
1	<i>Evaluate the feasibility for installing environmental sustainability improvements at the park and install infrastructure and equipment as feasible and appropriate.</i>	Phase II <u>CIP 020</u>
2	Strategize how to provide shelter and/or relief from extreme heat events	
L	Trails and Boardwalks	
1	Trail System Evaluation/Improvement/Potential Construction <i>Design trails to separate trail system from disc golf course to increase safety of trail users and eliminate interruption in play. Evaluate the need for additional trails in the park. Consider expanding the trail network to provide a 5K route for events. Consider accessibility, site context, and natural resources impacts. All trails must comply with OCP Trail Standards.²²</i>	Phase II <u>CIP 107</u>
2	Boardwalk Evaluations/Replacements <i>Conduct structural inspections and replace aging boardwalks before they become unsafe and construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. Use alternative to pressure treated wood over water and incorporate wildlife crossings. Pallets and other informal materials have been used for trails crossing wet areas throughout the park. Evaluate these areas, design, and construct appropriate crossings that meet</i>	Phase II <u>CIP 005</u>

²² Pontiac Recreation Plan: Create a walking path and cross-county trails with mile/kilometer markers. (Pontiac 1/29/2021)

	<i>OCPR Trail Standards and applicable wetland regulations or reroute trails as needed.</i>	
M	Utilities and Infrastructure	
1	Information Technology Evaluation/Potential Installations <i>Evaluate the need for technological improvements at the park and install infrastructure and equipment as feasible and appropriate.</i>	Phase I/II <u>CIP 019</u>
2	Reconnect electricity and water	Phase I/II
3	Reduce resource uses and costs – use Energy Star and water wise solutions	
4	Consider eliminating poles with overhead lines and converting to underground utilities	
N	Water Access	
1	Lake Viewshed Manage shoreline vegetation to restore lake views within park. See Shoreline Restoration project.	Phase I/II <u>CIP 010</u>
2	Fishing Pier <i>Construct new fishing pier. Remove existing after replacement is in place.</i> ²³	Phase I <u>CIP 003</u>
3	Accessible Kayak Launch Evaluation/Potential Installation <i>Consider installation of an accessible kayak launch attached to the replaced fishing pier.</i>	Phase II/III <u>CIP 004</u>
4	Boat Launch Evaluate launch for improvement needs.	Phase I
5	Beach Evaluation / Potential Construction <i>Evaluate feasibility of developing sand beach area. Consider permitting requirements, freshwater and natural resource impacts, sustainability, and long-term maintenance requirements within the context of climate change and increased storm events. Evaluate safety implications of opening a non-guarded swimming area to the public.</i>	Phase III Evaluate need & feasibility <u>CIP 002</u>
V	Property Management	
A	Property Agreements and Restrictions Coordinate all design and new uses with existing property restrictions	
1	Interlocal Partnership Agreement	
2	EGLE Conservation Easement	
3	DNR Grant Agreement	
4	Due Care Plan ²⁴	
B	Property Acquisition	
1	Hawthorne School Property Assist City with efforts to acquire the property and integrate into park. ²⁵	
2	Communicate with other adjacent property owners as appropriate regarding potential land acquisition.	

²³ Pontiac Recreation Plan: Improve the fishing pier. (Pontiac 1/29/2021)

²⁴ Pontiac Recreation Plan notes that that part of the property is located on a former landfill site. (Pontiac 1/29/2021)

²⁵ Pontiac Recreation Plan notes the opportunity for acquisition of the adjacent former Hawthorne School property. (Pontiac 1/29/2021)

Capital Improvement Plan (CIP)

The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Capital Improvement Plan (“CIP”) pursuant to Section 4.9 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.9 of the Interlocal Partnership Agreement provides: “When OCPRC deems necessary, OCPRC shall create a Park Capital Improvement Plan (“CIP”) forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC’s current policies and procedures and shall be included in OCPRC’s annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The Park Capital Improvement Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the CIP. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the City Representative’s written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Modifications to the CIP shall be codified according to the procedure set forth in this Section.”
2. This CIP is the writing contemplated by Section 4.9.
3. Section 1.2 of the Interlocal Partnership Agreement defines Capital Improvement Project as “a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.”
4. Section 4.4 of the Interlocal Partnership Agreement provides the following regarding Park Improvement Projects: “OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises and shall be owned by the City. No Capital Improvement Projects shall occur without the prior written approval of the City’s Representative, unless such Capital Improvement Project was included in the CIP.
5. Section 5.1 of the Interlocal Partnership Agreement provides the following regarding the Initial OCPRC Investment: “The County shall make an initial investment of, not less than one million five hundred thousand dollars (\$1,500,000.00), for Park operations, management, planning, maintenance, and improvements (“Initial Park Investment”).”
6. Section 5.5 of the Interlocal Partnership Agreement provides the following regarding Park Grants: “The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall be responsible for applying for and managing grants related to the Park.”
7. Reference Transition Period Plan and note capital projects below that were included in this plan.

The Parties shall review this CIP every five (5) years and shall modify it as necessary.

Oakland County Parks and Recreation Commission (OCPRC) proposes the following Capital Improvements within the next 5 years following the policies and procedures of OCPRC. Inclusion of the project in this CIP is not a guarantee that the project will be implemented. Each project will be evaluated based on the core values of OCP to ensure the project will meet the needs of the community and residents and is feasible for long-term maintenance. Each project requires final approval by the OCPRC before releasing funding for the project.

Amenities and Site Improvements

This section comprises individual projects that are related to amenities and other site improvements within the parks and that do not fit into any of the more specific categories. Scopes are provided for each that summarize the need for the project, the actions to be taken, and how the project aligns with OCPR's Core Values.

Project ID: 010 Site and Grounds Shoreline Restoration
Scope: Treat and remove invasive species from the shoreline of Creger and Upper Silver Lakes, while restoring natural shoreline habitat and near shore aquatic habitat. Restoration will include multiple natural shoreline techniques including regrading, native vegetation, coir log installation, aquatic native vegetation, stone toe establishment and large wood structure installations. The results will enhance habitat available to fish and riparian species, while also improving site lines and aesthetics within the park and visually connecting infrastructure within the park to the water.

Project ID: 001 Site and Grounds Disc Golf Course Update
Scope: Upgrade course to improve holes and tees, make general site and customer service improvements, reduce natural resource impacts, and improve access to complementary facilities. Reroute the course to separate general trail use from disc golf use, and to create a safe route for trail users. Relocate holes and tees away from former landfill area in southwest part of the park and from EGLE wetland conservation easement in the center of the park.

Project ID: 002 Site and Grounds Beach Evaluation/Potential Construction
Scope: Evaluate feasibility of developing sand beach area. Consider permitting requirements, freshwater and natural resource impacts, sustainability, and long-term maintenance requirements within the context of climate change and increased storm events. Evaluate safety implications of opening a non-guarded swimming area to the public.

Boardwalk, Bridge, Dock, and Deck Replacements

Program identifies and implements projects identified via structural inspections to 1) replace aging boardwalks before they become unsafe, and 2) construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. When structures are over water, use alternative materials instead of pressure treated wood and incorporate wildlife crossings.

Project ID: 003 Fishing Pier Replacement
*Scope: Construct new fishing pier. Remove existing after replacement is in place.*²⁶

²⁶ Pontiac Recreation Plan: Improve the fishing pier. (Pontiac 1/29/2021)

Project ID: 004 Accessible Kayak Launch Evaluation/Potential Installation
Scope: Consider installation of an accessible kayak launch attached to the replaced fishing pier.

Project ID: 005 Boardwalk Evaluations/Replacements
Scope: Conduct structural inspections and replace aging boardwalks before they become unsafe and construct new boardwalks to increase accessibility and resolve trail /natural resource conflicts. Use alternative to pressure treated wood over water and incorporate wildlife crossings. Pallets and other informal materials have been used for trails crossing wet areas throughout the park. Evaluate these areas, design, and construct appropriate crossings that meet OCPR Trail Standards and applicable wetland regulations or reroute trails as needed.

Boundary Replacements

Program identifies and implements projects to replace or remove damaged or deteriorated fences, gates, and other boundary delineation, including golf course nets. Use the boundary specification that accomplishes needed boundary identification, minimizes maintenance requirements, allows for wildlife movement, and enhances the welcoming appearance of the park. Incorporate a neighborhood communication plan into all external boundary projects.

Project ID: 006 Boundaries and Gates Evaluation/Installation
Scope: Evaluate the park boundary and install appropriate type of boundary delineation per OCPR Boundary Standards that establishes the park boundary, discourages encroachment, and allows for movement of wildlife. Evaluate the need for installation of automatic gates at park entrance. Incorporate communication program with adjacent landowners.

Building Updates and Additions

Program identifies projects to improve, renovate, or expand existing building interior and/or exterior, or to add a new building. A full Planning Review is a pre-requisite to implementing major changes. This review contains the following: 1) detailed description of existing conditions, 2) analysis of usage, cost recovery, and other indicators to confirm need for project, 3) historical analysis if asset is over 50 years old, 4) analysis of opportunities to advance OCPR Core Values with the project, and 5) short and long-term goals for improved building.

Project ID: 007 Restroom Building Update/Replacement
Scope: Renovate existing restroom building interior and exterior with new roof, fixtures and finishes and restore functionality for public use. Install automatic locks for park opening and closing. Consider security needs. Evaluate if replacement is a more feasible option. ²⁷

Project ID: 008 Pavilion Evaluation/Potential Construction
Scope: Based on public engagement, consider the need for an additional larger pavilion. If determined to be feasible, incorporate pavilion design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts. Provide electricity, lighting, large grill, and other amenities. Ensure universal

²⁷ Pontiac Recreation Plan: Assess the condition of the now-closed restroom building, including for Universal Accessibility improvements. (Pontiac 1/29/2021)

access with access routes and ADA-compliant picnic tables and benches. Evaluate if there is a need for additional parking.

Project ID: 021 Maintenance and Operations Shed Evaluation/Potential Construction
Scope: Evaluate the need and, if appropriate and feasible, design and build a maintenance and operations shed to accommodate a zero-turn mower and a light utility vehicle. Consider providing a separate area and entrance for disc golf equipment storage.

Building Equipment and HVAC Replacements

Program identifies and implements projects to replace building equipment and HVAC systems based on expected life cycle, repair record, and ongoing staff inspections of more than 700 building equipment systems in the park system. Review all HVAC options, including all electric (net zero), powering through solar panels, and heat pump options. Review high-level cost estimates prior to construction. Select high efficiency water heaters and Energy Star-rated appliances.

Project ID: 009 Restroom Building HVAC Evaluation/Potential Installation
Scope: Consider if there is a need for a winterized and heated restroom to serve park visitors during winter months. Select sustainable options, including high-efficiency water heaters and Energy Star-rated appliances. ²⁸

Building Roof Replacements

Program identifies and implements projects to replace building roofs based on expected life cycle, repair record, and ongoing staff inspections of more than 230 building roofs in the park system. For each roofing project, staff will prepare a standard conceptual budget that includes options for green roofs and metal roofs and minimizes asphalt shingle/petroleum-based roofing options. Initial budget estimates for most roofs will be based on metal roof unit costs.

Project ID: 011 Pavilion Roof Evaluation/Potential Replacement
Scope: Inspect roof annually for replacement need. Make repairs as needed and replace when continued maintenance is no longer feasible.

Environmental Sustainability Programs

Invest in the park system to prepare for meeting environmental sustainability targets including reducing greenhouse gas emissions and reaching net-zero targets; sourcing or installing renewable energy; electrification of vehicles and equipment; improving water quality and access; reducing water, herbicide, and disposable product use; improving stormwater resilience; and reduction and management of waste.

Project ID: 020 Environmental Sustainability Evaluation/Potential Installations
Scope: Evaluate the feasibility for installing environmental sustainability improvements at the park and install infrastructure and equipment as feasible and appropriate.

Playground Replacements and Additions

Need text.

Project ID: 014 Playground Improvement/Potential Replacement
Scope: Inspect playground annually for safety and condition. Paint structure and make repairs as needed and maintain accessible play surface and access routes. Incorporate new shade

²⁸ Pontiac Recreation Plan: Open for winter events and activities. (Pontiac 1/29/2021)

structures and seating. Replace components or entire play structure when continued maintenance is no longer feasible. If the entire structure is replaced, evaluate location.

Project ID: 016 Play Pockets Design/Installation
Scope: Based on public engagement, consider the need for additional smaller play elements and sensory features. If determined to be feasible, incorporate play area design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.

Project ID: 015 Additional Playground Evaluation/Potential Construction
Scope: Based on public engagement, consider the need for construction of an additional playground. If determined to be feasible, incorporate playground design into a larger design process that incorporates universal design; and considers community need, site context, and natural resources impacts.

Road and Parking Lot Replacements

Program identifies and implements projects to replace pavement areas based on expected life cycle, repair record, and ongoing staff inspections of the over one million square yards of various paving materials including asphalt, concrete, and paver units. The standard pavement concept budget prior to construction will include options for bioswales, stormwater management, permeable pavement, and other considerations. Eliminate coal tar sealing.

Project ID: 012 Stormwater Infrastructure Evaluation/Potential Improvements
SCOPE: Evaluate roadways, parking lots and impervious surfaces for stormwater issues. Identify solutions that will slow entry of stormwater into the lake utilizing green stormwater infrastructure where feasible. Evaluate existing drains and improve to restore functionality or redesign for better function.

Project ID: 013 Road and Parking Lot Evaluation/Potential Improvements
Scope: Evaluate the condition of roads and parking lot and plan for improvements as needed. Consider the need for additional parking in overall park design to strategize potential location for additional parking, if needed.

Technology Improvements

Program identifies and implements projects to improve customer service, park and building safety, staff efficiency, workplace conditions with technological innovation and equipment. Actions may include: 1) security cameras and lighting, 2) enhanced wi-fi connectivity for staff and public, 3) point-of-sale improvements, 4) vehicle and pedestrian counters, and 5) timed, automatic locking systems.

Project ID: 019 Information Technology Evaluation/Potential Installations
Scope: Evaluate the need for technological improvements at the park and install infrastructure and equipment as feasible and appropriate.

Trails

Narrative

Project ID: 017 Trail System Evaluation/Improvement/Potential Construction
Scope: Design trails to separate trail system from disc golf course to increase safety of trail users and eliminate interruption in play. Evaluate the need for additional trails in the park. Consider

*expanding the trail network to provide a 5K route for events. Consider accessibility, site context, and natural resources impacts. All trails must comply with OCP Trail Standards.*²⁹

Project ID: 018 Neighborhood Connections Evaluation/Potential Construction
Scope: Evaluate feasibility of establishing non-motorized connections, including the construction of new pathways and safe road crossings, that connect the park with neighborhoods that are adjacent to the property and on the east side of Telegraph Road.

²⁹ Pontiac Recreation Plan: Create a walking path and cross-county trails with mile/kilometer markers. (Pontiac 1/29/2021)

Park Operations and Maintenance Plan (POMP)

The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Operations and Maintenance Plan (“POMP”) pursuant to Section 4.8 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.8 of the Interlocal Partnership Agreement provides: “When OCPRC deems necessary, OCPRC shall create a Park Operations and Management Plan (“POMP”), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC’s current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the POMP. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City Representative’s comments and recommendations or passage of the forty-five (45) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.”
2. This POMP is the writing contemplated by Section 4.8.
3. The purpose of this POMP is to describe and delineate the duties and responsibilities of each Party relating to Park operations and maintenance for a 5-year period beginning the date the Transition Period ends (i.e., date of approval of this Park Action Plan by the Pontiac City Council).
4. Section 1.1.6 of the Interlocal Partnership Agreement defines “Transition Period” as a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.”
5. The Parties agree to the following terms and conditions:

The Parties shall review this POMP every five (5) years and shall modify it as necessary for the efficient and effective operation and management of the Park.

PARK OPERATIONS AND MAINTENANCE TOPIC	
All items are the responsibility of OCP unless otherwise indicated	
I	Park Rules
A	Park Rules are updated annually and approved by the Parks Commission. Rules are posted online at https://www.oakgov.com/community/oakland-county-parks/parks-trails/rules-and-regulations
II	Park Access
B	Opening and Closing: Park is open from dawn to dusk or other specific times as indicated in the approved Park Rules

PARK OPERATIONS AND MAINTENANCE TOPIC	
All items are the responsibility of OCP unless otherwise indicated	
III	Fees and Charges
A	Entrance Fees: No requirement for daily or annual vehicle permit
B	Pavilion Rentals per park rules
C	Other Rentals per park rules
D	Reservations of park/pavilion by City of Pontiac – no fees will be charged. ³⁰
IV	Personnel
A	Park staff
B	Contractors
C	Volunteers
V	Communications and Marketing
A	Promotion of events, social media, etc.
VI	Programs and Special Events
A	OCP programs and events
B	City of Pontiac programs and events – indicate required advance notice. City is responsible for all costs associated with its events at the park. ³¹
C	External party programs and events
VII	Building Maintenance
B	Housekeeping
A	Inspections
1	Buildings (monthly)
B	Repairs and Maintenance
1	Operating budget-funded repairs
2	Maintenance Management Plan-funded repairs
VIII	Park Improvements Maintenance
A	Annual inspections
1	Playground (monthly and annually)
4	Stormwater infrastructure (monthly and annually)
2	Boardwalks (annual)
3	Risk assessment (annual)
B	Repairs and Maintenance
1	Operating Budget
2	Maintenance Management Plan
IX	Grounds Maintenance
A	Trash and Debris Management
B	Lawn Maintenance
C	Landscape Maintenance
D	Parking Lot Maintenance
1	Repairs
2	Striping
E	Winter Maintenance
1	Snow clearing on paved surfaces

³⁰ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)

³¹ Interlocal Partnership Agreement (City of Pontiac and County of Oakland 6/23/2023, Section 4.19)

PARK OPERATIONS AND MAINTENANCE TOPIC	
All items are the responsibility of OCP unless otherwise indicated	
	2 De-icing
X	Natural Resources Management
	A Forestry Management
	1 Hazardous tree management
	B Natural Areas Stewardship
	1 No-mow zones
	2 Pollinator gardens
	3 Invasive species management
	C Freshwater Stewardship
	1 Aquatic species management
	D Wildlife Management:
XI	Utilities and Telephone
	A Electric service
	B Telephone service
XII	Information Technology
	A Maintenance of IT equipment
XIII	Vehicles and Equipment
	A Management of capital vehicles and equipment, including depreciation
XIV	Administrative Support
	A Fiscal services
	1 Annual operating budget
	A Planning
	1 Annual park action plan updates
	2 Design master plan
	B Resource Development
	1 Grants management
	2 Sponsorship development

Park Security Plan

The County of Oakland (“County”) and the City of Pontiac (“City”) mutually agree to this 5-Year Park Operations and Maintenance Plan (“POMP”) pursuant to Section 4.13 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 23, 2023 (“Interlocal Partnership Agreement”).

1. Section 4.13 of the Interlocal Partnership Agreement provides: “Park Security. OCPRC shall work with the Oakland County Sheriff’s Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the City Representative for comments and recommendations. The City shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Premises shall be provided by OCPRC solely at the expense of the OCPRC. Any routine, scheduled, or non-emergency services that may be provided to the Park or Premises shall be paid for by OCPRC or the County at their sole expense, and such services shall not be provided by the Oakland County Sheriff’s Office by utilizing personnel contracted for by the City pursuant to its contract(s) with the Oakland County Sheriff’s Office. Nothing in this paragraph should be construed as preventing or prohibiting Oakland County Sheriff’s Office deputies contracted by the City from driving through the Park if they are on a routine patrol.”
2. This Park Security Plan is the writing contemplated by Section 4.13.
3. The Parties agree to the following terms and conditions:

I Safety Through Design

A safe park environment is well-used by residents, has clear sight lines, and is clean and well-maintained. OCP’s park security plan will use these strategies to create and maintain an environment that is safe and welcoming.

- A Consider the safety of park users and crime prevention when designing facilities and amenities at all Oakland County Parks.
- B Establish standard opening and closing hours at the park and place signage to notify park guests of hours of operation. Make all reasonable efforts to notify park guests of changes in opening and closing hours due to weather, special events, or other reasons.

II Technology

Park safety through design will be enhanced by selective uses of equipment and technology. These may include security cameras, motion-activated lights, automatic locks on public buildings, and automatic entry/exit gates.

- A Secure the park after hours. Strategies to secure park may include gated access, security alarm systems, video cameras, and motion-sensor lighting.
 - B Create a plan for lighting on buildings, roadways, and parking lots will assist staff in monitoring the park.
-

-
- C Evaluate the feasibility of license plate readers as a preventative measure and to assist Sheriff's departments in prosecution if needed.
-

III Law Enforcement Services

Park security involving patrols and other law enforcement services will be managed at OCP expense and in partnership with the Oakland County Sheriff's Office.

- A Instruct Park staff and volunteers are encouraged to report suspicious or illegal activity and/or unsafe conditions to the park Supervisor or their designee.

 - B Train Park staff and volunteers to call 911 for response by law enforcement personnel, and to not intervene to stop suspicious or illegal activity.

 - C Park Deputies will patrol Hawthorne the same as all the Oakland County Parks. They will drive through the park throughout the day. When we have large events at the park they will be scheduled to assist with parking and crowd control.
-

IV Staff Training

All Park staff will receive training on Emergency Response Plan and Protocols.

Letter of Intent (9/7/2022)



City of Pontiac - County of Oakland

LETTER OF INTENT ("Letter")

By and Between:

The City of Pontiac ("City") and the County of Oakland ("County"), a Municipal and Constitutional Corporation, by and through its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC").

The City and the County desire to negotiate a mutually acceptable agreement for the operation, planning, and maintenance of approximately 77.33 acres of real property commonly known as Hawthorne Park, which is specifically described and depicted in the diagram attached and incorporated into this Letter as Exhibit A (hereinafter "Park").


Now Therefore, the City and the County acknowledge the following mutual understandings:

1. The City and the County will work together in good faith to negotiate an agreement that will govern the operation, planning, and maintenance of the Park. The agreement must address the following:
 - a. The term of the agreement, desired to be for a length of time to be determined by the parties, but somewhere in the range of 15 to 30 years;
 - b. The application for and/or receipt of grants, donations, and other monetary contributions by the Parties for the Park;
 - c. The creation and implementation of a Park Capital Improvement Plan and a Park Operation and Maintenance Plan;
 - d. A provision that the Park name, i.e., "Hawthorne Park," shall be retained throughout the duration of the agreement;
 - e. A provision that the City shall retain legal title to the Park;
 - f. The Park shall be open to residents free of charge; and
 - g. A provision that the Park will be included in the OCPRC system and subject to OCPRC Rules and Regulations, except as otherwise expressly stated.
2. OCPRC will request an allocation of American Rescue Plan of 2021 ("ARPA") funds from the Oakland County Board of Commissioners and an appropriation of Oakland County Parks and Recreation funds to make improvements at the Park and for the projects associated with the agreement, including the Park Capital Improvement Plan authorized by the agreement, provided that this Letter does not guarantee an allocation of ARPA funds or Oakland County Park and Recreation funds by the Oakland County Board of Commissioners. The City shall not be required to contribute any monies toward improvements, made at the Park, paid for with ARPA funds.

3. The Parties acknowledge and agree that the ARPA funds will be administered by the County. The City will make all reasonable efforts to support the County's administration of the funds. The County will administer and allocate the funds at its own expense and will not impose any fee for its administration of the funds upon the City.
4. It is the intent of the Parties that the agreement will have a provision that the County shall be responsible to pay for capital improvements made pursuant to the Park Capital Improvement Plan and to pay for maintenance pursuant to the Park Operation and Maintenance Plan, except as otherwise agreed by the Parties.
5. This Letter authorizes the Parties to attempt to negotiate an agreement meeting the objectives set forth herein and to request ARPA funds.
6. This Letter does not constitute or guarantee that the Parties will negotiate an agreement, lease, or contract for the operation, planning, and maintenance of the Park.
7. The Parties have taken all actions and secured the approvals necessary to authorize and complete this Letter. The individuals signing this Letter on behalf of each party have legal authority to sign and bind the Parties to the terms and conditions contained herein.

In Witness Whereof, the City and the County have executed this letter of intent as of the date, last in time, shown below.

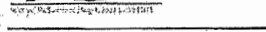
CITY OF PONTIAC
A Michigan municipal corporation

By: 

Name: Tim Greimel

Its: Mayor, City of Pontiac

Date: Aug. 3, 2022

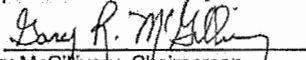
By: 

Name: Mike McGuinness

Its: City Council President, City of Pontiac

Date: Aug 4, 2022

OAKLAND COUNTY
A Michigan municipal and Constitutional Corporation

By: 
Gary McGilivray, Chairperson
Oakland County Parks and Recreation Commission

Date: 9/7/22

Exhibit A: Hawthorne Park

City of Pontiac, Michigan

Parcel ID: 14-18-100-006

Acres: 77.33



2020 Imagery / Created 7/29/2022

Interlocal Partnership Agreement (6/23/3023)

**INTERLOCAL PARTNERSHIP AGREEMENT
FOR HAWTHORNE PARK BETWEEN
THE COUNTY OF OAKLAND
AND
THE CITY OF PONTIAC**

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Pontiac, 47450 Woodward Avenue, Pontiac, Michigan 48342 ("City"). County and the City may also be referred to jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. OCPRC created the Healthy Communities Park and Outdoor Recreation Investment Plan ("Plan") that is a comprehensive approach, using the Coronavirus Local Fiscal Recovery Fund and OCPRC monies, to fund park improvements in areas most disproportionately impacted by the COVID 19 pandemic. These funds were leveraged by commitments from local governments with long term operational agreements/leases to facilitate the expansion of the OCPRC Park System to incorporate additional parks, including a park in the City.
- B. On September 7, 2022, the City and the County executed a letter of intent expressing a desire to negotiate a mutually acceptable agreement for the operation, management, planning, and maintenance of approximately 77.33 acres of real property currently known as Hawthorne Park located in Pontiac, Michigan.
- C. In October 2022, the Oakland County Board of Commissioners appropriated 15 million dollars of Coronavirus Local Fiscal Recovery Fund monies, in Miscellaneous Resolution #22-338, to fund and support the Plan.
- D. To effectuate the Plan and the use of Coronavirus Local Fiscal Recovery Fund and OCPRC monies, the County and the City now enter into this Agreement, pursuant to Michigan law, for the purpose of delineating the duties and responsibilities between the Parties with respect to operation, management, planning, and maintenance of approximately 77.33 acres of real property currently known as Hawthorne Park located in Pontiac, Michigan.

The Parties agree to the following terms and conditions:

- 1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. **Capital Improvement Project** means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
 - 1.3. **City** means the City of Pontiac, its Council, departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.4. **City Employee** means any City employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether

such persons act or acted in their personal, representative, or official capacities). "City Employee" shall also include any person who was a City Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.5. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a party 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.
 - 1.6. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.7. **County Employee** means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
 - 1.8. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.9. **Effective Date.** The date all Parties sign the Agreement.
 - 1.10. **Exhibits** means the following documents, which this Agreement includes and incorporates:
 - 1.10.1. **Exhibit A:** describes and depicts the Premises.
 - 1.11. **OCPRC** means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
 - 1.12. **Park** means the park operated and managed by OCPRC on the Premises.
 - 1.13. **Park Fees and Charges** means the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by OCPRC associated with the use of the Park.
 - 1.14. **Park Revenue** means the monies generated from the Park Fees and Charges received by OCPRC and grants, gifts, and donations received by OCPRC or by the City for the Park.
 - 1.15. **Premises** means the real property that is described and depicted in Exhibit A.
 - 1.16. **Transition Period** means a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.
2. **AGREEMENT TERM/PROPERTY DESCRIPTION & TERMINATION.**

- 2.1. **Agreement Term.** This Agreement shall commence on the Effective Date and end twenty (20) years from the Effective Date (“Initial Term”). On the date the Initial Term ends, this Agreement shall automatically renew, without action of either Party, for twenty (20) years (“Renewal Term”). However, if either Party provides written notice to the other Party, at least one hundred eighty (180) days before the end of the Initial Term, of its desire that the Agreement not renew, then the Agreement shall end on the last day of the Initial Term. The non-renewal of this Agreement pursuant to this Section shall not be deemed a termination of this Agreement under Section 2.7. The terms and conditions contained in this Agreement shall not change during the Renewal Term. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. **Property Subject to Agreement.** The City grants the County use of the Premises for the purposes and according to the terms and conditions set forth herein.
- 2.4. **Use of Premises.** On the date the Transition Period ends, OCPRC shall have care, control, and use of the Premises to operate, manage, plan, maintain, and improve the Premises for public recreation activities, as further described and delineated herein, and to provide other recreation activities mutually agreed upon by the Parties. OCPRC shall obtain the City’s prior consent, in writing, to use the Premises for any purpose not described herein, such consent shall be given by the City’s Representative.
- 2.5. **Fee for Use of Premises.** The County shall not pay a monetary fee for the use of the Premises. The Parties acknowledge that the services provided by the County during this Agreement are adequate consideration for this Agreement.
- 2.6. **Designation of Park & Name of Park.** During this Agreement, the Premises shall be designated an OCPRC Park with the following name: “Pontiac Oaks.”
- 2.7. **Termination/Expiration.**
 - 2.7.1. **Termination by the City.** The City may terminate this Agreement, at any time, if OCPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) OCPRC provided the City with information at any time during this Agreement that was false or fraudulent; or (3) OCPRC materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to OCPRC.
 - 2.7.1.1. **Termination by the City in Absence of Default/Breach.** If the City terminates this Agreement, in absence of default or breach by OCPRC, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.
 - 2.7.1.2. **Termination by the City for Default/Breach.** If the City terminates this Agreement for default or breach by OCPRC, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.

2.7.2. **Termination by OCPRC.** OCPRC may terminate this, at any time, if the City is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Premises are no longer being used for the purposes identified in this Agreement; (2) the City provided OCPRC with information, at any time during the Agreement term, that was false or fraudulent; (3) the City materially fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to the City.

2.7.2.1. **Termination by OCPRC in Absence of Default/Breach.** If OCPRC terminates this Agreement in absence of default or breach by the City, then the City does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.

2.7.2.2. **Termination by OCPRC for Default/Breach.** If OCPRC terminates this Agreement for default or breach of the City, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice.

2.7.3. **Disposition of Personal Property Upon Expiration/Termination of Agreement.** Upon expiration or termination, for any reason, of this Agreement each Party shall retain ownership of personal property purchased by them, unless the Parties agree in writing otherwise. "Personal property" does not include buildings or fixtures.

2.7.4. **Condition of Park Upon Expiration/Termination of Agreement.** Upon the expiration or termination of this Agreement, OCPRC shall cease all Park management and operation, surrender the Premises to the City, and cooperatively work with the City to transfer Park management and operation.

2.7.5. **Payment for Non-Depreciated Capital Improvement Projects Upon Agreement Expiration.** If the Agreement is not renewed at the end of the Initial Term for the Renewal Term, then the City shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC with non-Coronavirus Local Fiscal Recovery Fund monies, on the date the Agreement expires. Upon the expiration of the Renewal Term, the City shall not reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC.

3. **TRANSITION PERIOD.**

3.1. **Transition Period.** This Agreement includes a Transition Period. During the Transition Period, the Parties shall work cooperatively to facilitate the transfer of Park management and operations to OCPRC.

3.2. **Park Information.**

3.2.1. **Grants & Endowments.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all grant agreements, endowment agreements, or other agreements that impose restrictions and conditions upon the Premises and its use.

3.2.2. **Agreements between the City and Third Parties.** Within thirty (30) days of the Effective Date, the City shall provide OCPRC copies of all third party agreements

relating to the use, management, or operation of the Premises, if any. OCPRC is not under any obligation to assume any third party agreements relating to the management or operation of the Premises.

3.3. **Rights and Obligations During the Transition Period.**

- 3.3.1. **Park Operation and Maintenance During Transition Period.** During the Transition Period, the City shall be responsible to operate and maintain the Park and to pay for all costs associated therewith, except that OCPRC shall assume sole responsibility for cutting the grass, at its sole, expense effective July 1, 2023.
- 3.3.2. **County Right to Access the Premises.** During the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.
- 3.3.3. **Premises Inspections.** During the Transition Period, the County shall inspect the infrastructure and conditions of the Park, including but not limited to the condition of utilities and their connections, the parking lot, trees, restrooms, playground equipment, trails and pathways, boat launch, and dock. The inspection shall be codified in a document to illustrate the condition of the Premises at the end of the Transition Period.
- 3.3.4. **Park Planning.** During the Transition Period, the County shall: (1) assume primary responsibility for Park planning, (2) regularly consult with the City about such planning, and (3) organize at least two (2) community forums in the City during the Transition Period to hear suggestions from City residents.
- 3.3.5. **Park Programming.** During the Transition Period, OCPRC may organize and host mutually agreed upon recreation programs, events, volunteer activities, and other activities.

3.4. **Environmental Condition.**

- 3.4.1. **Environmental Assessments.** During the Transition Period, OCPRC shall examine the Premises and perform a Phase I Environmental Site Assessment (ESA), at its sole cost, and additional environmental assessments that OCPRC deems necessary, in its sole discretion and at its sole cost.
- 3.4.2. **Copies of Environmental Assessments.** OCPRC will provide the City with a copy of the Phase I ESA and any other environmental assessments. OCPRC shall take possession of the Premises subject to such Phase I ESA and other environmental assessments performed pursuant to this Section.
- 3.4.3. **Termination Related to Environmental Assessments.** Notwithstanding any other provision, OCPRC may terminate this Agreement prior to the end of the Transition Period, if OCPRC is not satisfied with the condition of the Premises as evidenced by the Phase I ESA or other environmental assessment performed pursuant to this Section.

4. **PARK GOVERNANCE & OPERATIONS.**

- 4.1. **Agreement Administration.** The City Mayor or their successor or their written designee is the City's Agreement Administrator (hereinafter "the City's Representative"). The OCPRC Director or their successor or their written designee is

OCPRC's Agreement Administrator (hereinafter "OCPRC's Representative"). Each Party must notify the other of their written designees.

- 4.2. **Disputes.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the City Representative and the OCPRC Representative for possible resolution. If the City Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.
- 4.3. **Park Management and Operations.** Except as otherwise provided by this Agreement, OCPRC shall manage and operate the Park in a manner consistent with other OCPRC Parks, OCPRC policies, the OCPRC 5-Year Parks and Recreation Master Plan ("OCPRC Master Plan"), and the plans and programs set forth and described herein. The OCPRC Master Plan can be found on the OCPRC website and includes the following core values: (a) Diversity, Equity, and Inclusion, (b) Health and Wellness, (c) Environmental Sustainability and Natural Resource Stewardship, and (d) Fiscal Responsibility and Organizational Excellence. OCPRC shall manage and operate the Park with OCPRC staff, volunteers, and contractors.
- 4.4. **Park Improvement Projects.** OCPRC shall be responsible to provide and perform (either directly or through third parties) improvements for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. All Capital Improvement Projects shall become an integral part of the Premises and shall be owned by the City. No Capital Improvement Projects shall occur without the prior written approval of the City's Representative, unless such Capital Improvement Project was included in the CIP.
- 4.5. **Park Maintenance/Repairs.** OCPRC shall be responsible to provide and perform (either directly or through third parties) maintenance and repairs for the Park. This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein.
- 4.6. **Park Utilities and Services.** OCPRC shall be responsible to provide the utilities and services, it deems necessary for the operation of the Park. The provision of and costs for the utilities shall be set forth in the plans and programs set forth and described herein. However, OCPRC shall not authorize or approve any easements or other encumbrances to, on, or across the Park or the Premises.
- 4.7. **Park Action Plan.** By November 30, 2023, OCPRC shall create a Park Action Plan. The Park Action Plan shall be created pursuant to OCPRC's current policies and procedures, but shall include provisions related to Hawthorne Park contained in the 2021-2025 Pontiac Parks and Recreation Master Plan. Once completed, OCPRC shall submit the Park Action Plan to the City Representative for comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council. The City Representative shall submit its comments and recommendations to the OCPRC Representative within thirty (30) Days of receipt of the Master Plan. OCPRC Representative shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations. The Park Action Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative and a majority vote of the City's City Council.

Notwithstanding any other provision, if the City Council does not approve the Park Action Plan by March 31, 2024, the County may terminate this Agreement. Such termination shall not be deemed a breach or default of the City. Modifications to the Action Plan shall be codified according to the procedure set forth in this Section.

- 4.8. **Park Operations and Management Plan.** When OCPRC deems necessary, OCPRC shall create a Park Operations and Management Plan (“POMP”), addressing Park operations and forecasting Park maintenance projects for a five (5) year period. Except as otherwise provided by this Agreement, the POMP shall be created pursuant to OCPRC’s current policies and procedures. Once completed, OCPRC shall submit the POMP to the City Representative for comments and recommendations. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the POMP. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the POMP. After receiving the City Representative’s comments and recommendations or passage of the forty-five (45) day period (whichever is first), OCPRC shall commence to have the POMP adopted and implemented pursuant to its policies and procedures. Modifications to the POMP shall be codified according to the procedure set forth in this Section.
- 4.9. **Park Capital Improvement Plan.** When OCPRC deems necessary, OCPRC shall create a Park Capital Improvement Plan (“CIP”) forecasting Capital Improvement Projects for a five (5) year period. The CIP shall be created pursuant to OCPRC’s current policies and procedures and shall be included in OCPRC’s annual CIP. Once completed, OCPRC shall submit the CIP, applicable to the Park, to the City Representative for comments and recommendations. The Park Capital Improvement Plan shall not be approved or implemented by OCPRC without prior written approval by the City Representative. The City Representative shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the CIP. OCPRC shall review and consider the City Representative’s comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the CIP. After receiving the City Representative’s written approval of the CIP, OCPRC shall commence to have the CIP adopted and implemented pursuant to its policies and procedures. Modifications to the CIP shall be codified according to the procedure set forth in this Section.
- 4.10. **Park Access/Parking.** OCPRC shall be responsible to determine how Park patrons will access the Park (ingress to and egress from the Park). This responsibility and the costs associated therewith shall be addressed in the plans and programs set forth and described herein. In no event shall any resident of the City incur any fee or charge for entering the Park or Premises or for parking their car in or on the Park or Premises.
- 4.11. **Endangered Species.** OCPRC acknowledges that the Premises or portions thereof may be subject to restrictions or closures, if endangered species are present.
- 4.12. **Park Rules.** During this Agreement, the Park and Premises shall be subject to OCPRC Rules and Regulations and OCPRC policies and procedures, except as otherwise

provided by this Agreement.

- 4.13. **Park Security.** OCPRC shall work with the Oakland County Sheriff's Office or other law enforcement to develop a security plan for the Park. Once completed, OCPRC shall submit the security plan to the City Representative for comments and recommendations. The City shall submit its comments and recommendations to the OCPRC Representative within forty-five (45) Days of receipt of the security plan. If the City Representative does not respond within the forty-five (45) day period, then the City Representative is deemed not to have any comments or recommendations. OCPRC shall review and consider the City Representative's comments and recommendations and shall endeavor to address all comments and recommendations; however, OCPRC is not obligated to incorporate such comments and recommendations into the security plan. Security for the Park or Premises shall be provided by OCPRC solely at the expense of the OCPRC. Any routine, scheduled, or non-emergency services that may be provided to the Park or Premises shall be paid for by OCPRC or the County at their sole expense, and such services shall not be provided by the Oakland County Sheriff's Office by utilizing personnel contracted for by the City pursuant to its contract(s) with the Oakland County Sheriff's Office. Nothing in this paragraph should be construed as preventing or prohibiting Oakland County Sheriff's Office deputies contracted by the City from driving through the Park if they are on a routine patrol.
- 4.14. **Signs.** OCPRC shall be responsible for and is permitted to erect signs to identify the Park and features/structures located therein and to erect other signs that are typical and/or necessary at a public park of this nature. OCPRC shall seek the City's input regarding the design of any new sign at the entrance to the Park. OCPRC shall allow the existing City park sign to remain in its current location and shall allow the City to maintain, repair, or replace the existing city park sign, as needed.
- 4.15. **Volunteers.** OCPRC will use volunteers at the Park in various capacities, including existing volunteers and volunteer groups. All volunteers providing volunteer service at the Park shall become part of OCPRC's volunteer program.
- 4.16. **Future Real Property Acquisition.** OCPRC shall use its best efforts to assist the City with the acquisition of approximately 18.96 acres of real property (with the current Tax Identification Number of 14-18-201-011) abutting the Park. These efforts may include assistance with grant applications, funding assistance, and other services related to the acquisition of real property. If acquired, such real property shall be owned by the City, but shall be added to and included in this Agreement by way of an Agreement Amendment.
- 4.17. **Sponsorship of Events/Programs at Park by Third Parties.** Without approval from the City, OCPRC may solicit or accept sponsorship of events/programs at the Park by third-parties, pursuant to OCPRC's policies and procedures.
- 4.18. **Use of Park by Third Parties.** Notwithstanding any other provision in this Agreement, OCPRC may license use of the Park to third parties for events or programs, without approval from and notification to the City. OCPRC shall allow such use via written agreement with the third party, pursuant to OCPRC's policies and procedures and shall make its best efforts to notify the City of such events and programs in writing. To avoid scheduling conflicts at the Park, all third parties desiring to use the Park for events or programs shall schedule such use through OCPRC.
- 4.19. **Use of Park by the City.** The City may use the Park for City-sponsored community-wide events or programs at no cost, charge, or fee, if such use does not conflict with

scheduled events or programs. To avoid scheduling conflicts at the Park, the City shall reserve use of the Park for its events or programs, through OCPRC. The City shall be responsible for all costs associated with the setup, operation, and cleanup of such events or programs.

5. **PARK FINANCES.**

- 5.1. **Initial OCPRC Investment.** The County shall make an initial investment of, not less than one million five hundred thousand dollars (\$1,500,000.00), for Park operations, management, planning, maintenance, and improvements (“Initial Park Investment”).
- 5.2. **Establishment of Park Fees & Charges.** OCPRC shall establish all Park Fees and Charges at the Park. The Park Fees and Charges shall be created, adopted, and implemented pursuant to OCPRC’s current policies and procedures. Notwithstanding any other provision in this Agreement, at no time shall City Residents and Oakland County Residents be charged a fee for entry into the Park or the Premises or for parking at the Park or on the Premises.
- 5.3. **Park Revenue.** Subject to applicable law, all Park Revenue shall be paid to OCPRC and shall be deemed OCPRC’s. OCPRC shall record the monies of all Park Revenue according to generally accepted accounting principles and in a manner similar to how OCPRC records other revenue it collects and receives.
- 5.4. **Annual Accounting and Audits.** OCPRC shall provide the City with an annual accounting of Park Revenue consistent with OCPRC’s policies and procedures. The City has the right to annually review and audit OCPRC’s records related to Park Revenue.
- 5.5. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for Park expansion, development, improvements, operation, and maintenance. OCPRC shall be responsible for applying for and managing grants related to the Park.

6. **ASSURANCES/LIABILITY/INSURANCE.**

- 6.1. **Title to Premises.** The City warrants that it has fee simple title to the Premises and the authority to enter into this Agreement. The City, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging the City’s right to execute this Agreement or OCPRC’s use of the Premises as set forth herein.
- 6.2. **Liability for Claims.** Except as otherwise provided herein, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.3. **Liability for Claims Prior to the Agreement Effective Date.** The City shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at the City’s sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.
- 6.4. **Liability for Environmental Matters.** Notwithstanding any other provision, OCPRC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Premises, which existed on the Premises prior to the Effective Date and/or discovered by the Phase I ESA or any other environmental assessments performed pursuant to this Section 3.
- 6.5. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments

and attorney fees, for any Claim that may arise from the performance of this Agreement.

- 6.6. **Responsibility for Costs/Fines/Fees.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 6.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 6.8. **Governmental Function/Reservation of Rights.** Performance of this Agreement is a governmental function and government service. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 6.9. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 6.10. **Insurance.**
 - 6.10.1. Except for the insurance set forth in Section 6.10.2 and Section 6.10.3, this Agreement does not require either Party to obtain insurance to cover loss exposures associated with this Agreement and the Park. Each Party is solely responsible to determine whether it will obtain insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
 - 6.10.2. If the City purchases a special event insurance policy for use the Premises, for whatever reason, then the City shall name the County and its boards, commissions, elected and appointed officers/officials, employees, and volunteers as “additional insureds” on such policy.
 - 6.10.3. The City, at its sole cost, shall obtain real property insurance for existing buildings and structures located on the Premises and for any future buildings and structures located on the Premises whether built by the City or OCPRC. If a building or structure that is covered by the City’s real property insurance is damaged or destroyed, OCPRC shall repair or replace the building or structure and the City shall reimburse OCPRC for all costs associated with the repair or replacement of such building or structure. OCPRC shall invoice the City for the costs of the repair or replacement and the City shall paid such invoice within thirty (30) calendar Days.
- 6.11. **Waste.** OCPRC shall not commit or allow to be committed any waste or nuisance on the Premises and will not use, or allow the Premises to be used, for any unlawful purpose.
- 6.12. **Compliance with Laws.**
 - 6.12.1. OCPRC shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Premises and Park. OCPRC shall obtain any necessary permits regarding its use of the Premises.
 - 6.12.2. OCPRC acknowledges that any violations of the federal, state, or local regulations

or convictions of any resource violations may be considered a default by OCPRC and the City may terminate this Agreement, as provided herein.

6.12.3. The Parties acknowledge that the Initial Park Investment are monies from the Coronavirus Local Fiscal Recovery Fund allocated to the County pursuant to the American Rescue Plan Act of 2021. The County has determined that the work to be performed with the Initial Park Investment are government services that fit into the loss revenue eligible use category under the Department of Treasury Final Rule implementing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan of 2021. 31 CFR §35.6(d) (2023).

6.13. **Authorization.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7. GENERAL TERMS AND CONDITIONS.

- 7.1. **No Interest in Premises.** Through this Agreement, OCPRC shall have no title interest in and/or to the Premises or any portion thereof and has not, does not, and will not claim any such title or any easement over the Premises.
- 7.2. **Delegation or Assignment.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for the City shall be given by the City Representative.
- 7.3. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and the City.
- 7.4. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
- 7.5. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 7.6. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 7.7. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive

case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

- 7.8. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, 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, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 7.9. **Notices.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
- 7.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 7.9.2. If Notice is sent to the City, it shall be addressed and sent to the City Clerk, 47450 Woodward Avenue, Pontiac, Michigan 48342 and the City Mayor, 47450 Woodward Avenue, Pontiac, Michigan 48342.
- 7.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 7.10. **Governing Law/Consent To Jurisdiction And Venue.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 7.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be deemed originals and may be relied on to the same extent as originals.
- 7.12. **Entire Agreement.** This Agreement and the referenced Affidavit represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park and the Premises. This Agreement and the referenced Affidavit supersede all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Tim Greimel, Mayor, City of Pontiac, has been authorized by a resolution of the City, to execute this Agreement.

EXECUTED: Tim Greimel
Tim Greimel, Mayor
City of Pontiac

DATE: June 14, 2023

WITNESSED: Janice Siddeth

DATE: June 14, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement.

EXECUTED: David T. Woodward
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: 6/22/23

WITNESSED: Colin

DATE: 6/22/23

EXECUTED: Gary R. McGilivray
Gary McGilivray, Chairperson
Oakland County Parks and Recreation Commission

DATE: 6/23/23

WITNESSED: Colin

DATE: 6/23/23

Transition Period Plan (6/28/2023)



Healthy Communities Park and Outdoor Recreation Investment Plan Transition Period Plan

The County of Oakland (“County”) and the City of Pontiac (“City”) enter into this Transition Period Access Plan (“Plan”) pursuant to Section 3.3.2 of the Interlocal Partnership Agreement for Hawthorne Park between the County and the City, dated June 22, 2023 (“Interlocal Partnership Agreement”).

INTRODUCTION

1. Section 3.3.2 of the Interlocal Partnership Agreement provides “during the Transition Period, the County may access the Premises to perform maintenance, restoration, repairs, and improvements to the Premises, mutually agreed to by the Parties in writing.” This Plan is the writing contemplated by Section 3.3.2.
2. Section 1.1.6 of the Interlocal Partnership Agreement defines “Transition Period” as a period of time commencing on the Effective Date and ending on September 30, 2023 or the date the City Council and the date the City Representative approves the Park Action Plan (as described in Section 4.7), whichever occurs last.”
3. Section 1.2 of the Interlocal Partnership Agreement defines “Capital Improvement Project” as a project that: (1) costs thirty thousand dollars (\$30,000.00) or more and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
4. Section 4.4 of the Interlocal Partnership Agreement provides “No Capital Improvement Projects shall occur without the prior written approval of the City’s Representative, unless such Capital Improvement Project was included in the CIP.”
5. The purpose of this Plan is to describe and delineate the duties and responsibilities of each Party during the Transition Period.
6. The Parties agree to the following terms and conditions:

Oakland County Parks and Recreation Commission (OCPRC) shall do the following, at its sole cost, during the Transition Period.

OCPR STAFF WORK DAYS – Schedule one or more staff work days to perform general cleanup and help with specific tasks as outlined below.

TRASH AND DEBRIS CLEANUP – Weekly trash pick-up on Mondays & Fridays beginning 7/3/2023. Address storm damage and debris cleanup as needed.

SNOW REMOVAL – Snow removal per OCPR standards if requested by City.

SAFETY HAZARDS – Inspect and address safety hazards.

MOWING – Begin mowing 7/1/2023 (per Section 3.3.1 of Interlocal Partnership Agreement).

NO-MOW ZONES – Review and develop no-mow zones with signage explaining environmental benefits.

ASSET MANAGEMENT – Assess all assets; implement repairs and/or replacements as needed for safety and customer services; implement Capital Improvement Projects if warranted by the condition of current assets, including:

- Restrooms, repair of existing structure and reconnection of utilities, or replacement if not repairable
- Fishing pier, replacement of existing structure, potential addition of accessible kayak launch if feasible
- Play structures, replacement of broken equipment, removal of broken mulch barrier and replenishment of mulch
- Signage as needed

AMENITY IMPROVEMENTS – Improve or replace existing amenities such as picnic tables, benches, trash cans, security cameras, and other site furnishings and equipment.


PARK SECURITY – Arrange for Oakland County Deputy patrols as needed for security of visitors and park assets.

DISC GOLF COURSE – Establish an agreement with existing Driftwood Creek Disc Golf Club.

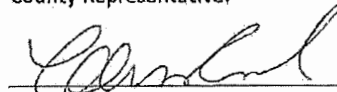
NATURAL RESOURCE MANAGEMENT:

- Freshwater: fish and aquatic wildlife, electrofishing, aquatic invasive species surveys and control (if necessary), and control of nuisance algae and plant growth necessary for boat launch access
- Natural areas: natural community surveys, control of non-native invasive species, primarily along the shoreline using chemical control, and management of no-mow zones including native seeding
- Forestry: forest health assessment, and removal or trimming of hazardous trees
- Wildlife: native and non-native wildlife surveys

City Representative:

 6-28-23
Name: Khalfani Stephens Date
Title: Deputy Mayor, City of Pontiac

County Representative:

 6-28-23
Name: Chris Ward Date
Title: Director, Oakland County Parks and Recreation

References

- ASTI. 5/19/2023. *Hawthorne Park Phase I Environmental Site Assessment*. Brighton MI: ASTI Environmental.
- ASTI. date. "Hawthorne Park Phase II Environmental Site Assessment."
- City of Pontiac and County of Oakland. 6/23/2023. *Interlocal Partnership Agreement*. Waterford MI: Oakland County Parks and Recreation Commission.
- City of Pontiac and County of Oakland. 9/7/2022. *Letter of Intent*. Waterford MI: Oakland County Parks and Recreation Commission.
- ETC Institute. 2022. *Oakland County Parks Needs Assessment Findings Report*. Waterford MI: Oakland County Parks and Recreation Commission.
- NRPA. 5/1/2021. "Equity in Parks and Recreation: A Historical Perspective. ." Ashburn, MA. Accessed 8 1, 2023. <https://bit.ly/3OjhUfb> .
- OCP. 1/26/2023. *Oakland County Parks 5-Year Parks and Recreation Master Plan 2023-2027*. Waterford MI: Oakland County Parks and Recreation Commission.
- Pontiac. 1/29/2021. *Pontiac Parks and Recreation Master Plan 2021-2025*. Pontiac MI: City of Pontiac City Council.

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

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

FROM: Alicia Martin, Purchasing Manager
Allen H. Cooley, III, Department of Public Works (DPW) Director

DATE: September 15, 2023, for September 19, 2023, Session

RE: The Purchasing Manager and Finance Director requests that the Pontiac City Council approves for the Finance Director to sign the Allied Building Service of Detroit, Inc. quotes for HVAC and Painting Improvements for City Hall. Allied Building is a contractor who received a bid award through the Omnia Partners cooperative purchasing program where the City of Pontiac is a participating member. The total cost to install a new Heat Pump System is \$30,713, and \$39,160 to paint various locations on the 1st and 2nd floor of City Hall. The total spend for HVAC and Painting will not exceed \$69,873.

The heating system in the basement of City Hall is not working and there are many office spaces that require aesthetic improvements after many years of neglect. The Purchasing Manager is using the State of Michigan MiDeal Cooperative contract no. 00861 to procure the heating, ventilation, and Air Conditioning (HVAC) services required to install a new heat pump system, and the painting services required to paint various locations in City Hall.

Allied anticipates completing the HVAC improvements within one month of receiving a signed quote and approved purchase order. The HVAC install completion time is also based on equipment lead time. Allied anticipates completing the Painting services within one month of receiving a signed quote and approved purchase order.

According to Pontiac Code Section 2-523, the City may use cooperative purchasing when the Purchasing Agent or the City Council deems it to be in the "best interest of the City." The ordinance further permits that when bids are received through such cooperatives, the advertising and bidding requirements are deemed to have been met.

WHEREAS, The Purchasing Manager has ensured that the purchase is following the City's municipal code, Division II. Purchasing, Section 2-517, 2-518, and 2-519 pertaining to major purchases; and

WHEREAS, the Purchasing Manager is requesting approval for the Finance Director to sign the Allied Building Service quotes for HVAC and Painting Services totaling \$69,873;

NOW, THEREFORE
BE IT RESOLVED, The Pontiac City Council approves the Mayor or Mayor Designee to allow the Finance Director to sign the quotes for Allied Building Service of Detroit, Inc. to purchase the HVAC and Painting Services for City Hall.

AM

QUOTE PQ-00004548

Pontiac City Hall HVAC improvements



1801 Howard Street Detroit Mi 48216
313-230-0800 www.teamallied.com

Date: September 14, 2023

Valid Until: October 16, 2023

Attn: Larry Robinson

CUSTOMER

City of Pontiac
47450 Woodward
Pontiac, MI 48342

LOCATION OF WORK

Pontiac City Hall
47450 Woodward Ave
Pontiac, MI 48342

SCOPE OF WORK

Subject: Install new Heat pump system.

Provide demo of existing system, recover Freon and remove equipment from site.
Provide and install new (5) Heat pump package air handler and condenser.
Provide new line set.
Cap existing water lines and install new lift pump.
Install new air handler in same spot, and provide air filter box and sheet metal transitions.
Provide (1) new 15 KW electric heater.
Provide outdoor condenser on the ground with pad.
Demo existing electrical as needed.
Provide (2) 50 amp, 240 Volt single phase circuits
Provide (1) 30 amp, 240 Volt single phase circuit
Provide start up and operation check.
Electrical and mechanical permits included.

Quote Total: \$30,713.00

TERMS (COD)

Price is firm / fixed

A firm fixed price is a fixed price agreed upon by both parties for the scope of work outlined in the proposal.

Pricing is subject to change with a change in scope of work, delays out of control of the contractor or other such items that change the fundamental direction, scope and ability to complete such work.

Regular Straight Time Wages

Regular and Overtime wages DO NOT include any Prevailing Wage, Davis bacon or Service Contract Act wages. If required, pricing will increase.

If you should have any questions, please feel free to call or email me.

Sincerely,

Paul Janeski
pjaneski@teamallied.com
(313) 654-2258

TO ACCEPT THIS PROPOSAL, please sign, date and return it, or you can forward an updated purchase order or work order.

CUSTOMER APPROVAL: _____ Printed Name: _____ Date: _____

QUOTE PQ-00004546

Pontiac City Hall Painting



1801 Howard Street Detroit Mi 48216
313-230-0800 www.teamallied.com

Date: September 14, 2023

Valid Until: October 16, 2023

Attn:Larry Robinson

CUSTOMER

City of Pontiac
47450 Woodward
Pontiac, MI 48342

LOCATION OF WORK

Pontiac City Hall
47450 Woodward Ave
Pontiac, MI 48342

SCOPE OF WORK

We propose to furnish labor, materials, equipment and insurance at a sum of:

BASE BID PAINTING – 2nd Floor Mayor's Office: \$ 7,040.00

Prep Existing Walls for Paint.

o Typical Paint Prep Patching & Masking.

Paint Walls Throughout Mayor's Office Suite.

o Excludes – Mayor's Office, Mayor's Conf. Room & Copy Room.

o Excludes – Moving of Furniture Required.

Typical Day Shift Labor Included.

BASE BID PAINTING – 2nd Floor Human Res. Office: \$ 3,960.00

Prep Existing Walls for Paint.

o Typical Paint Prep Patching & Masking.

Paint Walls Throughout Human Resources Office Suite.

o Excludes – Storage Closets.

o Excludes – Moving of Furniture Required.

Typical Day Shift Labor Included

BASE BID PAINTING – 2nd Floor Corridor Walls: \$ 4,840.00

Prep Existing Walls for Paint.

o Typical Paint Prep Patching & Masking.

Paint Walls Throughout 2nd Floor Corridor & Down Stairwells.

o Includes – Accent Color Stripe at Walls.

o Excludes – Painting Wall Tile.

o Excludes – Moving of Furniture Required.

Typical Day Shift Labor Included.

BASE BID PAINTING – 2nd Floor Purchasing Dept: \$ 3,960.00

Prep Existing Walls for Paint.

o Typical Paint Prep Patching & Masking.

Paint Walls Throughout Purchasing Dept. Office Suite.

o Includes – Stainkill at Existing Wood Panel Walls

o Excludes – Moving of Furniture Required.

Typical Day Shift Labor Included.

BASE BID PAINTING – 2nd Floor Purple Offices: \$ 3,960.00

Prep Existing Walls for Paint.

o Typical Paint Prep Patching & Masking.

Paint Walls Throughout Purple Wall Office Suite.
o Includes – Stainkill at Existing Purple Office Walls
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included.

BASE BID PAINTING – 2nd Floor Council Room: \$ 2,750.00
Prep Existing Walls for Paint.
o Typical Paint Prep Patching & Masking.
Paint Walls Throughout Council Suite.
o Includes – Patching at Coat Hooks
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included.

BASE BID PAINTING – 1st Floor Common Area: \$ 3,520.00
Prep Existing Walls for Paint.
o Typical Paint Prep Patching & Masking.
Paint Walls Throughout Common Area Corridor.
o Includes – Walls Above Tile & Bulkhead in Ceiling.
o Includes – Walls Down Stairs from 1st Floor to Basement.
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included

BASE BID PAINTING – Basement Kitchen Area: \$ 1,540.00
Prep Existing Walls for Paint.
o Typical Paint Prep Patching & Masking.
Paint Walls Throughout Basement Kitchen Area.
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included.

BASE BID PAINTING – Basement Code Enforcement: \$ 3,410.00
Prep Existing Walls for Paint.
o Typical Paint Prep Patching & Masking.
Paint Walls Throughout Basement Code Enforcement.
o Includes – Vestibule, Open Office, Office #1 & Storage Room.
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included.

BASE BID PAINTING – Basement Common Corridors: \$ 4,180.00
Prep Existing Walls for Paint.
o Typical Paint Prep Patching & Masking.
Paint Walls Throughout Basement Code Enforcement.
o Includes – Walls Above Tile.
o Excludes – Moving of Furniture Required.
Typical Day Shift Labor Included.

Quote Total: \$39,160.00

TERMS (COD)

Price is firm / fixed

A firm fixed price is a fixed price agreed upon by both parties for the scope of work outlined in the proposal.

Pricing is subject to change with a change in scope of work, delays out of control of the contractor or other such items that change the fundamental direction, scope and ability to complete such work.

Regular Straight Time Wages

Regular and Overtime wages DO NOT include any Prevailing Wage, Davis bacon or Service Contract Act wages. If required, pricing will increase.

If you should have any questions, please feel free to call or email me.

Sincerely,

Paul Janeski
pjaneski@teamallied.com
(313) 654-2258

TO ACCEPT THIS PROPOSAL, please sign, date and return it, or you can forward an updated purchase order or work order.

CUSTOMER APPROVAL: _____ Printed Name: _____ Date: _____



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the Design Build Entity to provide professional services. (Authority: 1984 PA 431)

**CONTRACT FOR INDEFINITE-SCOPE, INDEFINITE-DELIVERY FOR
2020 MINOR PROJECT DESIGN BUILD SERVICES**

THIS CONTRACT, authorized this 7th day of February in the year two-thousand and twenty (2020), by the State Administrative Board/Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West Joseph Street, Lansing, Michigan, hereinafter called the State, and

Allied Building Service of Detroit, Inc.
1801 Howard Street
Detroit, MI 48216

hereinafter called the Design Build Entity (DB Entity),

WHEREAS, the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [The Department] proposes securing Design Build Services for the following project:

Indefinite-Scope, Indefinite Delivery Contract No. 00861
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Design Build Indefinite-Scope, Indefinite-Delivery (ISID) Contract for Minor Projects
Various State Departments and Facilities
Various Site Locations, Michigan

NOW THEREFORE, the State of Michigan and the DB ENTITY in consideration of the covenants of this Contract agree as follows:

The State of Michigan has accepted the DB Entity's offer to provide the goods or services in accordance with the Design Build Contract's terms and specifications. The DB Entity agrees to supply the goods or services at the price and on this contract's terms and conditions, and to assume and perform all the covenants and conditions required of the Contractor. The State of Michigan agrees to pay the DB Entity the Contract Price for the supply of the goods or services and the performance of the DB Entity's covenants.

The DB Entity shall provide the design and construction services on an as-needed basis at Various State/Client Agencies within the various locations as defined by the State of Michigan, in strict accordance with the contract and subsequent ISID assignments;

The State of Michigan shall compensate the DB ENTITY for providing services as outlined in the terms and conditions of this Contract and any subsequent ISID assignment.

This ISID contract will remain in effect for three (3) years from the date of this contract award plus an option of two additional one (1) year, but may be unilaterally terminated by the State of Michigan, at any time, for cause or its convenience, by written notification of the State of Michigan, to the DB Entity.

This contract does not warrant or imply to the DB Entity entitlement to perform any specific percentage (%) amount of compensation, work or projects during the life of this three (3) year contract.

The DB Entity is not to provide any design or construction services or incur any expenses until individual ISID projects are assigned to this contract and approved by the State of Michigan.

PLEASE NOTE: For this Design Build ISID contract, your permanent assigned ISID Contract Number, as noted above, must be provided on all correspondence and documents.

The DB ENTITY shall provide the professional services for the Project in the sequence outlined in this Contract in accordance with the Department's approved and attached Appendix - Project/Program Statement and the attached Appendix - Department's "Design and Construction Consultant Services Utilization Manual" and be solely responsible for such services. The DB ENTITY services shall be performed in strict accordance with this Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Design Build ISID Contract for Minor Projects to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the DB ENTITY received a copy executed by the authorized State of Michigan representative(s) by regular, registered, or certified mail or by delivery in person.

FOR THE DESIGN BUILD ENTITY:

Allied Building Service Company of Detroit, Inc

Firm Name

CV0023753

SIGMA Vendor ID Number

Matthew Guyot

02/07/2020

Signature

Date

Director

Title

FOR THE STATE OF MICHIGAN:

Robert Han

Director, Department of Technology, Management and Budget

03-04-2020

Date

NOW THEREFORE, the Department and the DB ENTITY, in consideration of the covenants of this Contract, agree as follows:

WHEREAS, this Contract constitutes the entire agreement between the parties, any Contract Modification of this Contract and the Department's approved and attached Project/Program Statement must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the DB ENTITY for correcting, or for responding to claims or litigation for, the DB ENTITY's Contract Documents, design errors, omissions, or neglect on the part of the DB ENTITY.

The definition of terms and conditions of this Contract are described and outlined in the following Articles and attached appendices.

This Contract provides two (2) distinct types of DB ENTITY services. These professional services may be coordinated and combined, or used singularly, depending upon the flexibility required by the Project.

The two (2) distinct types of DB ENTITY services for this Contract are defined as follows:

- I. **DESIGN SERVICES:** Provide complete architectural and engineering design/build, specialized study services, or other professional services. The design work activities will be performed either by the DB ENTITY or through their Consultant(s).

The DB ENTITY's design work may be provided by either the DB ENTITY's office staff, or a third-party consultant procured by either the State of Michigan or the DB ENTITY. The Department may also elect to use a design/build approach combining the design and construction orders to provide an integrated, expedient, delivery approach.

Design and Construction Consultant (DB ENTITY) Services: The following Phase description(s) outline the DB ENTITY design services that may be necessary, but may not be limited to, accomplishing the scope of work.

Phase 100 - Study

Provide complete and comprehensive Study Deliverables to meet the requirements of the Project.

Upon completion of all field investigation or research, prepare a complete Study Report with an executive summary, and in such detail, as the Project Director may prescribe.

Phase 200 - Programming

Research the physical, functional, and programmatic relationships required by the State/Client Agency.

Prepare a Program Statement with a complete building or facility program, listing all spaces organized by department and staff classification, adjacencies, uses, and other needs. Include information on required environmental conditions, building systems, equipment, adjacencies, security, and special conditions needs for each space.

Acceptance and approval of the Program Statement by the Department does not limit subsequent inclusion of minor, but essential, programmatic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project design.

Phase 300 - Schematic Design

Upon written authorization from the Project Director, prepare Schematic Design Deliverables consistent with the Project requirements and the approved Program Statement. Schematic Design Deliverables shall consist of drawings, outline specifications, a Schematic Construction Cost Estimate, other related documentation, and shall diagrammatically depict the areas, scales, and relationships of the functions, as described in the approved Program Statement.

Acceptance of the Schematic Design by the Department does not limit subsequent inclusion of minor, but essential, schematic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project design.

Phase 400 - Design Development

Upon written authorization from the Project Director, prepare Design Development Deliverables based on the Owner-accepted Schematic Design.

Design Development Deliverables shall consist of drawings, specifications, Construction Cost Estimates, other related documentation, and shall further define the Project by fixing and describing the Project size, character, site relationships, and other appropriate elements including the civil, structural, architectural, mechanical, electrical, and fire suppression systems.

Phase 500 - Construction Documents and Bidding Documents

Upon written authorization from the Project Director, and based on the Owner-approved Design Development, prepare Construction Documents that revise, refine, amplify, and depict, in detail, the Project.

Construction Documents shall set forth, in detail, quality levels of and requirements for the construction, and shall consist of drawings and specifications that comply with applicable regulatory and construction code requirements, enacted at the time of completion of the one hundred percent (100%) Construction Documents. The Construction Documents shall contain all information necessary to bid and construct the Project.

Prepare Bidding Documents in Phases/Bid packages appropriate to the Project requirements and funding.

Phase 600 - Construction Administration, Office Services

Upon written authorization from the Project Director, provide all required construction administration and timely professional and administrative services, as the circumstances of the Construction may require, to allow the successful implementation of the Construction Documents into a completed Project, ready for occupancy, and/or for the use intended by the Owner.

Phase 700 - Construction, Field Services

Upon written authorization from the Project Director, provide all required Construction Field Services, including timely inspection and professional services, as the circumstances of the Construction may require, to allow the successful implementation of the Construction Documents into a completed Project, ready for occupancy, and/or for the use intended by the Owner

- II. **CONSTRUCTION SERVICES:** Provide complete construction labor, equipment, materials, and all appropriate construction services such as supervision, scheduling, estimating, etc., to construct the Project.

This Contract will provide all construction trades work. The DB ENTITY's construction labor force may be used for select self-performed trades and general conditions work. Any self-performed trades and general conditions work must be justified and preapproved by the Director- FA. The DB ENTITY may also obtain construction trades subcontracts.

ARTICLE 1 PROFESSIONAL SERVICES

The DB ENTITY, their sub-contractors, and their consultants shall provide all professional and construction services, technical staff, and support personnel necessary to achieve the Project, in the best interest of the State, and be within the DB ENTITY's not-to-exceed fee(s) authorized by the State. The Department shall provide Project objectives of scope, program, schedule, constraints, criteria, funding, and budget as promptly as practicable.

Project services shall comprise, without exception, every professional design/build construction discipline and expertise necessary to meet all the requirements of the Department's approved and attached Appendix - Project/Program Statement and the Department's, "Design and Construction Consultant Services Utilization Manual, Sample Department Design/Build Forms and Work Flow Procedures Chart", be within the amount authorized by the State, and be in accordance with the industry-accepted standards for professional design/build construction practice and services. DB ENTITY services shall be provided in accordance with this Contract and their DB ENTITY's Project Hourly Billing Rate Compensation.

Information: The Department will make available information known to the Department which may be needed to fulfill the professional responsibility of the DB ENTITY. This information may include but is not limited to prints of existing construction or record drawings and Department or Client Agency standards, regulations, schedules, and guides. Such documents shall be the most recent and accurate available. The use of any such data by the DB ENTITY shall be without contractual or legal significance, unless otherwise established elsewhere in this Contract. However, the Department's provision of information shall not relieve the DB ENTITY from the responsibility of conducting a field survey to verify existing conditions.

Principal-In-Charge: The DB ENTITY shall designate a principal-in-charge for this Project, to whom the Department will address questions and concerns regarding this Contract and the DB ENTITY's performance.

Substitution: No substitution of any "Key Principal Personnel/Employee" identified in the DB ENTITY attached Proposal or of any of the DB ENTITY's contractors or consultants will be allowed without written consent from the Project Director and a completed and approved Professional Services Contract Modification form (DTMB-0410).

Project Director: The Department will designate an individual to serve as the Project Director who shall be the State of Michigan's primary representative in the Project Team and have the authority and responsibility to render Project decisions and furnish information.

The DB ENTITY is responsible solely to the Project Director for the adequacy and timeliness of their services.

If the Department or Client Agency observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, the Department will provide prompt notice thereof to the DB ENTITY.

The Project Director, or the Owner's Field Representative, has the authority to require the DB ENTITY to respond to and resolve design related problems, construction field problems, and to attend Project related meetings.

Unless delegated by specific written notice from the Department, the Owner's Field Representative does not have any authority to order any changes in the scope of work or authorize any adjustments in Contract price or Contract time. The Project Director has that sole authority.

Department's Field Representative: The Department will designate an individual or individuals to serve as the Owner's Field Representative (OFR) under the direction of the Project Director. The OFR's primary duty is to monitor the coordination and progress of the DB ENTITY's services and the Construction Contractor(s)' work. The OFR also acts as the liaison between, the DB ENTITY, the Client Agency, any of the Department's consultants or contractors, and the Project Director. The OFR may be full or part-time, at the Department's discretion.

First Interpreter: The DB ENTITY acknowledges the Project Director is the first interpreter of the DB ENTITY's performance under this Contract.

Standard of Reasonable Care, Legal Responsibility: The DB ENTITY shall perform all its services in conformity with the standards of reasonable care and skill of the profession, notwithstanding any other provision herein. The DB ENTITY shall be responsible for the performance of persons retained by them and states that its employees, agents, officers, consultants, and subcontractors possess the experience, knowledge, licensure, and character to properly perform their duties.

Professional Qualifications: Professional services shall be performed by members of the profession involved, who practice under the authority of and who are governed by the license(s) issued under PA 299 of 1980 (Michigan Occupational Code).

Understanding of Project Scope: The DB ENTITY acknowledges having a clear understanding of the requested Project scope of work and the professional architectural and/or engineering study, design, construction, and construction administration services required to provide them.

Completeness: The DB ENTITY shall provide all services, technical staff, and support personnel necessary to achieve the Project, in accordance with: the Appendices to this Contract, any applicable sections of the Michigan Compiled Laws, any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules, and regulations, and in accordance with the DB ENTITY's attached Project Study, Design and Proposed Construction Schedule.

Sufficiency: The DB ENTITY agrees the terms and conditions of this Contract provide adequate compensation to provide the requested services; furthermore, any modification to the terms and conditions of this Contract will be requested in writing.

Subcontracts and Consultants: The DB ENTITY may use Subcontractors and Consultants upon written approval by the Department or by their inclusion in the Proposal. Consultants or Contractors to the DB ENTITY shall not be construed to have a contractual relationship between the Department and said consultant/subcontractor. The DB ENTITY holds the professional and contractual responsibility for any work performed or delivered under this Contract, regardless of whether the DB ENTITY or a consultant provided the work. Subcontracts for services under this Contract shall provide that work performed under such Subcontract shall be subject to provisions of this Contract and shall also provide that any duty or responsibility pertaining thereto, shall be accomplished to the benefit of the Department. Upon request, an electronic copy of each such Subcontract shall be furnished to the Department.

Understanding of Construction General Conditions: The DB ENTITY shall review and become familiar with the current MICHSpec and DCSpec General Conditions of the Contract for Construction and shall provide services and work consistent with these General Conditions. It is preferred that the DB ENTITY uses these General Conditions for its subcontracts for construction. The DB ENTITY may submit an alternate form of General Conditions for review by the Department. If approved, the DB ENTITY may use that alternate form of General Conditions.

Consultant: The DB ENTITY shall not employ nor consult with any firm(s) in completing its obligations who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department.

Cooperation with Department's Consultants: The DB ENTITY agrees to cooperate with any Consultant retained by the Department.

Cooperation and Coordination with State Employees: The Project Director, the OFR, or other State employee(s) may perform duties or activities analogous or parallel to the DB ENTITY's services outlined under this Contract. Notwithstanding these activities, the DB ENTITY shall provide all the services required under this Contract.

Construction Means and Methods: The DB ENTITY, through its subcontracts or by self-performing construction activities, shall be responsible for construction means, methods, techniques, sequences, procedure, and supervision or for safety precautions and programs in conjunction with the Project. The DB ENTITY is responsible for its internal safety policies, procedures, equipment, and precautions.

Increased Compensation for Additional Project Scope: The DB ENTITY shall immediately inform the Department whenever it believes the scope of services included in this Contract would be exceeded. The DB ENTITY's base services fee may be increased only upon an accepted and approved Contract Modification (DTMB-0410)

Increased Compensation for Bulletins and Change Orders: The DB ENTITY's base services fee will be increased for the preparation of Bulletins and Contract Change Orders resulting from increases in the scope of work or previously unknown field conditions, as approved by the Project Director, on an hourly billing rate basis.

This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order, or an amount mutually agreed upon by the DB ENTITY and the Project Director.

Addenda and Bulletins: Upon notice or discovery, and as directed by the Project Director through issue of a Bulletin Authorization, the DB ENTITY shall perform the required services to issue Addenda to the Bidding Documents, or Bulletins to the Contract Documents, to correct or clarify errors, omissions, or ambiguities, without additional compensation.

Coordination and Communication: Coordinate the DB ENTITY's staff, Consultants, and all other Project related resources. Preside at all Project related construction meetings. Prepare and distribute copies of minutes of all meetings, correspondence, memoranda, records of telephone or other conversations and communications, and reports of all on-site visitations. Where essential or significant information is established or evaluated, where critical problems are identified, and/or where critical decisions are made outside meetings, incorporate a record of such into the next meeting record or provide and distribute written record to the Department and participants within two (2) business days following the date of occurrence. Otherwise meeting minutes shall be distributed within five (5) business days, as the Department may direct.

The DB ENTITY's study and design/build construction schedule shall be detailed, dated, and time sequence related for all services appropriate for the scope of work.

The DB ENTITY shall field check and verify the accuracy of all drawings and any data furnished by the Department, the State/Client Agency, or any other Project related source.

Professional Services and Instruments of Service Review: The Department shall review and accept or reject the DB ENTITY's submittal of the respective phases of study or design services, Instruments of Service, and/or construction services, for conformance with the provisions of this agreement. The Department may require a written response to all questions and concerns raised regarding such services. The Department's review and any acceptance of the DB ENTITY's submittals does not relieve the DB ENTITY of its responsibilities. The Department will perform reviews and respond with comments, direction, or decisions promptly. The Department will coordinate Client Agency and Department staff comments prior to issuance.

Construction Inspection and Construction Administration: Where the DB ENTITY's Contract includes provision and administration of construction contracts, the DB ENTITY shall use the Department's "DTMB-0460 Project Procedures" package of forms and documents as included in the attached appendices.

Final Design/Build Bidding Documents and Review: The DB ENTITY shall provide their Bidding Documents for review to the Project Team at 50 and 90 percent (%) completion and incorporate all required modifications and comments. If the final design appears to exceed the Project Budget, review with the Department cost reduction options and incorporate them with the Department's concurrence. Determine and confirm, in writing, the final design/build can be achieved within the Project Budget. Obtain written approval of the final Bidding Documents from the Department.

Code Compliance: The DB ENTITY's Contract Documents shall comply with the State of Michigan Construction Code, 1972 PA 230, as amended, the State of Michigan Energy Code, the Americans With Disabilities Act (ADA) Accessibility Guide requirements, the State of Michigan Barrier-Free Access Code requirements, and all Project related construction code requirements, in effect at the time of award of this Contract. The DB ENTITY shall advise and assist the Department with decisions on the Americans with Disabilities Act accessibility compliance. Assist the Department in obtaining approval of the Project and its design by appropriate governmental regulating and/or code enforcement authorities. Soil Erosion and Sedimentation Control plans/drawings will be submitted to the Department, no later than at the final design, 90 percent completion submittal stage. Submit documents to the Department of Labor and Regulatory Affairs (LARA) for review in a timely manner allowing appropriate time for review/permitting processes by respective authorities, such that the Project schedule is not unnecessarily delayed. Assist the State/Client Agency to secure any appropriate construction code waivers. Incorporate all required modifications into the Contract Bidding Documents. Follow through to ensure issuance of the construction codes and permits approvals. Secure all required design approvals before proceeding to construction. Any approval secured does not relieve the DB ENTITY from complying with the construction field Inspections review/enforcement requirements. Design code compliance and plan review approval fees shall be paid by the DB ENTITY and will be compensated by the Department to the DB ENTITY as an authorized Contract reimbursable expense.

Hazardous Materials: Where the Project involves work in an existing building and/or utility system, assist the Department to determine the scope of potential hazardous materials contamination that may require testing, abatement, and/or removal, prior to the renovation and/or during the new construction work of the Project. Hazardous materials testing and removal will be performed by the Department, with other Professionals, by separate Contract, who are licensed and insured to perform this service. Coordinate the services of this Contract with any hazardous material removal services required to implement this Project.

Sustainable Design and Construction: Sustainable Design and Construction practices shall be used wherever possible by the DB ENTITY.

Specifications: Performance specifications shall be used when feasible. If performance specifications are not feasible, the DB ENTITY shall name at least three (3) acceptable materials, products, or systems; and the specifications shall contain an "or equal" clause. Whenever possible, recycled materials and/or products produced in the State of Michigan, shall be named and given first preference. Proprietary specifications or allowances may be permitted, with the Department's acceptance and written approval, but only for special, unavoidable conditions.

Provide specifications, when requested by the Department, for purchasing or construction bidding items necessary to be pre-purchased through existing State Contracts, direct Bid materials, or equipment. Copies of the latest "State of Michigan Building Products List" may be obtained through the "Contract Connect" internet web site at <http://www.michigan.gov/buymichiganfirst/0,1607,7-225-48676-209976--,00.html>.

Checking Contract Documents: Check and coordinate all Contract Documents for completeness and accuracy. Cross-check and coordinate the requirements of all Contract Documents, including specifications, between the design disciplines for completeness, accuracy, and consistency.

Construction Bidding and Contracting Procedures: The DB ENTITY shall prepare and distribute Bidding Documents and instructions as required to accommodate predetermined construction Bid packages and/or Phases, conduct pre-bid meetings, and issue complete preconstruction Addenda to all qualified construction Bidders as required. Exert every practical means to obtain several, qualified, construction Bidders for every Construction Contract. The Department will make its online bidding advertisement system available. The DB ENTITY will be compensated by the Department with a Contract Change Order for providing the services necessary to rebid the Project for reason of defaulted or disqualified construction Bidder(s) or unacceptable price range as required by the Budget. The DB ENTITY's construction bidding and contracting services are not complete until: (1) The lowest responsive, responsible, qualified construction Bidder's Bid has been selected and accepted by the Department; and (2) The lowest responsive, responsible, qualified construction Bidder's Construction Contract has been fully executed by the construction Bidder and the DB ENTITY.

Construction Bid Evaluation and Recommendation of Construction Contract Awards: Monitor, review, evaluate, and provide the Department with written recommendations for the apparent lowest responsive, responsible, qualified, construction Bidder within five (5) business days of the date of the Department's construction Bid opening. Exempt from recommendation any firm that the DB ENTITY has business association with this Project, and any firm(s) having any Consultant the DB ENTITY has used in preparing the final Contract Documents or for any estimating work related to the Project. The DB ENTITY shall conduct pre-contract meetings with responsive, responsible, qualified, construction Bidder(s) to review, at minimum, the following items: (1) The design intent of the DB ENTITY's final Contract Documents; and (2) To advise and assist the Construction Contractor(s) in understanding the requirements of the General Conditions, scope of work, and its Construction Contract award procedures. If applicable, the DB ENTITY firm shall use the MICHSPEC (Long Form) during the Project Construction Bidding and the Construction Contract Award.

Safety: In observed cases, which may involve danger to human life, immediate safety hazards to personnel, existing or impending damage to the Project, to State/Client Agency property, or to other property; as may be impacted by the Project, the DB ENTITY shall inform the Construction Contractor(s) of the situation and their observations. The DB ENTITY shall immediately record and report such situations to the Department and certify any accrued Project costs in writing.

The DB ENTITY shall have access to the Construction Contractor(s) work at all times.

Establish and maintain effective construction Phase administration, office procedures, systems, and records to progressively, and exclusively, manage and control the DB ENTITY's obligations, commitments, achievements, and expenditures under this construction Phase administration.

Monitor the quality and progress of the Project construction Phase work. Maintain all necessary Project records, provide on-site visitation reports, and provide all administrative office action as may be necessary to inform the Construction Contractor(s), in writing, with respect to their compliance with the design intent of the DB ENTITY's Phase 500 - Final Design Contract Documents/architectural and engineering drawings and specifications requirements.

Final Design/Build Correction Procedures: Correct, at no additional cost to the Department, any final design/build errors or omissions and/or other Project related deficiencies identified during the Construction Phase. All reproduction costs for design interpretation clarifications and Bulletins related to the DB ENTITY's final design/build errors or omissions and similar, or avoidable costs shall be accounted as part of the DB ENTITY firm's calculated mark-up. Provide design clarifications and interpretations of the Contract Documents requirements necessary to: (1) Adequately describe the Project work; (2) Adapt final design/build documents to accommodate on-site field conditions identified during construction; (3) Refine design details that are not feasible and identified during construction; and (4) Comply with current construction/building codes, and all other Project related design and construction matters, as may be necessary to produce a complete Project.

Design Interpretations and Clarifications: For elements of construction having no respective change in cost to the State, the DB ENTITY will provide instructions, and/or design interpretations and clarifications for design details within five (5) business days of the Construction Contractor's request, record same, in writing; and revise the DB ENTITY firm's original final design/build drawings and specifications as appropriate to the Project scope. Marking and initialing of drawings is not an acceptable form of written instruction.

Shop Drawings/Submittals/Approvals: Monitor, evaluate, and provide administrative action, as necessary, to achieve timely processing of shop drawings and such other submittals and approvals that are the responsibility of the DB ENTITY. Maintain a record of all required, received, rejected, and approved submittals of shop drawings, color/material samples, finishes, and other items requiring the DB ENTITY's approval. Notify the Construction Contractor(s), in writing, (copy to the Department) of delinquent submittals, the consequences of such delays, and prescribe a time schedule for their submittal/resubmittal which will not jeopardize the Project completion date.

No design revisions will be made as part of the DB ENTITY's review and approval of shop drawings, or other submittals. In addition to all other functions, the DB ENTITY's approval of shop drawings shall verify the submittals furnished conforms to the design intent of the Contract Documents.

Provide written approval or rejection of shop drawings within ten (10) business days of receipt. Provide and distribute approved submittals as directed by the Department.

Construction Schedule Progress: Monitor, evaluate, and provide timely action, as necessary, to achieve the Project on time and on schedule. Advise and assist the Department in taking all practical steps necessary to address and complete the Project in the event of performance delays or defaults by the Construction Contractor(s). Evaluate any documentable impact on the Project construction schedule claimed by the Construction Contractor(s) arising from Bulletin work. Provide appropriate and timely action, under terms allowable under the Construction Contract, to implement any Bulletin work which the DB ENTITY and the Department consider critical to the Project construction schedule, but whose cost is disputed.

Within ten (10) business days of its receipt, evaluate and provide the Department with appropriate written recommendations, along with an analysis of any request by the Construction Contractor(s) for a time extension of their Construction Contract completion date.

No recommendation for a Construction Contract time extension may be submitted to the Department which is not substantiated by the DB ENTITY's technical review and evaluation showing critical path work, noncritical path work, and float time for the complete Project and any work at issue and having such detail as to clearly document the Construction Contractor's claim. Any recommendation for a time extension of the Construction Contractor's Contract completion date must include a complete analysis of all direct and indirect costs of the Construction Contractor, the DB ENTITY, and the Department regarding the time extension.

Where the Project is not substantially complete on the Construction Contract completion date, the DB ENTITY may be liable for withholding of liquidated damages.

Construction Testing Program: Monitor, evaluate, and provide timely action in response to the results of the construction quality control and material testing program. In circumstances where the testing is not provided by the Department, evaluate and approve/disapprove the Construction Contractor(s) work plan for providing all construction test reports. Provide the Construction Contractor(s) and the Department with written evaluation of all construction test reports, copies of construction test reports, marked with the DB ENTITY's approval or disapproval within five (5) business days of receipt of the report. Direct the Construction Contractor(s), in writing, to take appropriate, corrective, or replacement measures within a prescribed time period for any construction test reports not meeting the Construction Contract requirements. Follow up, as appropriate, to require the Construction Contractor(s) to achieve the design intent of the DB ENTITY's final design Contract Documents, drawings, and specifications and avoid delays to any element of work which may, in the DB ENTITY's opinion, result in a delay in the Construction Contract completion date. Notify the Construction Contractor, in writing, of any delinquent corrections/replacement and take administrative action in accordance with the Construction DB Entity performance text.

Construction Management and Inspection: The DB ENTITY shall provide and record sufficient field Inspections of the Project to administer the Project, as directly related to the degree of Project complexity and scope of work, up to and including full-time field Inspections. The construction field Inspections shall occur as the construction on-site field conditions and the Project may require and during the regularly scheduled progress and payment meetings. The DB ENTITY shall use only personnel having such professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The DB ENTITY agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the DB ENTITY, in writing, of their unacceptable performance.

All construction progress Inspections shall be recorded in the form of a written report to the Department and the Construction DB Entity within five (5) business days of the Project construction progress Inspection. The purpose of such Inspection/visitations includes, but is not limited to: (1) Achieve and maintain a working familiarity with the status, quantity, and quality of the Project construction work in place; (2) Determine if the actual Project construction schedule progress is in accordance with the approved schedule; (3) Review the installation and determine the acceptability of preparations for, and installation of, pending critical components and activities; and (4) The Inspection of Project construction work completed or in progress by the DB Entity to determine and verify, in writing, to the Project Director and Owner's Field Representative that the quantity and quality of all Project construction work is in accordance with the Contract Documents.

The DB ENTITY shall review the Project construction work in place and that which is sequentially planned. The DB ENTITY shall determine whether the actual Project construction schedule progress appears to be in accordance with the approved construction schedule and whether the quality of the work appears to be in accordance with the design intent of the Contract Documents and is without apparent defects or deficiencies. No on-site advertising by, or of, the DB ENTITY or Project signs other than those appropriate to locate an approved field office will be permitted.

Problem Solving Meetings: Conduct and record problem solving meetings between the DB ENTITY and its Consultants, the Construction Contractor(s), their subcontractors, the Department, Project Director, and their Owner's Field Representative, and any construction managers and other affected parties, on-site or elsewhere to assess the construction work progress. Provide design interpretation decisions to resolve problems affecting the construction work. These problem solving meetings shall be scheduled as the construction field conditions and the Project requirements may require, and/or shall be at such time as the Construction Contractor(s), the DB ENTITY, the Department, Project Director, Owner's Field Representative, and any construction manager agree is appropriate to the Project work progress. Non-scheduled or emergency meetings shall be held at such time as necessary to maintain the schedule of various work items and to avoid delays in the Contract completion date.

Progress Meetings: Conduct and record monthly scheduled Project construction progress meetings with the Department, Project Director, Field Representative, the State/Client Agency, the Construction Contractor(s), and any construction manager. Assess work progress and provide timely action as necessary to maintain the work schedule and respond to and resolve all design related and construction items affecting the Project cost and be in compliance with the Contract Documents.

Final Project Inspection: Conduct final construction field Inspections of the Project, in concert with the Construction Contractor(s), the Department, Project Director, Field Representative, the State/Client Agency, and any construction manager. Final Project field Inspections shall be conducted to witness and record equipment start-up and all testing, verify, in writing, each Construction DB Entity has achieved Substantial Completion, prepare Punch List(s) items, and determine the status of any part of the Project work where the Department intends to take beneficial use or occupancy. Verify to the Project Director and OFR, in writing, the completeness and accuracy of the Construction Contractor's as-built drawings and identify any corrections required.

Construction DB Entity Performance: Monitor and evaluate the Construction Contractor(s) performance and provide timely action to cause the Construction Contractor(s) to correct their construction deficiencies. With the Department's concurrence, the DB ENTITY may direct, in writing, the exposure and testing of any Project construction work, already in place or covered, which the DB ENTITY, and/or the Department, believes may not meet the design intent of the DB ENTITY's final design requirements.

Notify the Construction Contractor, and the Department, in writing, within five (5) business days its identification of any aspect of the Construction Contractor's performance which is inconsistent with the Contract Documents requirements or which, in the DB ENTITY's opinion, is inconsistent with the design intent of the Contract Documents. Prescribe a reasonable time for correction which will not jeopardize the Project construction schedule completion date. Exert all practical means necessary to require the Construction DB Entity to perform, as required by their Construction Contract, the design intent of the Contract Documents.

Deficient Performance: Upon identification of deficient performance, where the Construction DB Entity fails to provide timely or acceptable performance, the DB ENTITY shall proceed as follows: (1) Notify within three (3) business days the Department, the Construction Contractor, and any affected surety, in writing and by registered mail delivery, of the potential for the Construction Contractor's default action and the DB ENTITY's recommendation; (2) Identify applicable Construction Contract references, with design interpretation of such references, and clearly explain where the Construction Contractor's performance fails to meet the design intent of the DB ENTITY's final design drawings and specifications requirements; and (3) Specify a time and date for the Construction DB Entity to begin active and continuous work towards Contract compliance with a specific time and date for completion.

Bulletin Authorization: Request authorization to issue each individual Bulletin. The DB ENTITY 's Bulletin Authorization request will: (1) Identify the problem requiring the change; (2) Describe clearly if such problem arises from the final design/build errors or omissions; (3) Identify the anticipated design cost and the estimated construction cost to implement the change(s); and (4) Describe clearly in the DB ENTITY's opinion which part, if any, of the design and/or construction costs are the obligation of the State, the DB ENTITY or the Construction Contractor. Include a Contract Modification request for any work outside the scope of work. Identify any anticipated schedule implications.

Bulletins: All reproduction costs for design interpretations and clarifications and Bulletins related to the DB ENTITY's final design/build errors or omissions and similar, or avoidable costs shall be accounted as part of the DB ENTITY's calculated mark-up. Describe, by Bulletin, design revisions necessary to correct the final design/build errors or omissions, to address previously unidentified on-site field design conditions, to reduce costs, and for all other matters approved by the Department involving costs or credit to the State. Postponement of action on items in order to accumulate multi-item Bulletins is not permitted.

Prepare and issue Bulletins within ten (10) business days of receipt of the Department's authorization. Bulletins shall be in such form and detail as the Department may prescribe. All Bulletin revisions shall be incorporated, by the DB ENTITY, into the appropriate originals of all applicable Contract Documents. Revised drawings and specifications shall be issued as part of any Bulletin. Each Bulletin shall prescribe a schedule for the Construction Contractor's response. Provide copies of each Bulletin to the Department and distribute as the Department may direct.

Evaluate the Construction Contractor's price quotation(s). Review and attempt to negotiate with the Construction DB Entity to provide the Department with costs that are consistent with the value of the Project Bulletin(s). Recommend appropriate action to the Department regarding the Construction Contractor's quotations within five (5) business days of receipt thereof.

Payment Procedures: Monitor, evaluate, and provide timely administrative action, as necessary, to certify or reject, as appropriate, and process the DB ENTITY's subcontractors and consultants schedule of costs and monthly submitted payment requests.

The DB ENTITY will certify or reject all submitted payment requests from its subcontractors and consultants, in writing, within ten (10) business days of receipt in the DB ENTITY's office. The DB ENTITY shall determine and certify to the Department, in writing, the dollar amount to be due in the subcontractor/consultant's monthly payment request. or the DB ENTITY shall return the payment request, with explanation, rejecting the payment request certification. If a payment request is rejected, the request shall be returned to the submitting party accompanied by a written explanation, and a copy shall be given to the Department's Project Director. If a payment request is returned to the DB Entity or subconsultant, that entity shall make the necessary corrections and resubmit that payment request to the DB ENTITY.

The DB ENTITY will issue a payment certification only pursuant to a correctly prepared and accurate payment request and only for acceptable work. Payment certification shall constitute a written representation by the DB ENTITY, that based on their on-site field Inspections, evaluations of field reports, test results, and other appropriate and available factors, the quantity and quality of work for which the payment request is certified has been accomplished in accordance with the Contract and if applicable, materials are properly stored on or off-site.

No payment certificate shall be submitted that requests payment for disputed Project work or any Project work showing deficient test results. No payment request certificate may be submitted after the Contract completion date which does not provide for withholding of assessable and/or projected liquidated damages. Pursuant to the Department's notification, the DB ENTITY's certification shall reduce from the amount earned, two (2) times the amount of any current prevailing wage rate payment deficiency, as certified by the Department of Licensing and Regulatory Affairs, Wage and Hour Division against the Construction DB Entity or any DB Entity or sub supplier thereof (See attached Appendix – Project Prevailing Wage Trade Labor Rates).

Punch List: Prepare and distribute, as required, Punch Lists for each Construction Contract. Prescribe a reasonable time schedule for completion of all items, and identify an amount to be withheld from payment consisting of a minimum of two (2) times the estimated value of the unacceptable construction work plus an amount sufficient to assure available funds to cover all costs, as may become necessary to complete the remaining delinquent work. Distribute Punch Lists within five (5) business days of the final Inspection. Notify the Construction DB Entity of any delinquent Punch List construction corrections and take appropriate action.

Close-Out Procedures: Within thirty (30) calendar days after Substantial Completion of the Project, provide to the Project Director: (1) All Project code compliance approvals; (2) Final Inspections; (3) Final occupancy permits; (4) As-built drawings; (5) Copies of "Operation and Maintenance Manuals" of the Project systems; and (6) Equipment warranties and guarantees.

Operation and Maintenance Manuals: Provide three (3) hard copies and two (2) electronic copies of "Operation and Maintenance Manuals" of the Project systems and equipment. These manuals shall include copies of reduced size, as-built drawings, specifications, and all instructions published or furnished by respective manufacturers, construction code compliance certificates, and guarantees. The manuals shall also include a complete description of the DB ENTITY firm's final design/build intent concepts, operation, and required maintenance of each system. Participate in the Construction Contractor's start-up and training instruction of the State/Client Agency personnel in the operation and use of the Project systems.

As-Built Documents: Provide as-built drawings incorporating and depicting all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations into the Contract Documents within thirty (30) calendar days after Substantial Completion of each Project. The DB ENTITY shall provide the following two (2) types of as-built documents for Project close-out: (1) One (1) set of legible/reproducible mylars and (2) two (2) sets of computer compact disks (CD's) of completely updated, as-built, original tracings of the Contract Documents. The CD's shall be in an Auto CAD format that is "Auto CAD readable" and conform to the American Institute of Architects (AIA) National CAD Standard format. The as-built documents shall be free of the DB ENTITY's original final design errors and omissions.

Claims: Evaluate and respond to any claims (in whole or in part) against the Department within five (5) business days of the receipt of such claim. Where any element of claims or subsequent litigation, are based, in whole or in part, upon any deficiency or delinquency in the DB ENTITY's services, the DB ENTITY shall provide, in a timely manner, all services necessary to defend the claim issue(s). No payment will be due for claim defense services accumulated under this Task until settlement or judgment of litigation concludes the claim issue. The claim settlement or judgment decision will be used as the basis for determining the DB ENTITY's obligation, if any, for the costs of such services and/or for any costs incurred by the Department for which performance by the DB ENTITY may be responsible or contributory. Billing under this claims Task will be in accordance with an appropriate Contract Modification and/or Contract Change Order.

ARTICLE 2 COMPENSATION

Compensation to the DB ENTITY for their services shall be on an hourly, billable rate basis for services rendered by salaried and non-salaried personnel, technical, and non-technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the fee authorized for that Phase, unless so authorized in writing by the Department's approved Contract Change Order. Services shall not be performed, and no Project expense shall be incurred by the DB ENTITY prior to the issuance of a written and signed Contract and a DTMB Form 0402 - Contract Order. The DB ENTITY may not incur costs, or bill the Department, for services in excess of the estimates established for this Project, without the prior written agreement of the Department. The attached proposal prepared by the DB ENTITY in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Other compensation for the DB ENTITY firm shall be determined using the DB ENTITY's current hourly billable rate for employees performing a direct service for the Project. Billable rates shall not change during the life of this Contract without written approval by the Department.

2.1 **ARCHITECTURAL AND/OR ENGINEERING DESIGN/BUILD SERVICES:** These are the DB ENTITY's staff members who work at or with the DB ENTITY's Consultant's offices while supporting the Department's Project needs. These individuals will be invoiced based on their hourly billable rates as shown on DB ENTITY Hourly Billing Rate Compensation form.

- 2.2 CONSTRUCTION SERVICES/TRADE LABOR/SUBCONTRACTORS: Includes the labor, equipment, material, and supervision required to provide all construction and maintenance work for this Contract. The physical work activities may be performed by a combination of tradesmen or subcontractors selected, through a public advertisement or other competitive Bid selection process, preapproved by the Department. The final selection process shall be performed by the DB ENTITY. In an emergency situation, this work may be performed on a time-and-materials basis, with the complete, prior knowledge and approval of the Department.

For the physical work activities themselves (includes construction and maintenance), the DB ENTITY will invoice for actual costs incurred, based upon a Not-to-Exceed estimate provided and approved prior to initiation of the work itself for each Project. All trade labor work will be invoiced as specified in the attached Appendix – Project Prevailing Wage Trade Labor Rates.

- 2.3 CONSTRUCTION/GENERAL CONDITIONS: The General Condition items are estimated as part of the Project cost. This estimate shall be regarded as a Not-to-Exceed number, against which only actual Project costs will be charged.

The General Condition material items shall be invoiced to the Department on an actual cost incurred basis. All project labor for approved self-performed work will be invoiced at the actual attached payroll hourly billing compensation rates provided by the DB ENTITY and their Consultant's and identified and listed in this article.

- 2.4 CONSTRUCTION SERVICES/MANAGEMENT SERVICES: The management effort required to support the design/build, procurement, implementation, and close-out process will also be invoiced to the Department. Project services will include estimating, scheduling, Bid and award, scope of work determination, cost tracking, reporting, etc.

The actual Project costs shall be allocated in the following manner:

1. Hourly billing rates for actual costs, charged either to the Projects, or to a central account, i.e., grounds and maintenance overhead.

The management effort required to deliver the Project will be included as part of the Project Delivery cost on a Not-to-Exceed basis. Only the actual cost of personnel utilized will be charged to the Project based on their hourly billable rates as shown on the DB ENTITY Hourly Billing Rate Compensation form.

- 2.5 CONSTRUCTION SERVICES/OVERHEAD AND PROFIT FLAT FEE: All the cost factors presented above are actual out-of-pockets expenses to the DB ENTITY to directly perform the work. In order to compensate the DB ENTITY and their Consultant(s) for indirect overhead and profit, the DB ENTITY requests that a flat fee percentage be applied to all actual costs identified in Articles 2.2 and 2.3 as noted on their proposal cost breakdown.

- 2.6 EMPLOYEE HOURLY BILLABLE RATES: The employee hourly billable rates and ranges shall be as shown on the DB ENTITY Hourly Billing Rate Compensation form. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate.

The DB ENTITY and their Consultant shall provide only one (1) Key Principal (Chief Executive Officer) Personnel from each design discipline to contribute direct services to this Project.

- 2.7 HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect costs to the State for the DB ENTITY's services under this Contract other than the authorized and approved reimbursements (See attached Appendix). Hourly billing rates shall be based on the DB ENTITY's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The DB ENTITY's use of providing different hourly billing rates for different Phases is not allowed.

Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects **less than** one-hundred (100) miles in each direction from the DB ENTITY's Michigan office. The cost of all telephone-related services computer costs/operating costs and time, and all reproduction services (except final design Contract Bidding Documents/final design drawings and specifications) and where specifically authorized elsewhere in this Contract, the reproduction of final design Contract Documents for legislative presentation. The hourly billing rate also includes, all reproduction costs for study/design interpretations, study/design clarifications and Bulletins related to the DB ENTITY's Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections), and similar, or avoidable costs shall be accounted as part of the DB ENTITY's calculated hourly billing rates. All postage, mail or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, typing/word processing, editing, and clerical services utilized in any way for the Project as well as other nontechnical and/or overhead employees. All other direct or indirect monetary costs, including that of processing the costs of the DB ENTITY's Consultant's, and reimbursable expense items shall be included. The hourly billing rate also includes all profit without regard to its form or distribution.

Project related travel for Projects **more than** one hundred (100) miles in each direction from the DB ENTITY's Michigan office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates (See Article 2.9 text of this Contract).

The DB ENTITY's calculated hourly billing rates, include, but are not limited to: Any costs associated with litigation and settlements for the professional, or other liability suits, out-of-state offices and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

Upon request, all hourly billing rates must be substantiated in writing and accompanied with records justifying each DB ENTITY's calculated hourly billing rates.

The hourly billing rates for the DB ENTITY may not be applied to the work of the DB ENTITY's Consultant's. Each Consultant must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide. The hourly billing rates of the respective DB ENTITY's Consultant shall be used for that Consultant firm's personnel only. No mark-up may be applied by the DB ENTITY to their Consultant's firm's hourly billing rate(s) charges. The DB ENTITY's Consultant services shall be billed as an authorized reimbursable.

All Project reproduction costs for study/design clarifications and Bulletins dealing with the DB ENTITY's Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections, or avoidable costs shall be accounted as part of the DB ENTITY's calculated hourly billing rates.

2.8 RANGE OF EMPLOYEE HOURLY BILLING RATES: The DB ENTITY shall identify the discipline service being provided and include the DB ENTITY's Consultant's technical employee(s) full payroll signature names and position classifications for the Project and their current hourly billing rates at the beginning of the Project. Also, provide the technical employee(s) anticipated hourly billing rates at the end of the Project based on the DB ENTITY's estimated schedule duration. This range of current and anticipated hourly billing rates shall reflect the actual costs currently being paid to all of the DB ENTITY's Consultant's technical employees for the services within their specified position classification, and shall include any anticipated pay increases over the life of the DB ENTITY's Consultant's estimated Contract schedule. The range of hourly billing rates for any employee position or classification may not be changed without a Contract Modification approved by the Department in writing. No mark-up of the DB ENTITY's Consultant's hourly billing rates will be allowed.

2.9 DESIGN BUILD/DIRECT COST REIMBURSEMENT ITEMS: The DB ENTITY's Consultant services shall be treated as an authorized reimbursable expense item at a direct cost. Reimbursement of authorized expense items is intended only as a means to compensate the DB ENTITY for their direct costs. The DB ENTITY shall be responsible for: (1) The selection of the supplier of their professional services or materials; (2) The coordination, adequacy and application of their professional services, whether provided by the DB ENTITY's staff or provided by their Consultant; and (3) Any Project costs that exceed the Contract per Phase reimbursement Budget.

ARTICLE 3: PAYMENTS

Payment of the professional fee to the DB ENTITY shall be based on the DB ENTITY's performance of authorized Contract professional service(s) and expenses performed prior to the date of each monthly submitted payment request. Payment requests shall be submitted monthly to the Project Director on a Department payment request form (DTMB-440). Payment shall be made to the DB ENTITY within thirty (30) consecutive calendar days following the Department's receipt and approval of an approved payment request invoice from the DB ENTITY. Payment requests to the Department's Project Director shall include signed certification by the DB ENTITY for the actual percentage of Project work completed as of the date of invoicing for each Phase/Task. The DB ENTITY's payment request applications shall summarize the amounts authorized, earned, previously paid and currently due for each Project Phase. Payment request applications to the Department's Project Director shall be supported by itemized Project work records or documentation for each assigned Project Phase in such form and detail as the Department may require. The services of the DB ENTITY and their Consultant's submitted payment request applications shall include similar information. This includes, but is not limited to:

- a) Phase/Task Numbers for the professional services provided for the Project scope of work.
- b) Name of individual providing professional service and position/classification title as defined in the Article 2 - Compensation text.
- c) Hours worked: Authorized reimbursable expense items provided.
- d) Current hourly billing rate charges for each individual position classification.
- e) Copy of certified on-site visitation log or site visit report showing time on-site.
- f) Receipts for authorized reimbursable expense items.
- g) Itemized invoices from each of the DB ENTITY's and their Consultant(s) documenting that firm's professional services charge and the Project work related services provided.

ARTICLE 4: ACCOUNTING

The DB ENTITY shall keep current and accurate records of Project costs, expenses of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document costs to support the monthly application for payment. Project records shall be kept on a generally recognized accounting basis.

Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the DB ENTITY and their Consultant. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

ARTICLE 5: INSURANCE

The DB ENTITY shall purchase, maintain, and require such insurance that will provide protection from claims set forth below which may arise out of or result from the DB ENTITY's services under this Contract, whether such service is performed by the DB ENTITY or performed by any of the DB ENTITY's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The DB ENTITY must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the DB ENTITY's, Consultants, Contractor, or a Subcontractor's performance, including any person directly or indirectly employed by the DB ENTITY, Consultant, Contractor, or a Subcontractor, or any person for whose acts the aforementioned may be liable.
- (b) The DB ENTITY waives all rights against the State for the recovery of damages that are covered by the insurance policies the DB ENTITY is required to maintain under this Section. The DB ENTITY's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A-" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies authorized by the Department of Licensing and Regulatory Affairs, Office of Financial and Insurance Regulation to do business, as an insurer, in the State of Michigan. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <http://www.ambest.com>.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the DB ENTITY's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The DB ENTITY must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the DB ENTITY must secure tail coverage for at least three (3) years following the termination of this Contract.
- (h) The minimum limits of coverage specified are not intended and may not be construed to limit any liability or indemnity of the DB ENTITY to any indemnified party or other persons.
- (i) The DB ENTITY is responsible for the payment of all deductibles.
- (j) If the DB ENTITY fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the DB ENTITY at least 30 day notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the DB ENTITY or require the DB ENTITY to pay that cost upon demand.
- (k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.
- (l) If single policy limits are used to fill more than one of these requirements evidence of separate aggregate limits must be noted on the certificate.

5.1 Workers' Compensation and Employer's Liability Insurance

The DB ENTITY must provide Workers' Compensation and Employer's Liability coverage according to applicable laws governing work activities in the state of the DB ENTITY's domicile. If the applicable coverage is provided by a self-insurer, the DB ENTITY must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the DB ENTITY's domicile, the DB ENTITY must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

5.2 Owner's Liability Insurance

The DB ENTITY shall purchase, maintain and submit to the Owner an Owners and Contractors Protective (OCP) Liability Insurance policy, issued on an occurrence basis, naming the Owner as named insured.

The OCP insurance shall be primary insurance for the Owner and serve in place of adding the Owner as an insured in the Contractor's policy. The OCP insurance shall be obtained from the insurer providing the Contractor's liability insurance to avoid duplication of coverage.

The OCP policy limit shall be \$1,000,000.00 combined single limits, bodily injury, and property damage and shall not contain any exclusion relative to any supervisory functions by the Owner which may arise out of or result from operations under the Contract.

5.3 Motor Vehicle Insurance

If a motor vehicle is used in relation to the DB ENTITY's performance, the DB ENTITY must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

5.4 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the DB ENTITY's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance. The DB ENTITY must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The DB ENTITY also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

Minimal Limits:

\$1,000,000 Personal & Advertising Injury Limit;
\$1,000,000 Each Occurrence Limit;
\$2,000,000 General Aggregate Limit other than Products/Completed Operations; and
\$2,000,000 Products/Completed Operations Aggregate Limit.

5.5 Construction Manager's Professional Liability Insurance

For claims for damages arising out of an error, omission or negligent act in the performance of Construction Management/General DB Entity services, subject to limits of liability of not less than \$1,000,000 each claim and an annual policy period aggregate of not less than \$2,000,000.

5.6 Professional Liability Insurance (Errors and Omissions)

For claims for damages arising out of an error, omission or negligent act in the performance of professional services.

Minimal Limits:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

The Professional's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 minimum coverage per occurrence, \$2,000,000 annual aggregate. This insurance is required of all Professionals who conduct professional environmental services including, but not limited to, any of the following services:

- (i) Remedial System Design.
- (ii) Remediation Management.
- (iii) Feasibility Development and Implementation.
- (iv) Hydrogeological Evaluation.
- (v) Media Testing and Analysis.
- (vi) Subsurface and Geophysical Investigation.
- (vii) Other related activities as determined by the Department.

5.7 Umbrella Insurance

Minimal Limits:

\$2,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

5.8 Property Insurance (Builder's All Risk Insurance)

The Owner or its designee shall purchase and maintain property insurance for one hundred percent (100%) of the actual cash replacement value of the insurable Work while in the course of construction, including foundations, unless foundations are specifically excluded, additions, attachments, and all fixtures, machinery and equipment belonging to and constituting a permanent part of the building structure. The property insurance also shall cover temporary structures, materials and supplies of all kinds, to be used in completing the Work, only while on the building site premises or within five hundred (500) feet of the site. The property insurance shall insure the interests of the Owner, DB ENTITY, Construction DB Entity and all Subcontractors and Suppliers at any tier as their interests may appear. The property insurance shall insure against "all risk" of physical loss or damage to the extent usually provided in policy forms of insurers authorized to transact this insurance in Michigan and shall be subject to a deductible of \$10,000.00 dollars for each loss occurrence. A copy of the master insurance policy will be kept at the Department for review by the DB ENTITY.

The DB Entity shall cooperate with the Owner in determining the actual cash replacement value of any insured loss. Any deductible amount shall be assumed or shared by the DB Entity and Subcontractors, at any tier, in accordance with any agreement the parties in interest may reach.

The Owner shall purchase and maintain for its benefit boiler and machinery insurance for boiler and machinery required to be registered and inspected by Law.

Contractual Liability Insurance for claims for damages that may arise from the DB ENTITY's assumption of liability on behalf of the State under Article 6 concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.

Except where the State has approved a subcontract with other insurance provisions, the DB ENTITY must require any Subconsultant / DB Entity to purchase and maintain the insurance coverage required in this Article. Alternatively, the DB ENTITY may include a Subconsultant / DB Entity under the DB ENTITY's insurance on the coverage required in that Section. The failure of a Subconsultant / DB Entity to comply with insurance requirements does not limit the DB ENTITY's liability or responsibility.

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the DB ENTITY's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions/Special Items" the following items: **(1) The Project File No.;** **(2) The Project Title;** **(3) Description of the Project;** and **(4) The State of Michigan must be named as an "Additional Insured on the General Liability Insurance Policy."** The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

The DB ENTITY shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the DB ENTITY's services under this Contract, whether such service be by the DB ENTITY or by any of the DB ENTITY's Consultant(s) or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

The DB ENTITY and the Construction DB Entity shall provide and maintain performance/labor, material and payment bonds as designated in the Department's, "MICHSPEC 2001 Edition of The Owner and DB Entity Standard Construction Contract and General Conditions for Construction" or the current Department's, "DTMB Short Form 0401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" general conditions.

The attached Appendix, Original Performance, Labor, and Material Bonds and Certificates of Insurance documents required for this Project shall be in force for this Project until the final payment by the State to the DB ENTITY is made and shall be written for not less than any limits of liability specified above. The DB ENTITY has the responsibility for having their Consultant(s) comply with these insurance requirements.

Also, be advised that the Original Surety Bonds required for a Construction Contract will not be accepted by the State of Michigan unless, the surety bonding company is listed in the current United States Government Department of Treasury's, Listing of Approved Sureties (bonding/insurance companies), Department Circular 570. This Circular 570 Listing is published annually every July 1, in the Federal Register solely for the information of providing a listing of companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies required to provide surety bonds to the United States Government. Copies of the current Circular 570 Listing of approved surety bonding/insurance companies and interim changes may be obtained through the internet web site at <http://www.fms.treas.gov/c570/c570.html>.

ARTICLE 6: INDEMNIFICATION

(a) To the extent permitted by law, the DB ENTITY shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the DB ENTITY in the performance of this Contract and that are attributable to the negligence or tortious acts of the DB ENTITY or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them may be liable.

(b) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the DB ENTITY or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the DB ENTITY or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(c) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the DB ENTITY shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the DB ENTITY or its Subcontractors/Consultants, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or DB ENTITY's opinion be likely to become the subject of a claim of infringement, the DB ENTITY shall at the DB ENTITY's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the DB ENTITY, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to DB ENTITY, (iii) accept its return by the State with appropriate credits to the State against the DB ENTITY's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the DB ENTITY shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the DB ENTITY, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the DB ENTITY under this Contract.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

All Contract Documents, Instruments of Service, drawings, specifications, reports, photographs, or other Project related documents prepared and furnished by the DB ENTITY and their Consultant shall become the property of the State upon their request, in writing, by the State or upon the prior termination of the DB ENTITY's services hereunder, and the DB ENTITY shall have no claim for further employment or additional compensation as a result of this action taken by the State to request full rights of ownership of these documents and materials.

ARTICLE 8: TERMINATION

The State may, by written notice to the DB ENTITY, terminate this Contract in whole or in part at any time, either for the State's convenience or because of the failure of the DB ENTITY to fulfill their Contract obligations. Upon receipt of such notice, the DB ENTITY shall:

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the DB ENTITY in performing this Contract, whether completed or in process.

8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.

- 8.2 If the termination is due to the failure of the DB ENTITY to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the DB ENTITY shall be liable to the State for any additional cost occasioned to the State thereby.
- 8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the DB ENTITY had not so failed, the termination shall be deemed to have been affected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.
- 8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 9: SUCCESSORSHIP AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties hereto shall assign this Contract without the prior written consent of the other.

ARTICLE 10: GOVERNING LAW

This Contract shall be construed in accordance with the laws of the State of Michigan.

ARTICLE 11: NONDISCRIMINATION

In connection with the performance of the Project scope of work under this Contract, the DB ENTITY and their Consultant agrees as follows:

- a) The DB ENTITY will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (*as defined in Executive Directive 2019-09*), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The DB ENTITY will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The DB ENTITY will, in all solicitations or advertisements for employees placed by or on behalf of the DB ENTITY, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The DB ENTITY or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the DB ENTITY's nondiscrimination commitments under this article.
- d) The DB ENTITY will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; Executive Directive 2019-09; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract
- e) The DB ENTITY will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the DB ENTITY and of each of their Consultant(s). The DB ENTITY will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to the Article 6, 1976 PA 453, as amended.
- f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the DB ENTITY has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the DB ENTITY ineligible for future Contracts with the State and its political and civil subdivisions, Departments, and officers, and including the governing boards of institutions of higher education, until the DB ENTITY complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all the persons with whom the DB ENTITY is declared ineligible to Contract as a contracting party in future Contracts.

In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g) The DB ENTITY shall also comply with the provisions of the 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The DB ENTITY will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon the DB ENTITY and each of their Consultant's or seller.

ARTICLE 12: CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the DB ENTITY and their Consultant(s) which cannot be resolved by negotiation, the DB ENTITY shall submit the dispute for an administrative decision by the Director-FA within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director-FA may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision. The DB ENTITY agrees that the Department's appeal procedure to the Director-FA is a prerequisite to filing a suit in the Michigan Court of Claims.

ARTICLE 13: COMPLETE AGREEMENT - MODIFICATION

This Contract constitutes the entire agreement as to the Project between the parties. Any Contract modification of this Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the DB ENTITY and their Consultant(s) for correcting, or for responding to claims or litigation for the DB ENTITY and their Consultant(s) final design/build Contract Documents/architectural and/or engineering design/build errors, omissions or neglect on the part of the DB ENTITY and their Consultant(s).

APPENDIX I

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design and Construction Division
3111 W. St. Joseph Street
Lansing, Michigan 48917

FILE NUMBER VARIOUS	INDEX NUMBER(S) VARIOUS	PROPOSAL DUE DATE Thursday, January 9, 2020 at 2:00 p.m., local time
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION Various Design Build Minor Projects - primarily located in the Lansing and Metro Detroit areas		
PROJECT ADDRESS (if applicable) VARIOUS		
CLIENT AGENCY CONTACT VARIOUS		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Tim Hall		TELEPHONE NUMBER 517-881-4173
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION: None		
PROJECT DESCRIPTION/SERVICES REQUESTED Provide Minor Project Design Build services on an Indefinite-Scope Indefinite Delivery (ISID) basis for a variety of state funded minor projects. Projects will be primarily located in the Lansing and Metro Detroit areas. Project types expected include light framing, drywall, finishes, electrical, mechanical, HVAC and exterior site improvements, typically in occupied buildings. ISID contracts will be used for minor, emergency, and/or routine projects. Most projects will be below \$250,000.00 total cost.		
NIGP CODES 90625; 90638; 90644; 90652; 90656; 90922; 90976; 91036; 91051; 91060; 91065; 91066; 91075; and 91078		
DESIRED SCHEDULE OF WORK Dependent on the assigned project		
SPECIAL WORKING CONDITIONS Working on-site and near the vicinity of the assigned projects		
ACCEPTING RFP QUESTIONS UNTIL: Thursday, December 12, 2019 at 12:00 p.m., local time		

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DCH, DEQ, DNR, and MIOSHA), and any other local regulations and standards that may apply.

This form is required to be a part of the professional service contract. (Authority: 1984 PA 431)

Attachment(s)

Request for Proposal

APPENDIX II

DEFINITION OF TERMS

DEFINITION OF TERMS:

The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department and/or the Design and Construction Consultant prior to the execution of the Construction Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addendum; and (5) Specify the date of Addenda issuance. The Addenda are intended to become part of the Project Bidding and Contract Documents when the Construction Contract is executed.

AS-BUILT RECORD DOCUMENTS: Original tracings on mylar plus two sets of computer compact disk (CD's) depicting all construction modifications, additions, and deletions made either by Addendum, Bulletin, supplemental written instructions, and the written notations shown on the Construction Contractor's as-built drawings.

BID: A written offer by a Bidder for the Department's Project construction work, as specified, which designates the Bidder's Base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a construction Bid directly to the Department.

BIDDING DOCUMENTS: The DB ENTITY's final Bidding Documents shall consist of the final design architectural and/or engineering drawings and specifications, any issued Addenda, special, general and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of the Project advertisement, the instructions to construction Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction DB Entity for the Project work requirements.

BID SECURITY: The monetary security serving as guarantee that the Bidder will execute the offered Construction Contract or as liquidated damages in the event of failure or refusal to execute the Construction Contract.

BUDGET: The maximum legislatively authorized amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the Project requirements for this Contract. The Budget does not equal the Construction Budget.

BULLETIN: A standard document form (DTMB-485, Bulletin Authorization No. and the DTMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a change in the Project scope of work under consideration by the Department and the Professional.

CONSTRUCTION BUDGET: The sum of monies available to the State for construction of the Project.

CONSTRUCTION CONTRACT: A separate agreement between the Construction DB Entity and the Department for the construction, alteration, demolition, repair, or rebuilding of a State/Client Agency building or other State property.

CONSTRUCTION CONTRACTOR: Any construction entity under a separate Contract to the Department for construction services.

CONSTRUCTION/GENERAL CONDITIONS: All of the labor, equipment, and materials required to directly support the construction Phase service process but does not include the actual construction itself. Typical items include clean-up, field supervision, temporary protection, trucking, signage, etc.

CONSTRUCTION INSPECTION SERVICES: The DB ENTITY's field Inspections of the Project during the construction Phase of this Contract.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the DB ENTITY's staffs, but employed by the Design and Construction Consultant's firm and whose professional service cost is ultimately paid by the Department, either as a direct cost or reimbursement. Also included are individuals and firms whose management and/or direction of services are assigned to the Design and Construction Consultant as provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A form (DTMB-403) that amends the Contract Documents for changes in the Department's approved and attached Appendix – Project/Program Statement scope of work or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The DB ENTITY's architectural and/or engineering plans/drawings, specifications, Construction Contract, Instructions to Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addenda, and attachments necessary to comprise a Construction Contract for the Project.

CONTRACT MODIFICATION: A form (DTMB-410) amending the Contract. Any Contract Modification of this Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Design and Construction Consultant for correcting, or for responding to claims or litigation for, the Contract Documents study/design errors, omissions or neglect on the part of the Design and Construction Consultant

CONTRACT ORDER: A form (DTMB-402) issued and signed by the Department authorizing a DB ENTITY to: (1) Begin to incur Project expenses and proceed with the Project; and (2) Provide the professional services stipulated in the fully executed Contract for the not-to-exceed dollar (\$) fee amount designated in the Phases of the Contract Order.

DEPARTMENT: The Department of Technology, Management and Budget. The Department will represent the State of Michigan in all matters pertaining to this Project. This Contract will be administered through the Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division on behalf of the Department.

DESIGN AND CONSTRUCTION CONSULTANT (DB ENTITY): An individual, firm, partnership, corporation, association, or other legal entity who, with their Professional Design Consultants, are permitted by law to provide professional architecture, engineering, environmental engineering, land surveying, or landscape architecture design services along with construction management and general contracting services in the State of Michigan.

DESIGN AND CONSTRUCTION CONSULTANT (DB ENTITY) UTILIZATION MANUAL: Provides the Design and Construction Consultant and their Professional Design Consultant firm with instructions, standards and procedural information. This utilization manual for design/build Projects provides the Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division users with a definition of the Project implementation procedures and the responsibilities to initiate and implement the DB ENTITY's professional design/build services. The State of Michigan titles defined and used in this utilization manual are intended to be generic and may be modified to apply to each respective State/Client Agency facility location as required (See attached Appendix).

DIRECTOR - SFA: The Director of the Department of Technology, Management and Budget, State Facilities Administration or their authorized representative.

INSPECTION: The Design and Construction Consultant and its Consultants' examination of the Project construction work completed or in progress by the Construction DB Entity to determine and verify that based on the information, knowledge and belief of the Design and Construction Consultant, the quantity and quality of all Project construction work conforms to the design intent of the DB ENTITY's Contract Documents.

INSTRUMENTS OF SERVICE: The drawings, specifications, reports, renderings, models, approved copies of shop drawings, written and electronic data, electronic media and all such other documents and deliverables created by the Design and Construction Consultant in the fulfillment of this Contract.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: A chief executive officer of the Design and Construction Consultant firm essential for the successful completion of the Project scope of work.

MAJOR PROJECT DESIGN MANUAL (MPDM): A form (DTMB-494) providing the Design and Construction Consultant with information regarding the Department's process and requirements for uniformity in the capital outlay process, design, and materials.

NOTICE OF AWARD: A written notice to the Construction Contractor, by the Department accepting the DB ENTITY's written recommendation to award the Construction Contract. The Notice of Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion, has accepted.

DEPARTMENT'S FIELD REPRESENTATIVE: An employee of the State under the direction of the Project Director who represents the Department and the State of Michigan in the field during construction.

PHASE: A discretely distinguishable design step necessary to produce the Project's scope of work requirements.

POST-BID ADDENDUM: An Addendum issued after the construction Bid opening to those construction Bidders who submitted a Bid, for the purpose of revising the scope of Project work and rebidding the Project work without re-advertising.

PROFESSIONAL, PROFESSIONAL DESIGN CONSULTANT: An individual, firm, partnership, corporation, association, or other legal entity permitted by law to sign and seal Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, land surveying, or landscape architecture services in the State of Michigan.

The Professional must also be legally permitted by the State's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department to recommend construction progress payments to the Construction Contractor.

PROGRAM STATEMENT: A statement comprising the Project Statement and a compilation of the sizes, numbers, adjacencies, properties, and types of spaces and qualities required to fulfill the needs of the Project.

PROJECT: Any new construction, new utilities, existing building renovation, roof repairs and/or removal and replacement, additions, alteration, repair, installation, painting, decorating, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads authorized by the Department that requires professional design services as part of this Contract.

PROJECT COST, TOTAL PROJECT COST: The total cost of a Project including site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, testing and balancing services, furnishings, equipment, architectural and/or engineering plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project.

PROJECT DIRECTOR: The professionally licensed Department employee responsible for directing and supervising the DB ENTITY's services during the life of this Contract.

PROJECT STATEMENT: The attached document defining the scope of work, describing the problem, justifying the Project, and providing a preferred resolution of the problem.

PROJECT TEAM: Group of individuals or entities consisting of the Design and Construction Consultant, the Project Director, the Department's Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PROPOSAL: The written document prepared by the Design and Construction Consultant in response to a request by the Owner. May describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

PSC: Professional Service Consultant. See PROFESSIONAL.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose.

SOIL EROSION AND SEDIMENTATION CONTROL: The planning, design and installation of appropriate Best Management Practices (as defined by the most current version of the Department's Soil Erosion and Sedimentation Control Guidebook) designed and engineered specifically to comply with 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control.

STATE: The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

STATE/CLIENT AGENCY: A Department of the State of Michigan, the end-user of the Project, which requires professional architectural and/or engineering design services. The term State/Client Agency does not include an institution of higher education or a community college under this contract unless specified by the Owner.

SUBSTANTIAL COMPLETION: The Project work, or a portion of the Project work designated in the DB ENTITY's Contract Documents as eligible for separate Substantial Completion, has been completed in accordance with the DB ENTITY's Contract Documents to the extent that the State/Client Agency can use or occupy the entire Project, or the designated portion of the Project, for the intended use without any outstanding, concurrent work,, except as required to complete or correct the Punch List. Prerequisites for Substantial Completion, over and above the extent of Project work required, shall include the following items; (a) Receipt by the Department of all required Contract operating and maintenance documentation; (b) All systems have been successfully tested and demonstrated by the Construction DB Entity for their intended use; and (c) Receipt by the Department of all required Contract certifications and/or occupancy approvals from the State and those political subdivisions having jurisdiction over the Project. Receipt of all required Contract certifications and/or occupancy approvals from those political subdivisions with jurisdiction in and of itself does not necessarily comprise Substantial Completion.

SUSTAINABLE DESIGN: The DB ENTITY's use of a balance of appropriate materials, products and design methods that reduce energy consumption, impact to natural ecosystems, and reduce consumption of non-renewable products, within the Budget constraints of the Project.

TASK: (1) A quantifiable component of design related professional architectural and/or engineering services required to achieve a Phase of the Project; (2) The most manageable sub-element within a design Phase; (3) A unique item of work within a design Phase for which primary responsibility can be assigned; and (4) Has a time related duration and a cost that can be estimated within a study/design Phase.

APPENDIX III

DB ENTITY'S PROPOSAL

January 6, 2020

Ms. Anne Watros
Department of Technology, Management and Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, Michigan 48917

Re: Transmittal Letter
2020 Indefinite-Scope Indefinite-Delivery For Minor Project Design-Build Services

Dear Ms. Watros:

Allied Building Service Company of Detroit, Inc. (Allied) along with G.H.Forbes Associates Architects, PC (Forbes) and Peter Basso Associates, Inc. (PBA) is pleased to respond to the above referenced request for proposal (RFP) to perform design-build services for various State Projects through an Indefinite-Service, Indefinite-Delivery (ISID) contract. We are confirming with the submittal of this proposal our keen interest in providing our support to the State of Michigan. We also agree to be bound by our proposal without modifications, unless mutually agreed upon by the Department of Technology Management and Budget (DTMB) and Allied.

Our team is currently working on projects under State of Michigan ISID Contract 00641. We are working with Forbes and PBA concurrently on several additional projects with customer other than State agencies. Allied and Forbes have enjoyed a strong and healthy relationship together over the past 24 years. Together we have successfully completed a large number of projects covering various types of work for various customers. We excel with interior renovation projects in occupied buildings and spaces as well as unique special projects requiring quick turn-around (see attached referenced projects).

This proposal is organized to be responsive to the Request for Proposal as follows:


- ^ Transmittal Letter
- ^ Technical Proposal
- ^ Cost Proposal
- ^ Appendices

Allied Building Service appreciates the opportunity to provide this proposal for consideration and looks forward to working with the State of Michigan. The principal contact information for this proposal is provided below:

Mr. Matthew Guyot
Allied Building Service
1801 Howard St, Detroit MI, 48216
Phone: 313-230-0800
Cell : 313-215-3520
Email: mguyot@teamallied.com

Should you have any questions regarding this proposal, please contact us directly.

Sincerely,


Allied Building Service
Attachment: Proposal

ORIGINAL

Submitted by:

Allied Building Service
1801 Howard St
Detroit, Michigan 48216
313-230-0800

State of Michigan: Request for Proposal
2020 Indefinite-Scope Indefinite-Delivery
For
Minor Project Design-Build Services
Various Locations, Michigan

Due Date: January 9, 2020
Time Due: 2:00pm Local Time

Submitted to:

Michigan Department of Technology, Management and Budget
State Facilities Administration
Design and Construction Division
3111 West St. Joseph Street
Lansing, MI 48917

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Appendices

Appendix A – Questionnaire

Appendix B – Key Personnel Résumés

Appendix C – Project Examples

Appendix D – Quality Control Documents

- **Sample Meeting Report Template**
- **Sample Field Report Template**

PART 1: TECHNICAL PROPOSAL

I – 1 Understanding of Project and Tasks

The State of Michigan Department of Technology Management and Budget (MDTMB) requests the services of a Design Build Entity (DB). The DB is to provide design, construction and construction administration services for a variety of projects primarily located in Lansing and Metro Detroit areas within the State of Michigan. Project types expected include light framing, drywall, finishes, electrical, mechanical, HVAC, and exterior site improvements, typically in occupied buildings and normally under a cost of \$250,000.00. Michigan prevailing wages obtained at the time of the individual project will be incorporated. Client agency needs may require ISID contracting for other, or specialized projects which supplement standard bids for obtaining design and construction services. DB entities ISID contracts are limited to a (3) year term.

I-1A. Experience with Governmental or Institutional Design and Construction:

Allied Building Service Company of Detroit, Inc. (Allied) is the Prime. We are a General Contractor who self-performs the majority of demolition, carpentry, electrical, mechanical, plumbing, dock and door and various finish work with our own in-house workforce. We have been in business since 1948 and provide a broad base of services to a large customer base. Our General Contracting division has experience executing a wide range of project scopes and types. Our expertise is in executing occupied space interior renovation projects.

We have performed work as the Prime Contractor for various multi-year Indefinite Delivery Indefinite Quantity (IDIQ), Job Order Contracts (JOC), and Multiple Award Task Order Contracts (MATOC), and Indefinite-Scope Indefinite-Delivery (ISID) for various clients who include, General Services Administration (GSA), the Veterans Administration, Department of Defense, U.S. Postal Service, State of Ohio, the National Joint Powers Alliance (now referred to as Sourcewell), and the State of Michigan. Allied is currently in its final year of its State of Michigan ISID Contract 00641 which we've had a lot of success with. We have completed hundreds of work orders and continue to benefit from the strong and lasting relationships these types of contracts often yield for our organization. Our staff members have executed Design-Build projects for the State of Michigan (DHS), (DNR), (DMVA), and (DOC), The GSA, and the U.S. Army Corps of Engineers.

Allied is currently working on several interior renovation projects in the Greater Detroit area, for the GSA, many municipalities and for the State of Michigan. Our main area of work coverage is the Southern half of Michigan, Northern Ohio, and Northern Indiana. However, we do perform outside of these areas including Ishpeming, Iron Mountain, Marquette, Brevort Township and other various locations throughout the Upper Peninsula.

Our belief is that a team approach to all projects usually yields the best outcome. When the Client, End User, A/E, Contractor, and all other parties with a stake in the project are involved in a positive inclusive and collaborative manner, the outcome often yields the desired result and the process can be fun. We aim to incorporate our philosophy with all our relationships

Design Professional:

G.H. Forbes Associates Architects (Forbes) is the lead Design Professional. Forbes has been providing professional architectural services for over forty-eight years. We provide innovative and technical renovations for clients including the General Services Administration (GSA) and the Department of Technology, Management and Budget (DTMB). They are experienced in achieving design and technical requirements of various agencies including the Department of Military and Veteran Affairs (DMVA), Department of Natural Resources (DNR), Department of Technology Management and Budget, Federal Bureau of Investigations, United States Coast Guard, United States Marshals Service, Department of Homeland Security, and the United States Courts. Many of these agencies have requirements for office spaces, accessible facilities, lighting and electrical upgrades, mechanical upgrades, toilet and shower rooms as well as training facilities

similar to requirements of DTMB's client agencies. We are also experienced in specialty requirements including SIPR rooms, holding cells, vaults, and various security and technology requirements that might be required.

We recently completed or are in the process of completing several renovations for the DTMB as well as the General Services Administration (GSA) with the Design-Build Team including Allied Building Services Contractor, Forbes and PBA. We have completed the replacement of the boilers within the Belle Isle Casino with DTMB and DNR. We also completed structural improvements to the Outdoor Adventure Center. Both of these projects were Design-Build. We also collaborated on replacing the sprinkler system in the Belle Isle Casino. This was a Design-Bid-Build where Allied won the award. Forbes has collaborated with Allied to provide studies that have guided multiple projects in the Belle Isle Aquarium and Belle Isle Conservatory. One of these projects was the recently completed replacement of the steel trusses at the Anna Scripps Whitcomb Conservatory for DTMB and DNR. GSA projects completed by the team include an accessible office renovation for the U.S. District Court Probation Office as well as a Judge's Chamber and Attorney's Office Renovation. More information regarding project examples can be found in Appendix C.

The Design Team of Forbes and PBA is also currently working on a multi-phased project to renovate the Lapeer Armory for the DTMB and DMVA. Forbes is coordinating the phases and working with the State to achieve the desired renovation within budget limitations. The team values repeat clients and believes that follow-through on meeting and field reports, project coordination and communication is vital to maintain clients. We are confident that we can again meet the needs of the DTMB and their clients in a smooth and timely manner.

In addition to the projects mentioned above, the team has several active projects with the DTMB. Forbes and Allied are working with the DNR to develop Design Documents for Heating, Ventilation and Controls for the Anna Scripps Whitcomb Conservatory. Forbes is working with DTMB to renovate a freight elevator at the Cadillac Place Building.

Allied, Forbes and PBA currently has an ISID-Design Build contract with DTMB that expires in 2020. Forbes and PBA are also under an ISID Professional Service contract with DTMB that expires in 2020. We are familiar with the phases of work including the Study, Program Analysis, Schematic Design, Preliminary Design, Final Design and Construction Administration, both field and office. We understand how critical construction cost estimating is to assess and maintain budget throughout a project. We are familiar with the DTMB forms, procedures and specifications as well as the process of submitting drawings for review by the State Department of Licensing and Regulatory Affairs (LARA).

Forbes has enjoyed five consecutive Indefinite Deliverables, Indefinite Quantities (IDIQ) Contracts with the General Administration Services (GSA). Each of these contracts is for one year with an option to be renewed for an additional four years. Our IDIQ contract began in 1995 and based upon successful performance, we have been awarded another IDIQ contract. Forbes has completed more than one-hundred fifty (150) projects for the GSA over the past 25 years and has earned exceptional ratings from project managers throughout GSA.

We have provided the full gamut of services for these GSA projects including feasibility studies, design intent documents, design review, procurement support, site investigations, project development studies, building evaluation reports, conceptual designs, renderings, construction drawings, specifications, record drawings, proposal evaluations, cost estimating, shop drawings and construction management and inspection. Our projects also have addressed historic preservation, multiple phases, sustainable design practices and GSA's Workplace 20/20 which rethinks office space to maximize resources and facilitate modern work practices. The GSA work varies widely from high-end design such as a Judge's Chambers to more engineering-centric projects like an electrical switchgear replacement and we treat each project with the utmost importance. Our successful history with GSA IDIQ contracts makes us well suited to offer superior service to the State of Michigan through the ISID contract.

We understand that the State of Michigan is dedicated to conserving energy. Often, projects do not attempt to achieve a certification in Leadership in Energy and Environmental Design (LEED) yet the principles are still applicable. Our project team has LEED Accredited Professionals for Architectural, Mechanical and Electrical disciplines and routinely incorporate water conservation, energy efficiency and finishes that promote indoor air quality in our designs.

Most of our work tends to be alterations and renovations of existing facilities, many of which are historic. We work with the Property Managers and consider maintenance needs during design. We work with the State Historic Preservation Office and GSA's Historic Preservation branch to ensure that the character of the facility is preserved. We work with clients including the Courts, Marshals and Department of Homeland Security to provide programming, schematic design and design development that reflects both the local agencies needs as well as the design guide standards that are specific to that agency. We also produce timely and thorough construction documents. We routinely perform construction management and inspection services and serve as the inspector for code enforcement when projects occur on federal property.

I-1B. Our project team is the best value to the State of Michigan:

Our project team is the best value to the State of Michigan due to past experience both as separate entities and together as a team, our team's long working relationship, our understanding of the agency clients, dedication to responsive service and collaborative efforts, speedy problem resolution, and continued record of customer satisfaction.

Our design team's experience with renovations is perhaps the most important component of our qualifications. Over the last 20-plus years, approximately 75% of our design team's projects have been renovation projects; all with varying degrees of complexity. The renovations have included all aspects of interior and exterior construction and all disciplines including architectural, mechanical, electrical, civil, structural, environmental, acoustical and fire protection. Our typical project size is similar to the project size mentioned in the RFP. We understand the importance of prompt and thorough service on projects of all size.

We view our field survey as an essential component of a successful project and do not skimp on the hours spent in the building to thoroughly document existing conditions and to coordinate the renovation work. We have developed internal checklists to help ensure that all aspects of the existing conditions are investigated. These design team's checklists coupled with the input of the contractor help to make sure we leave no stone unturned and help us to identify for the owner where potential risks or hidden costs may be. We have found that this approach to field investigation creates a great foundation for our construction documents and thereby reduces the number and cost of change orders that occur during construction

We understand that projects will require close collaboration and frequent communication. Our design team includes architects and engineers that have successfully collaborated in recent projects. Although our team will comprise of three offices (Allied, Forbes, and PBA), we will communicate throughout the day, every day. Our team offices have a wealth of experience working together on projects. In addition, we have worked together in this more remote fashion successfully on multiple projects. We encourage you to look closely at the projects referenced in this response to RFP and note the work we have performed together.

Our design team's knowledge and enforcement of the building codes is critical. The design team has a multitude of Federal projects where they performed construction inspection services for us and other contractors over the past eighteen years. This synergy will be a critical asset in State projects.

Our office is located in Detroit Michigan. Most project sites within area are within 1.5 hours of driving time, which allows for us to make day trips during the design and construction phases. This means that our time can be spent directly interfacing with the State and managing the construction instead of traveling to and from

the site. Our competitive billing rate also allows us to maximize our interface time without creating an exorbitant total fee.

Lastly, we believe that having a good working relationship amongst the design team and the contractor is critical to a smooth and successful project. Our team believes in fostering an environment of mutual respect with the customer and their end users which will set a foundation for successful design-build projects.

I – 2 Personnel

I – 2A. Key Personnel

The resumes of each member of DB's project team that are expected to participate on projects under this contract are included as Attachment B. Emphasis has been placed on resumes for those personnel and specialists who will have major project responsibilities.

- ∟ **Senior Project Manager** (key employee) Dave Senkbeil
- ∟ **Contract Manager** (key employee) Matt Guyot
- ∟ **Electrical Project Manager** (key employee) Michael Bolan
- ∟ **Mechanical Project Manager** (key employee) Keith Hunt
- ∟ **Lead Project Engineer** (key employee) Ron Kozlowski
- ∟ **Principal Architect** (key employee) Scott Goodsell, AIA
- ∟ **Principal Architect** (key employee) Theresa Scherwitz, LEED AP
- ∟ **Principal Engineer** (key employee) Scott Garrison
- ∟ **Electrical Engineer** (key employee) Eric Graettinger, PE, LEED AP
- ∟ **Mechanical Engineer** (key employee) David Conrad, PE

I – 2B. Organization Chart

An Organization Chart (**Figure 1**) illustrates the proposed project leadership and reporting responsibilities with the lines of communication of our proposed project team. The individuals identified with ** are key to the successful completion of these project types. Roles for a typically assigned project are noted in italics.

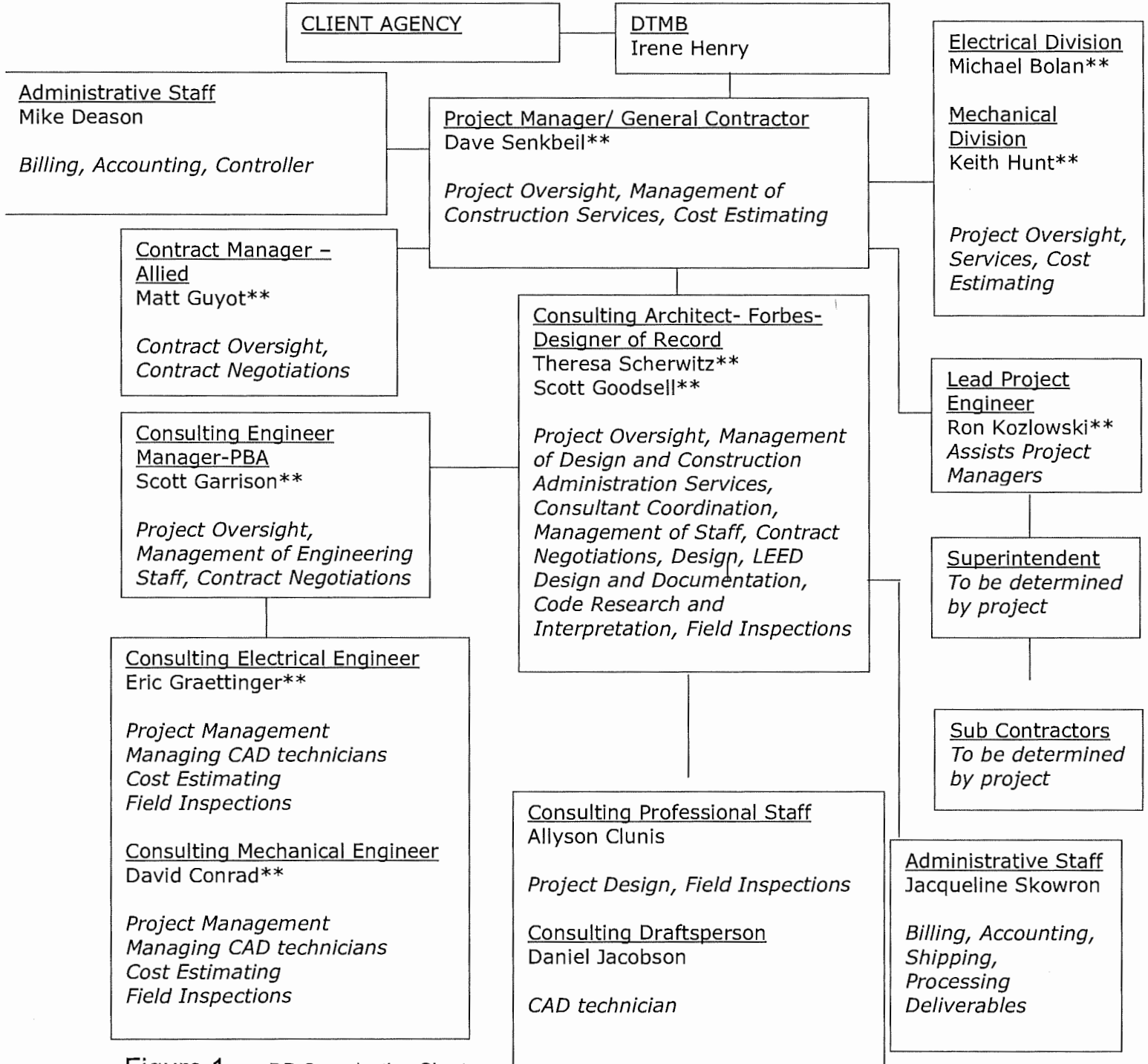


Figure 1 — DB Organization Chart

I – 3 Management Summary and Work Plan/Schedule

I-3A. Work Plan and Methodology

Task 1 – PRE-CONSTRUCTION CONFERENCE

The DB Team (Construction Manager and Architect/Engineer) will meet with the DTMB's Project Director and Client Agency Staff. The DB Team will facilitate the meeting, and record and publish meeting minutes within 3 days of the meeting.

Task 2 – PROGRESS MEETINGS

The DB Team (Construction Manager and Architect/Engineer) will attend regular progress meetings with DTMB's Project Director and Client Agency Staff. The DB Team will facilitate the meeting, and record and publish meeting minutes within 3 days of the meeting.

Task 3 – DESIGN

Our Design Team Member (Forbes) is familiar with the DTMB's Standard Contract for Professional Services including the outlined Phases and Tasks. For a typical design-build project, we would expect to begin at Phase 400 Preliminary Design although Forbes is familiar with studies (Phase 100), programming (Phase 200) and schematic design (Phase 300), should the project require these services. For each project, we would develop a design schedule through discussions with the DTMB and client agency. Typically, we require 3 weeks for a design submittal. Each review comment will be responded to in a narrative form. Should the project require expediting, we can expedite ordering long lead items and beginning demolition during the completion of the design. A typical project would likely include a 35% Preliminary Design submittal followed by a 65% Design Submittal, 95% Design Submittal and Construction Documents.

The following design deliverables will be provided (project dependent):

- Architectural Plans, Sections, Elevations and Schedules
- Fire Alarm
- Plumbing
- HVAC
- Lighting
- Power and Data
- Security

Components of the Submittal:

- Project Specifications in CSI format
- CAD based drawings showing the above mentioned aspects
- Calculations/Supporting Design Data
- Construction Cost Estimate – provided by Allied

Task 4 – SUBMITTALS

The Contractor will provide submittals for review by the Architect/Engineer. The Architect/Engineer will review shop drawings for accuracy and adherence to the design documents. The Architect/Engineer will respond to Requests for Information (RFI) in a timely manner. A submittal log and RFI log will be maintained throughout the project.

Task 5 – PAYMENTS

The Architect/Engineer anticipates reviewing monthly payment draw requests prepared by Allied. The review will be coordinated with construction inspections and evaluate percentage of work completed to percentage of work billed. Draws are anticipated to be requested upon project completion, or monthly should the project duration be longer than 30 days. A member(s) of the State will be included in the draw requests and review process if desired.

Task 6 – CLOSEOUT

The Contractor will provide As-Built drawings, O&M manuals and warranties for review by the Architect/Engineer. The Architect/Engineer will create a Punchlist that details errors and omissions to be corrected for each construction contract. Errors and omissions will reference the corresponding specifications section or relevant construction drawing. The Contractor will satisfy all outstanding items promptly.

Task 7 – CONSTRUCTION SCHEDULE

The Contractor will provide a Construction Schedule indicating durations for all major components as well as the critical path for project completion.

The Architect/Engineer will review construction progress and report on any delays to schedule.

Task 8 – CONSTRUCTION SUPERVISION

The Contractor will employ a full-time Superintendent to be on-site at all times work is being complete. The Architect/Engineer will provide field inspections typically on a weekly basis. The Architect/Engineer will note the work completed as well as upcoming work, field questions and project schedule in a published report.

Task 9 – FIELD RECORDS

The Contractor will maintain daily logs of workers, equipment and tasks on projects of duration and complexity or when the customer requests logs be kept. Any and all out of scope items, field changes, differing site conditions, emergencies, or the like will be documented and promptly relayed to the appropriate team members.

Task 10 - RECORD DOCUMENTS

The Contractor will maintain an accurate set of documents with all field changes and As-Built conditions. Certified payrolls, MSDS, waivers of lien, permits, inspection reports and any other project specific documents will be posted, made available and/or filed as necessary. The Architect/Engineer will develop Record Documents in CAD from the Contractor's As-Built documents.

I-3B. Constructability Review and Quality Control Plan

Prime / Contractor:

Allied's Quality Control Plan is in constant review to ensure the most current best practices are being utilized. We provide oversight in levels from Team Leader, Foreman, Site Superintendent, Project Manager(s) on most projects. Allied has implemented a project engineering team with a lead engineer overseeing them. The project engineering team acts as a safety net for all the project management team to ensure all necessary documents and materials are logged and delivered in a timely manner. When deemed required we will implement a dedicated Quality Control Manager. Oversight in levels allows for recognition of items installed incorrectly or in conflict allowing the contractor to make more timely corrections.

When items not meeting specification, design, or intent are recognized, the items are relayed to all members involved in project. Allied's culture is an open door policy at all levels which promotes open, clear, and constant communication. This culture allows for better oversight and early detection of undesirable situations. Allied's Health and Safety Plan is a separate plan integrated into all projects. Safety is the first item of concern with each employee, each day, on every project. All Allied project employees receive continual safety training including OSHA training, asbestos and lead training, CPR and lift operator training.

Design Professional:

Forbes has continued to improve methods for project management over the past forty-seven years. The Office has developed templates for meeting reports and field reports. Forbes values consistent and accurate documentation of design decisions, field conditions and construction progress. Our office consists of an open studio format instead of individual offices. We find this promotes collaboration, mentoring and quality control. The Principals are intermixed with CAD Technicians making them accessible for questions and support. All documents are reviewed by senior staff prior to publication. Regular updates are held for coordination, problem solving and proactive management. In our office, the lead architect and project managers carefully review the documents before they leave our office. They also review shop drawings for conformance to design; this process is not left to young interns as in many offices. Shop drawings are not just taken at face value but are carefully reviewed for coordination with other components.

Forbes takes an active role in coordinating disciplines to achieve a buildable solution. Forbes and PBA are accustomed to asking questions of the client to understand goals and priorities. Allied and the Design Team routinely coordinate during Design-Build Projects to discuss options and different approaches to achieve the desired solution within the project budget.

I – 4 Questionnaire

Please refer to Appendix A for the completed Questionnaire.

PART 2: COST PROPOSAL

BILLING RATE AND FEE SCHEDULE

Firm Name Allied Building Service Company of Detroit, Inc.

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
		\$ -	\$ -	\$ -		
<i>Construction Staff</i>						
Dave Senkbeil**	Senior Project Manager	\$135.00	\$139.00	\$143.00	\$147.50	\$152.00
Matt Guyot**	Contract Manager	\$120.00	\$124.00	\$128.00	\$132.00	\$136.00
Ron Kozlowski**	Lead Project Engineer	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Mark Giles	Project Engineer	\$70.00	\$72.00	\$74.00	\$76.00	\$78.00
Michael Bolan**	Project Manager - Electrical	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Keith Hunt**	Project Manager - Mechanical	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00
Assigned – Project Specific	Project Manager - General	\$125.00	\$129.00	\$133.00	\$137.00	\$141.00

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %
Less than \$50,000.00	17% and 8%
\$50,000.00 - \$500,000.00	13% and 7%
Greater than \$500,000.00	13% and 7% / Negotiated

Bond Cost Schedule	
Project Size Range	Bond %1.5*

*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

** Key Project Personnel

BILLING RATE AND FEE SCHEDULE

Firm Name G.H. Forbes Associates Architects, PC

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
Scott Goodsell**	Principal Architect	\$145.00	\$149.00	\$153.00	\$158.00	\$163.00
Theresa Scherwitz**	Principal Architect	\$145.00	\$149.00	\$153.00	\$158.00	\$163.00
<i>Position Not Currently Filled</i>	Project Manager	\$120.00	\$124.00	\$128.00	\$132.00	\$136.00
Allyson Clunis	Project Designer II	\$90.00	\$93.00	\$96.00	\$99.00	\$102.00
Dima Toma	Project Designer I	\$79.00	\$81.00	\$83.00	\$85.00	\$88.00
Daniel Jacobson	Architectural Intern	\$60.00	\$62.00	\$64.00	\$66.00	\$68.00
Jacqueline Skowron	Clerical	\$58.00	\$60.00	\$62.00	\$64.00	\$66.00
<i>Construction Staff</i>						

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %

Bond Cost Schedule	
Project Size Range	Bond %

*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

** Key Project Personnel

BILLING RATE AND FEE SCHEDULE

Firm Name Peter Basso Associates, Inc.

Yearly Hourly Billing Rate Increase (percentage) 3%

Employee Name	Position/Classification	Year 1	Year 2	Year 3	Year 4	Year 5
<i>Design Staff</i>						
Scott Garrison**	Principal II	\$225.00	\$232.00	\$239.00	\$246.00	\$253.00
Georde Hopkins	Principal I	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
David Conrad**	Principal I-Lead Mech	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Eric Graettinger**	Principal I-Lead Elec	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Lindsey Stefaniak	Principal I	\$176.00	\$181.00	\$186.00	\$192.00	\$198.00
Aaron Frantz	Engineer III	\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Rebecca Tritt	Engineer III	\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Carissa Hansen	Engineer II	\$91.00	\$94.00	\$97.00	\$100.00	\$103.00
Justin Bush	Engineer II	\$91.00	\$94.00	\$97.00	\$100.00	\$103.00
Shai Bishop	Engineer I	\$83.00	\$85.00	\$88.00	\$91.00	\$94.00
David Newton	Designer VII	\$146.00	\$150.00	\$155.00	\$160.00	\$165.00
Sue Mitchell	Designer V	\$118.00	\$122.00	\$126.00	\$130.00	\$134.00
Other	CADD II	\$50.00	\$52.00	\$54.00	\$56.00	\$58.00
<i>Construction Staff</i>						

FEE SCHEDULE

O&P SCHEDULE	
Project Size Range	O&P %

Bond Cost Schedule	
Project Size Range	Bond %

*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

** Key Project Personnel

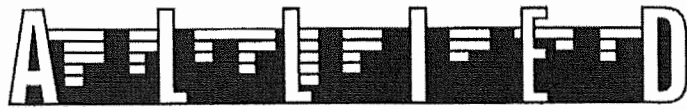
Thank you for considering our proposal. We look forward to working with you.

Respectfully Submitted,

Signature: 

Date: 1/6/2020

Matthew Guyot – Contract Manager
Allied Building Service



• *Building Services* • *Construction* • *Contracting* • *Cleaning* • *Supplies*

APPENDIX A

^ QUESTIONNAIRE



Questionnaire for Professional Services
Department of Technology, Management and Budget
2020 Indefinite-Scope Indefinite-Delivery
for
Minor Project Design-Build Services Contract
Request for Qualifications
Various Locations, Michigan

INSTRUCTIONS: Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process.

ARTICLE 1: BUSINESS ORGANIZATION

- 1. Full Name: Allied Building Service Of Detroit, Inc.
Address: 1801 Howard Street, Detroit, MI 48216
Telephone and Fax: T: 313-230-0800 F: 313-230-0811
Website: www.teamallied.com
E-Mail: dsenkbeil@teamallied.com
DB Entity(s) SIGMA Vendor I.D. number(s): 38-202-9676

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: G.H. Forbes Associates Architect, P.C. (GHFAA)- Consulting Architects, Peter Basso Associates, Inc.(PBA) - Consulting Engineers.

- 2. Check the appropriate status:

[] Individual firm [] Association [] Partnership [x] Corporation, or [] Combination – Explain:

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Michigan 1/2/1974

Include a brief history of the DB Entity's firm: Allied Building Services (Allied) has been providing construction services for 72 years. We provide our services primarily in Michigan, Northern Ohio and Northern Indiana. We offer design/build, and bid/build construction, maintenance, repair, janitorial, high and low rise window cleaning, electrical, HVAC, and mechanical services to our customers in both the public and private sector. We self-perform the majority of the services we provide and have strong relationships with a multitude of subcontractors built over the years. Allied strives to establish long-term customer / contractor relations by providing professional and responsive service in accordance to our customers' needs. We have healthy relationships with numerous customers in the private sector and across the full gamut of public sector political subdivisions including townships, cities, counties, the State of Michigan, State of Ohio, and multiple Federal agencies. Additional public customers include public transit companies, schools, and

universities. We have executed many varying types of projects with extensive expertise in occupied space interior renovations. We also excel in working with customers to find solutions to atypical and emergency projects. Allied currently holds several multi-year contracts. Allied has worked with our Design partner for this response, GHFAA and PBA, on dozens of projects over the past eight plus years. Our team is successfully working on, and has completed, several projects together under our current State of Michigan 2017 ISID Tenent Fit-Out Design Build Services – Contract No. 00641.

Forbes has been providing professional architectural services for over forty-eight years. They provide innovative solutions for private clients as well as government clients. The firm began with innovative designs for branch banking and projects with the State of Michigan Department of Mental Health, State Police and Department of Corrections and Department of Social Services. Later, in 1995, the General Services Administration awarded Forbes a contract that has led to unprecedented renewals and extensions due to attention to customer's needs and prompt, accurate response. In 2009, Forbes worked with the DTMB and DMVA to renovate the Lansing Reserve Forces North Building. Then, in 2013, Forbes again partnered with DTMB and DMVA to renovate the Detroit Light Guard Armory and Washtenaw Armory. Both of these Armory renovations included multiple bid sets and construction awards. PBA was the consulting engineering firm on the collaborated on several mechanical and electrical upgrades on various DTMB projects. Allied collaborated with the design team to replace the Boilers at the Casino at Belle Isle. The design-build team is currently collaborating on improvements to the Belle Isle Aquarium and sprinkler replacement for the Belle Isle Casino through the State of Michigan. Additional example projects with the Design-Build team are listed in **Appendix C.**

Provide an organization chart depicting all personnel and their roles/responsibilities.

Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions.

Please see attached DB organization chart depicting all personnel and their roles/responsibilities

ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify the project types and DB Entity services for which your firm is exceptionally qualified and experienced. Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the last five years for each item checked. Identification of specialties will not exclude selected firms from project types but will assist the DCD Project Directors in matching firms with projects.

- ADA facility assessment and remodeling
- Building and structure additions
- General commercial architectural and/or engineering design
- Electrical distribution and lighting replacement, upgrade, selection
- HVAC equipment and distribution replacement, upgrade, selection
- Interior remodeling and renovation
- Site Improvements
- Toilet and/or shower room remodeling or design

ARTICLE 3: CONTRACT UNDERSTANDING: The following items should be addressed on the assumption that your firm is awarded an Indefinite-Scope, Indefinite-Delivery contract. (See attached sample contract).

- 3.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?
Yes No
- 3.2 Is it understood that there is no guarantee of any work under this contract?
Yes No
- 3.3 Is it understood that you may be required to coordinate work with State of Michigan carpenters?
Yes No
- 3.4 Is it understood you may be given a schematic design prepared by State of Michigan designers or the State's modular furnishings contractor but must develop this plan and provide design and documentation required to obtain plan review and a building permit?
Yes No
- 3.4 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for design-build services?
Yes No
- 3.5 Is it clearly understood that performance and payment bonding will be required at the time of execution of any individual project contract assigned to you under this contract that will exceed \$50,000.00?
Yes No
- 3.6 Is it clearly understood that professional liability insurance (see Section Six, Paragraph 4.2(e) of the attached Sample Contract) will be required from the designer of record for any individual project contract, at the time of execution of that contract?
Yes No
- 3.7 Is it understood that your firm must comply with State of Michigan law as it applies to your services?
Yes No

ARTICLE 4: CAPACITY AND QUALITY

- 4.1 Briefly describe your firm's methods or procedures for quality control for your deliverables and services.

At the start of the design phase the methods of our A/E team member GHFAA will be implemented. GHFAA, has continued to improve methods of project management over the past forty-three years. The Office has developed templates for meeting reports and field reports, examples are included in Appendix D. GHFAA values consistent and accurate documentation of design decisions, field conditions and construction progress. The GHFAA office consists of an open studio format instead of individual offices. This format promotes collaboration, mentoring and quality control. Senior staff review all documents prior to publication and shop drawings for conformance to design and coordination with other components. Regular updates are held for coordination, problem solving and proactive management. A number of checklists are also utilized to ensure that all relevant information is included on the documents and examined during design. Checklists are used during field surveys as well as document production.

At commencement of the execution phase, the Contractor will lead the submittal process. Allied implements the submittal process for items to be utilized and installed. Any deviations from the desired or specified products to be installed will be highlighted for review and acceptance. Plans and the site are reviewed together prior to start of construction. Items of concern or potential conflict recognized will be relayed to the appropriate team members for discussion and resolution to avoid time delays. Allied's Quality Control Plan is followed using oversight in levels from Team Leader, Foreman, Site Superintendent, Project Manager(s) on most projects. When deemed required we will implement a dedicated Quality Control Manager. Safety concerns are addressed as well as continuing work site operations and logistics. Scheduling is communicated to all pertinent parties. Site work commences. Work found to be substandard, is promptly corrected. Allied's culture is an open door policy at all levels which promotes open, clear, and constant communication. This culture allows for better oversight and early detection of undesirable situations. Site work and punch-out is performed and project close-out procedures executed. Finally, our commitment to customer satisfaction drives our decisions to ensure the customer receives a quality finished product on every project.

- 4.2 Has your firm been involved in claims or suits associated with design and/or construction projects?

Yes No

If yes, explain: _____

- 4.3 It is understood that there be a key person who is assigned to a project for its duration?

Yes No

- 4.4 Please describe your understanding of the relationship between your firm, the DTMB Design and Construction Division, and the State Agency for whom a project will be completed.

Specifically, the Design-Build Entity (DB) will report to the project manager at the DTMB. The State Agency for whom a project will be completed is the client / end user. Our contract is with the DTMB. We will meet and coordinate with the State Agency as directed by the DTMB

- 4.7 How will your firm provide consistent and continuous communication on project activities and project status to the State of Michigan during the progress of projects?

The DB will issue meeting minutes within three business days of meetings and teleconferences. With each submittal of construction documents, the DB will issue written responses to review

comments as well as questions to successfully complete the next design phase. During construction, the Architect/Engineer will typically visit the construction site weekly and provide a written field report with photographs. The DB will provide cell phone numbers so that contact can be made at any time including weekends and after hours. Our project management staff is armed with smart phones, mobile hotspots and laptops so they're never out of touch even when they are away from the office

- 4.8 Describe your method of estimating construction costs and demonstrate the validity of that method.

We will utilize extensive in-house estimated expertise, our suppliers, and our extensive network of subcontractors to provide accurate pricing. Allied's project team uses an Excel workbook to calculate the cost of all our projects. A lead Project Manager breaks the project into parts. The parts are disseminated to our in-house trade departments and to subcontractors and suppliers. Internally, we couple past experience of our in house trades with current unit pricing and labor costs to calculate the costs for each part of a project. We also receive proposals from subcontractors and suppliers for the parts we do not self-perform. The parts are priced individually and provided to the lead Project Manger who compiles, summerizes, and finializes the costs and proposal. Our project team is countinously updating material costs with our suppliers to ensure that we are receving the highest quality materials at a competitive cost. We also solicit new subcontractors as a check and balance function in an effort to maintain a competitive edge amongst our competition. We believe in using valued engineering to ensure the customer is receiving the highest quality product on time and within budget

Additionally, our Design Team member Forbes uses the following practices. On a typical design-bid-build project, Forbes calls manufacturers for current pricing and they use real bid figures from past projects and experience in cost estimating. They take into account the market conditions and bid method. They use an Excel workbook that calculates material and labor cost per quantity and each item is categorized by the CSI specification system. They also maintain a current edition of the R.S. Means construction cost estimating book although we tend to use it as more of a cross reference than a reliable estimating tool. Forbes routinely produces detailed cost estimates for both the private and public sector work.

- 4.9 Describe your approach to minimizing construction cost over-runs.

The DB will provide budgetary construction costs during the schematic design phase and continue to update cost estimates throughout the design to identify budget over-runs as early as possible. If a project is at risk for being over budget, the DB will notify the State immediately and advise and work with the State to identify how best to bring the project back to budget and still achieve the desired goal. Some strategies that may be considered include value engineering, and descoping. Our thorough field work as described under item I-1B of the Technical proposal helps to reduce over-run costs and can at the very least help to identify unknown factors leading into construction

- 4.10 On a typical project, what would be your response time, from the time you receive a project assignment to providing design or construction services?

2 to 3 business Days. On very simple projects requiring only construction services and not requiring A/E involvement or drawings for execution (if allowable by the customer) 1 to 2 days. For emergency's same or next day

- 4.11 Describe your understanding of Sustainable Design and how you minimize or recycle construction waste.

Sustainable Design is a broad term that means to design in such a way as to conserve energy and resources and to produce healthier more productive environments in which we live and work. Construction waste can be minimized by incorporating standard material sizes in the design. Therefore, less waste will be generated as items are not required to be cut-down to fit. Material

specification can include recycled items, including construction waste. Many common building products, such as acoustical ceiling tile, include recycled content. Materials removed during demolition including steel and concrete can be salvaged for reuse or recycling rather than disposed of in a landfill. Allied incorporates recycling methods for each project dictated by the project requirements and what items are available to be recycled. Many of our contracts have minimum requirements for recycling.

4.12 Describe your experience with similar open-ended contracts.

Allied has been a General Contractor on the General Services Administration regional IDIQ contract for over 10 years in both Michigan and Ohio. Allied currently holds an open ended JOC contract with NJPA ezIQC in South East Michigan, South West Michigan, Eastern Michigan and Western Michigan. We have a JOC contract with the U.S.P.S. in Michigan and the State of Michigan 2014 ISID Tenent Fit-Out Design Build Services – Contract No. 00480. We are the Carpentry Contractor for Oakland County, and one of two general contractors for Washtenaw County both of which are multi-year contracts. We are the Electrical contractor for Smart Bus. We have successfully executed hundreds of projects in the past five years via multi-year contracts ranging in value from hundreds of dollars to over a million dollars. We are often asked and encouraged to participate again at the conclusion and re-bid of our multi-year contracts.

Forbes has enjoyed multiple Indefinite Services Contracts with the General Services Administration of the Federal Government. Their responsiveness and performances has resulted in an unprecedented number of contract renewals. They are currently the only firm that is being renewed with the GSA for this region; other firms are new to the contract. Several project managers have told Forbes that they recommended us for a contract renewal because we are thorough, responsive and provide a high quality service. They are accustomed to varying numbers of projects and workload. Forbes and PBA are on the State's ISID Contract for Professional Services. We are confident they will provide the same superior service to the State of Michigan under this Design-Build ISID contract

4.13 Describe how you would get information about an existing facility's components and systems.

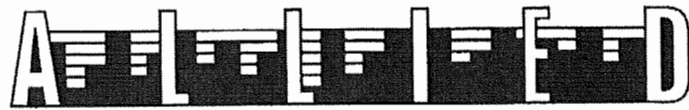
Forbes and their Engineers are active early in the design process to perform thorough field investigations. They also interview the facilities manager and longtime building occupants to learn about existing conditions and any issues. They are accustomed to probing through old drawings and seeking out relevant information. Forbes will document any issues and bring these to the DTMB for consideration. Forbes has developed checklists to guide field investigations as well as the production of documents. Allied will also provide in-house expertise when practical.

4.14 Describe how you would coordinate your work on a project where the carpentry work will be provided by State of Michigan crews.

Maintaining open and clear communication is key to coordinating the efforts of subcontractors and the owner's crews. We will coordinate the efforts of the State's Carpentry Crew into the project as we would any other contractor or subcontractor. Allied is well versed at this type of interaction. Several of Allied's contracts require us to interact and coordinate with the owner's trade crews. Allied's tradesmen, management staff, and subcontractors interact with Washtenaw County's, Oakland County's, and several Veterans Administration facilities' internal electrical, mechanical, and carpentry crews as examples.

4.15 Describe how you would coordinate your design work on a project where the furniture and plan layouts will be provided at a schematic level by either the State of Michigan or the State's furniture supplier.

Forbes often receives Design Intent Documents from a client including the State of Michigan or General Services Administration for renovation projects



• *Building Services* • *Construction* • *Contracting* • *Cleaning* • *Supplies*

APPENDIX B

^ KEY PERSONNEL RESUMES



KEY STAFF PROFILE

Antonino Scappaticci, Vice President/General Manager

Experience includes apartment complex renovation, commercial space design build, government office new construction and renovation, single family new construction, apartment unit new construction, and warehouse renovation. Duties include contract management, oversight of construction schedule, contract negotiation, safety program review, contract negotiation, monitoring project progress from start to completion, work quality check, and mobilization oversight.

Dave Senkbeil, Senior Project Manager

Project experience includes construction supervision of build outs, new construction, commercial, and office space. Duties include oversight of work performed on site, quality control, record keeping, logging and safety inspection.

Matt Guyot, Contract Manager

Project experience includes build outs, new construction, restoration, commercial, office, and government contracts. Duties include day to day project management, developing and maintaining construction schedule, coordination of subcontractors, contract and subcontract review and execution, estimating and bid pricing as well as marketing and business development.

Michael Bolan, Project Manager-Electrical

Project experience includes construction supervision, large buildouts, lighting retrofits, electrical service replacement and new installation. Duties include daily project schedule oversight, progress meetings with site project supervisor, direction of project employees.

Keith Hunt, Project Manager-Mechanical

Experience includes mechanical maintenance and installation, design, new construction, and retro fits. Duties include estimating work, confirming work compliance with owner specifications, project schedule oversight, review of safety procedure, consultation with on site project supervisor in charge of day-to-day mechanical work.



Ron Kozlowski, Lead Project Engineer

Project experience includes construction supervision of build outs, new construction, commercial, and office space. Duties include oversight of work performed on site, quality control, record keeping, logging and safety inspection.

Mike Deason, Controller

Experience includes job costing, contract financial tracking, coordination and processing construction draw paperwork for developer, HOME funds, LISC, and private financiers.

Matt Keller, Personnel Manager, Safety & Health Manager

17 years of experience with construction oversight establishing work schedules and managing company personnel. Have exceptional interpersonal skills and the ability to work well with all types of individuals. Has extensive work experience with wood and metal construction projects including several years of blue print reading experience. Has sound knowledge of commercial construction and remodeling trades, practices, procedures, techniques, equipment, tools, materials and specifications.

Thomas Riebitz, Project Manager-General Construction

Experience includes building and fulfilling proposals for various types of constructions projects. Extensive general construction knowledge in commercial, industrial and residential applications. Duties include general project oversight and daily supervision, daily contact with customer, architect and engineering firms, change orders and RFI work, estimating general construction projects, record keeping.

Employee Name/Title:

Antonino Scappaticci, General/Contract Manager-Maintenance and Repair

Qualifications/Licenses:

B.S. Business Administration, Western Michigan University

Experience:

1996 - Present, Allied Building Service Company of Detroit, Inc.
General/Contract Manager

1988-1993, Allied Building Service Company of Detroit, Inc.
Provided cleaning services for a number of facilities

Duties:

Responsible for the scheduling of service calls and dispatching service technicians. Monitors work quality. Prepares estimates for service work.

Project Experience:

Coordination of on-call and scheduled services for multiple clients. This includes coordination of internal and subcontracted tradesmen for the following service:

Carpentry, drywall repair and installation, electrical repair and installation, painting, floor tile repair and installation, wood floor refinishing, lock repair and replacement, lamp and ballast replacement, ceiling tile replacement, glass replacement, cleaning services, handyman, pest control, board ups, HVAC and mechanical repairs, plumbing and boiler system maintenance, grounds maintenance, welding and conveyors, parking lot stripping, and sandblasting.

Clients serviced include government, retail, commercial, and industrial facilities. Facilities range in size from 500 square feet to 100,000 square feet. Facilities contain 1 to 75 buildings in multiple locations.

Employee Name/Title:

Dave Senkbeil, Senior Project Manager

Qualifications/Licenses: Small Business Management, Ferris State University and Eastern Michigan University

15+ years experience with construction project oversight

Experience:

1990-1997, Self Employed General Contractor

1997-present, Allied Building Service Company of Detroit, Inc.
Project Manager Estimator / Design/Build Coordinator

Duties:

Project development and review, design with AE firms, estimating and cost analysis on projects, negotiations, scheduling, submittals, close outs, day to day coordination of projects.

Project Experience:

5715 Michigan Ave., Detroit, MI

Design / Build 10,000 Sq. Ft. single story Social Security Office Adhere to GSA requirements and provide full set of drawings for permit. Manage construction site from site work and infrastructure through finishes and landscaping. Responsible for quality control, record keeping, logging, and safety checks. Provided numerous cost saving items through valued engineering

Theodore Levin Federal Courthouse, Detroit, MI.

Multiple projects, demolition, complete interior renovations, emergency response work, structural work, energy conservation projects and stand by generator. All scopes including electrical, HVAC, plumbing, fire suppression, controls, carpentry and finishes. Included in design and value engineering during pre-construction and execution phases. Emergency response and execution in short time notices. Projects for all different agencies and GSA. Ranging in price from thousands to hundreds of thousands.

P.V. McNamara Federal Building, Detroit, MI

Numerous projects ranging from small to large, maintenance issues to complete demolition and interior build outs. Worked with GSA facilitating in design of modifications. Scope include but not limited to: demolition, carpentry, electrical, voice/data, HVAC, controls, energy management, and emergency response situations.

Federal Agencies, Michigan and Ohio

Multiple federal agencies including but not limited to FBI, Secret Service, Homeland Security, and Custom's Border Patrol. Projects consisting of complete interior demolition and remodeling encompassing all scopes and trades. Unique security requirements required and met.

Conner-Chene Properties, LLC., Detroit, MI

State of Michigan 36000 sq ft interior renovation from concept phase through design phase and complete interior renovation. Project scope includes working with owner and AE firm designing project from beginning to meet State of Michigan requirements to secure lease of building project also included LEED requirements in design. Provided several cost saving items through valued engineering

Kenyon Management – Social Security Office. Flint, MI

Design build project for GSA. 11,000sq ft project from ground up. Included site work, underground for electrical and plumbing, mechanical and electrical engineering, concrete, carpentry, electrical, HVAC, security systems, flooring and all finishes.

Build-outs and building upgrades from \$500 to \$250,000, SE MI

- Washtenaw County, multiple locations
- Toyota Technical Center, multiple locations
- Selfridge ANG Base, multiple locations
- Various Retail Stores, multiple locations
- Kenyon Management, multiple locations
- Plante Moran Cressa, multiple locations

Greater Corktown Development Corporation, Detroit, MI

Construction of 30 single family homes on vacant lots in an existing neighborhood. Site Supervision of project from notice to proceed to project closeout. Oversight of compliance with labor requirements for Davis Bacon and Executive Order 22, quality control, safety checks, record keeping, and logging.

Employee Name/Title:

Matt Guyot, Contract Manager

Qualifications/Licenses:

Hydrogeology, Graduate of Western Michigan Univ. 1996
Residential Builder's License – State of Michigan 2101162472,
30 Construction Safety & Health OSHA Certificate
HILTI FIRESTOP product certification, First Aid and CPR training, Lead
& Asbestos Awareness training

Experience:

1997 – Present, Allied Building Service Company of Detroit, Inc. Build
outs, new construction, residential, commercial, office, local, state,
and federal government

Duties:

Ensure Safety of company personnel and jobsites. Market company
services and client development. Management of projects from
inception through close-out, including adherence to safety
procedures, submittals, scheduling, subcontractor coordination, and
customer satisfaction. Contract and subcontract development and
execution.

Project Experience:

5 Year JOC Contract with USPS, Michigan all (3) zones

Provide Construction services for projects ranging from less than
\$2,000.00 to \$1Million.

5 Year Regional IDIQ Contract with GSA, Michigan

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects. We
have successfully completed (2) five year contracts.

5 Year Local IDIQ Contract with GSA, Michigan

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects

5 Year Regional IDIQ Contract with GSA, Ohio

Provide construction services for projects ranging from less than
\$2,000.00 to \$1Million primarily interior renovation projects. We are
in currently operating in the second 5 year contract.

Project Experience:

State of Michigan ISID Contract

Emergency and multi-scope projects from \$10K to \$2Million.

Contract is accepted into Michigan's MiDeal program and utilized by: several political subdivisions within Michigan

Building Service, Renovations, and Upgrade Contracts / Multi-Year Contracts with projects from \$500 to \$1Million

Washtenaw County - multiple locations and scopes of work

Oakland County - multiple locations and scopes of work

Livingston County

Several Michigan Cities and Schools

Toyota Technical Center, multiple locations

Selfridge ANG Base, multiple locations

Various Retail Stores, multiple locations

Kenyon Management, multiple locations

Social Security Offices (2), Detroit, MI

Design / Build ground-up 10,000 Sq. Ft. single story Social Security Office Adhere to GSA requirements and provide full set of drawings for permit. Manage all aspects of construction from site work and infrastructure through finishes and landscaping

Theodore Levin Federal Courthouse, Detroit, MI

Demo and renovate Judges Chambers 4th floor included custom woodwork throughout. Repair flood damage - multiple locations on multiple floors throughout building

Selfridge Air National Guard Base, Mt. Clemens, MI

Provide and install 37,000+ LF air strip security fence including: Value engineering of a mow strip, explosive ordinance avoidance, security gates, site restoration

State of Michigan Family Independence Agency Offices

Remodel entire interior of eleven FIA offices. Work included new electrical and HVAC throughout, office additions, new ceilings, flooring, and painting

Greater Corktown Development Corporation, Detroit, MI

Construction of 30 single family homes on vacant lots in an existing neighborhood. Homes were funded through HUD HOME funds, Community Development Block Grants, and private financing

Employee Name/Title:

Keith Hunt, Project Manager - Mechanical

Qualifications/Licenses:

Mechanical Engineering, Macomb County Community College 1981;
Mechanical Contractor 24 + years, License ID No. 7107757 State of Michigan, City of Detroit High Pressure Boiler License, 30 Hour Construction Safety & Health OSHA Certificate, Hilti Firestop product certification, Lead & Asbestos Awareness Training

Experience:

1982-1989, Stroh Brewing Company

Provided Mechanical Maintenance and Installation for 300,000 Sq. foot mixed use office building.

1989-Present, Allied Building Service Company, Inc. Service manager / Project manager

Mechanical Maintenance, New Installation, Design build, New Construction and Retro fits.

Member of Northwestern Tech Trade school advisory board.

Duties:

Estimate HVAC mechanical work. Confirm work complies with owner specifications: Oversees projects schedule. Review safety procedures: Attend weekly on site construction meetings with customer, architect, and project supervisor. Consults with Allied's on site project supervisor in charge of day to day mechanical work.

Project Experience:

Stroh River Place

Ongoing maintenance for 300,000 sq. foot office building, service, and installation of HVAC systems for multiple offices within an office complex. Service occurs on a scheduled and on call basis. Oversees onsite staff.

Port Huron Federal Building

Allied demolished the existing air handling unit and associated ductwork and plumbing including steam, fire suppression, and municipal water lines. Abatement of asbestos insulation was

required prior to demolition. A new air handling unit was installed with an extensive controls system allowing for remote access to conditioned space of the building. Electrical service for the unit was branched from the buildings main service to the location of the new air handling unit. New steam lines, water lines, exterior louvers, and duct work were installed. Previously refinished drop ceilings were removed and reinstalled to allow for the installation of new VAV boxes and associated controls.

Social Security Offices, Detroit, MI

Design/ Build of 10,000 Square foot Social Security Office. Design office building based on GSA requirements; provide full set of drawings for permit. Perform all sitework, underground, foundations, construct brick veneer 1-story building necessary interior partitions, plumbing, HVAC, electrical, communication system, security walls, parking lots, security fencing and landscaping.

McNamara Federal Building Detroit, MI

Demo space and build out 16,000 square feet of 18th floor of the McNamara Federal Building, Detroit, MI: Demo work, new walls, new ceiling, HVAC modifications, plumbing, electrical work and security work.

State of Michigan FIA Offices, Detroit, MI

Construct addition an office building and remodel existing space in 11 other State of Michigan Family Independence Agency Offices. Work included electrical, plumbing, HVAC, flooring, carpentry, painting, roofing, masonry, and foundations

State of MI, Lansing Chamberlain Court House Lansing, MI

Demo out existing steam piping and space, convectors, and controls. Install new JCI Control system; install new copper hot water lines, and new convectors, circulating pump. Provide start up and water balance.

Employee Name/Title:

Ron Kozlowski, Lead Project Engineer

Qualifications/Licenses:

Electrical Apprentice, 30 Hour Construction Safety & Health OSHA, Lead & Asbestos Awareness Training, First Aid and CPR training

Experience:

January 2014 – October 2016, All City Electrical Contractors Inc. Electrical Estimator specializing in industrial and commercial applications.

November 2016 – Present. Allied Building Service Company of Detroit, Inc.

Build outs, new construction, residential, commercial, office, local, state, and federal government

Duties:

Analyze blueprints and project specifications to determine material and labor requirements and costs in commercial, residential, and industrial settings.

Maintain constant contact with general contractors and customers to ensure the projects run smooth, on budget and meet the requirements of the customer.

Contact suppliers and subcontractors to negotiate pricing, leads and installation times for required materials to ensure maximum profit and scheduled deadlines are met.

Prepare, send and organize all project documents such as proposals, DTE load sheets, take off sheets, submittals, change orders, RFI's, permit applications, AIA billing documents etc

Project Experience:

Starkweather Station, Plymouth, MI

Thoroughly inspect prints and specifications to ensure an accurate and proper estimate for (2) ground up apartment buildings.

Calculate costs for necessary material, labor, and subcontractor work to determine project budget.

Rework engineered drawings to provide the customer a cost savings opportunity

Order required material per project specifications.

Prepare all permit applications, AIA billing and submittal documents

Tamarack Camps Applebaum Village, Ortonville, MI

Ground up camp site including multiple bunkhouses and an activity center.

Prepare an estimate to supply all necessary labor and equipment to complete the project while conforming to the required specifications. Value engineer lighting package to offer savings for customer Provide new primary service for campsite and secondary services for all bunkhouses and activity center

Tokyo Rope USA, Canton, MI

Provide all necessary pricing and equipment for 50,000+ SF building shell.

Coordinate with various trades in order to properly schedule equipment installations throughout various stages of the project. Work with DTE planning to relocate existing power pole and supply necessary power to meet building load requirements

On Demand Mail Services LLC, Pontiac, MI

Prepare and present pricing for upgrades to the existing warehouse facility

Demo existing outdated power and lighting equipment.

Coordinate saw cutting and asphalt replacement during new primary conduit runs.

Update all existing equipment to meet and conform to NEC requirements.

Coordinate with Kohler to provide temporary generator for other trades to successfully perform necessary improvements

Create new state approved electrical drawings including site lighting, DTE easements, one-line diagram, lighting and power locations.

Work with DTE engineers to provide adequate power to feed new equipment.

Employee Name/Title:

Mike Deason, Controller

Qualifications/Licenses:

Bachelor Degree in Business Administration at Eastern Michigan University, Specializing in Finance

Experience:

1994-Present, Allied Building Service Company of Detroit, Inc.

Duties:

Manage and oversee financial duties for Allied Building Service Company of Detroit, Inc. and its sister companies,

Project Experience:

Project oversight and budget management for contracts not to exceed certain amounts, running accounting software for reports, executing ARRA reports for a Government contracts, abiding by the rules and regulations of the Service Contract Act, Davis Bacon Act, and processing certified payrolls to customers

Employee Name/Title: **Matt Keller**, Project Manager / Personnel Manager / Estimator / Quality Control

Qualifications/Licenses: OSHA 30 Hour Construction Health & Safety Cert.
Lead & Asbestos Awareness Training, HILTI FireStop Equipment Certified, Aerial Lift Training, Army Corp of Engineers Construction Quality Management Certificate, 20+ years on hands on and supervisory construction experience

Experience: 2010 – Present, Allied Building Service Company
Personnel Manager / Project Manager

2009- 2010 John Spain Builders
Carpenter / Superintendent

1994 – 2009 Kodiak Contractors – Edge Construction Services
Carpenter / Foreman / Multi Crew Supervisor

Duties: Project oversight from estimating thru execution to closeout. Coordination and planning with all in house field personnel as well as sub-contractors. Manage and schedule in house tradesmen with coordination of other project managers.

Project Experience: ***Medical Media Library Design-Build Renovation, Detroit U.S. Veterans Affair Medical Facility***
Project experience on this project consists of everyday onsite supervisor for all in-house tradesmen and subcontractors involved. Keep track of onsite safety meetings and progress meeting and report progress and daily logs to VA and Army Corp representatives.

Gate 1 Security Building Detroit Arsenal, Warren, MI
Project included removal of all finishes, drywall, ballistic doors, and guard booths damaged in a flood. Coordinated and oversaw all phases including demolition, mold remediation, security mesh, drywall, millwork, painting, ballistic security doors, placement of guard booths, and security controls.

Multiple Renovation and Security Projects, Oakland County, MI

Numerous projects over multiple years under contract with the county. Projects vary in size including office renovations, repainting of buildings, and interior face lifts. Security projects as well at courthouse entry, jail, juvenile detention center, and executive office buildings.

Employee Name/Title:

Thomas Reibitz, Project Manager

Qualifications/Licenses:

December 1990	The University of Michigan, BA in Communications
April 2016	30 Hours OSHA Certificate Construction Safety and Health
October 2016	CDL Michigan License

Employment Experience:

2016 – Present,
Allied Building Service Company of Detroit, Inc.

Duties:

Estimate and negotiate bids and contracts. Schedule contractors to perform needed duties. Manage submittals, materials, permit procedures, invoicing and all close out documentation.

Project Experience:

Wayne State University – Detroit, MI

New residence hall remodel of old cafeteria room. Removed counters and shelving units of room, enclosed wall opening in frosted glass. New flooring, paint, acoustical ceiling, and electrical to become office for residence hall managers. Fire suppression upgrade in new entry way.

City of Southfield – Southfield, MI

Addition of new storage room in the Southfield police parking garage. Build 1,200 square foot cement block storage room with fencing, lighting, epoxy paint, and guard rail upgrades. All work done in highly secured area.

Lansing Community College – Lansing, MI

Complete first floor remodel of entire AARP suite. Demolition of entire east wing offices. New design of walls and ceiling with new fire alarm and fire suppression upgrades. Coordinated a three-phase remodel to allow for employees to continue working throughout project. New millwork and countertops in break and work rooms. Appliance and plumbing upgrades in kitchen with new paint, wall paper, and flooring throughout entire suite.

Employee Name/Title: Michael Bolan, Electrical Project Manager

Qualifications/Licenses: Licensed Journeyman with over 20 years' experience in the trade
30 Hour OSHA Certificate
Lead/Asbestos awareness
CPR certified – AED Training
Certified to operate a man lift

Experience: **12/18 - Current – Allied Building Service**
Project Manager
2/13 – 12/18 O'Donnell Electric
Foreman
1/05 – 2/13 Griffen Electric
Foreman

Duties: Include but not limited to: Estimating, setting budgets, purchasing, manpower, scheduling and hiring Subcontractors

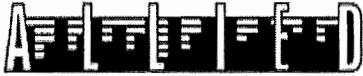
Project Experience: **Texas De Brazil Restaurant, Detroit**
Daily oversight of large buildout at the Compuware Building. Scope included demolition of multiple spaces totaling over 4,000 sq ft. New work included a new service, kitchen, bar, dining room, LED lighting and controls, fire alarm, Ansul system, exhaust fans on roof, and data drops.

Met Life Insurance Office Buildout, Southfield

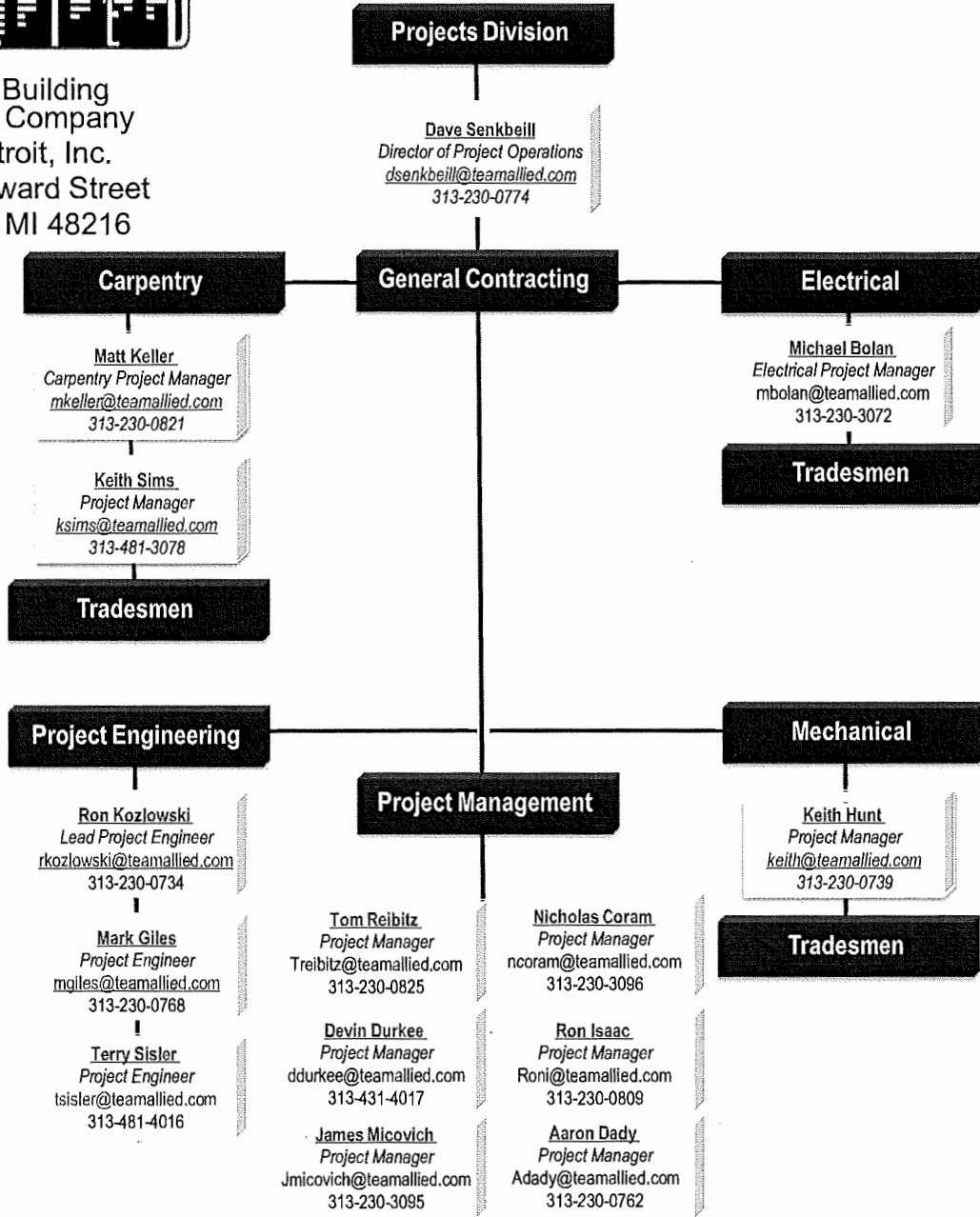
Daily oversight of office buildout totaling over 30,000 sq ft. Scope included demolition of multiple spaces covering the whole floor. The new build included: new metering for the service, new LED lighting and controls, power and data for cubicles, fire alarm, backup UPS system.

Price Right Auto and RV, Sterling Heights

Daily oversight of a ground up addition totaling over 3,000 sq ft of bays to service RVs. Scope of work for addition: new sub panel, new LED high bays, power for overhead doors, power for tube heating, and outlets for the mechanics (120 & 240 volts). Site work included: exterior wall packs, new bases and parking lot pole lights, and power to a propane distribution tank.

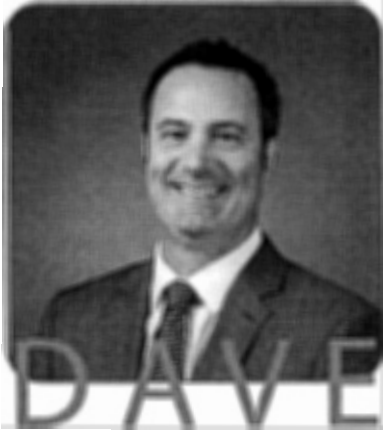


Allied Building
Service Company
Of Detroit, Inc.
1801 Howard Street
Detroit, MI 48216



David A. Conrad, PE

Vice President



Lead Mechanical Engineer
Bachelor of Science in Architectural
Engineering, Kansas State University
Professional Engineer - MI (PE)
American Society of Heating, Refrigerating
and Air Conditioning Engineers (ASHRAE);
Engineering Society of Detroit (ESD)

As Lead Mechanical Engineer, Dave will be responsible for production of the mechanical systems design in collaboration with the lead electrical engineer and architect. He will participate in all phases of the project, from establishing design criteria and verifying existing field conditions, to performing heating and cooling load calculations, design and layout of systems, preparation of specifications, reviewing shop drawing submittals, and conducting field observation.

Dave has experience in building heating and cooling load analyses, ductwork layout and sizing, HVAC piping layout and sizing, piping hydraulic analyses, and field investigation.

Dave's 20 years of experience includes systems design for new construction and renovation of various types of facilities, with a particular emphasis on sports facilities.

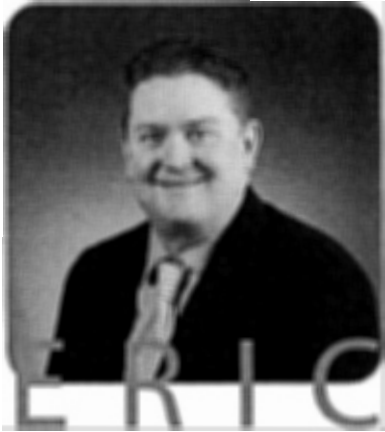
Relevant Project Experience

- **State of Michigan, Detroit, MI**
Department of Natural Resources Outdoor Adventure Center Sanitary Venting
Department of Human Services Clark Street Office Tenant Improvements
Detroit Detention Center Mound Correctional Facility Conversion
Belle Isle Casino Building Boiler Replacement
Belle Isle Aquarium Heating System Upgrades
Belle Isle Aquarium MEP Renovations
Belle Isle Radio Station Renovation
- **State of Michigan, Lapeer, MI**
Dept. of Military and Veteran Affairs Lapeer National Guard Armory Reno Ph 2
- **State of Michigan, Saline, MI**
Center for Forensic Psychiatry Maintenance Projects
- **State of Michigan, Ypsilanti, MI**
Washtenaw Armory Interior Renovations
Washtenaw Armory Site Renovations
- **Department of Natural Resources, Brighton, MI**
Stewardship Building Facility Condition Analysis and Design
- **General Services Administration, Various Locations, MI**
Ann Arbor Probation Office Relocation - *Ann Arbor*
Office Reno at Detroit Metropolitan Wayne County Airport - *Romulus*
Theodore Levin Courthouse & Chambers 8th Floor Tenant Improvements - *Detroit*
Theodore Levin Courthouse 7th Floor Judges' Chambers Renovations - *Detroit*
U.S. Marshal Service Office Building Renovation - *Port Huron*
Levin Courthouse Air Conditioning Units 6 & 8 Replacement - *Detroit*
- **Blue Cross Blue Shield of Michigan, Detroit, MI**
Cornice and Slate Building Renovation
Boiler Replacement Design/Build Project
Jefferson Building Standby Power



Eric M. Graettinger, PE, LEED AP BD+C

Vice President



Lead Electrical Engineer
Bachelor of Science in Electrical Engineering,
University of Detroit Mercy
Professional Engineer - MI, AZ, IN, FL
USGBC LEED Accredited Professional
(LEED AP BD+C)
Illuminating Engineering Society - Board
of Manager Member; Past-President of
Detroit Section

Eric's responsibilities as Lead Electrical Engineer include the technical production of a project, such as system design and layout, product research, documentation and drawing review submittals, and field investigations. He also monitors the budget and schedule throughout the course of a project.

Eric has been involved in the design of specialty indoor and outdoor lighting systems; medium- and low-voltage power distribution systems; fire alarm systems; emergency power distribution systems; power system evaluations; studies for existing primary and secondary distribution systems; and facility condition studies.

Eric's 22 years of electrical engineering experience includes both new construction and renovation of retail, commercial, institutional, government, corporate, and prototype facilities.

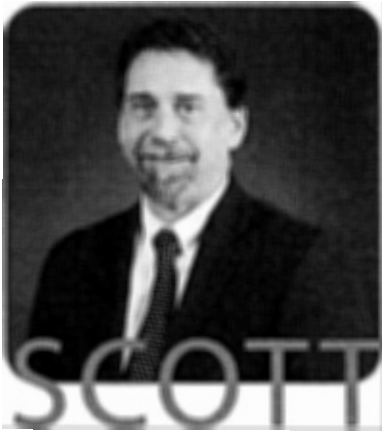
Relevant Project Experience

- **State of Michigan, Detroit, MI**
Belle Isle Casino Building Boiler Replacement
Cadillac Building Tenant Improvements
Department of Human Services Clark Street Office Tenant Improvements
Detroit Detention Center Mound Correctional Facility Conversion
- **State of Michigan, Grand Ledge, MI**
Army National Guard Grand Ledge Armory Cooling Tower Study
- **State of Michigan, Bay City, MI**
Bay City Armory Renovations
- **General Services Administration, Various Locations, MI**
Ann Arbor Probation Office Relocation - *Ann Arbor*
Office Reno at Detroit Metropolitan Wayne County Airport - *Romulus*
Theodore Levin Courthouse & Chambers 8th Floor Tenant Improvements - *Detroit*
Theodore Levin Courthouse 7th Floor Judges' Chambers Renovations - *Detroit*
U.S. Marshal Service Office Building Renovation - *Port Huron*
Theodore Levin U.S. Courthouse Design Development - *Detroit*
McNamara Federal Building Emergency Lighting Upgrades - *Detroit*
- **TACOM, Warren, MI**
Building 212 Phase 2
Building 212 Substation Replacement
- **United States Postal Service, Various Locations, MI**
Alanson New Post Office - *Alanson*
Bloomfield Hills Finance Station - *Bloomfield Hills*
Fire Alarm Upgrade - *Northville*
Building Renovations - *River Rouge*
- **City of Ann Arbor, Ann Arbor, MI**
New Municipal Center, Police HQ, and 15th District Court Building



Scott A. Garrison

Principal



Principal in Charge
Bachelor of Science in Engineering
Technology, Wayne State University
Illuminating Engineering Society (IES);
American Solar Energy Society (ASES),
National Fire Protection Association
(NFPA); 7x24 Exchange of Southeast
Michigan

As Principal in Charge, Scott will lead the project team to ensure the client's project goals are met and the client's expectations are exceeded. He works closely with the project team throughout each phase of a project and actively participates in the technical production of the electrical and communication systems. Scott's project responsibilities range from setting initial design criteria, to producing technical drawings and specifications and overseeing construction activities.

Scott has worked on systems ranging from large campus medium voltage distribution systems and telecommunications structured cabling to photovoltaic electric generation.

Scott's 30 years of engineering and project experience includes renovations and new construction of multiple types of facilities.

Relevant Project Experience

- **State of Michigan, Detroit, MI**
Department of Human Services Clark Street Office Tenant Improvements
- **State of Michigan, Lansing, MI**
Department of Management & Budget Surplus Building Renovation
- **State of Michigan, Saline, MI**
Center for Forensic Psychiatry Maintenance Projects
Center for Forensic Psychiatry Perimeter Lighting LED Upgrades
- **State of Michigan, Ypsilanti, MI**
Washtenaw Armory Interior Renovations
- **General Services Administration, Detroit, MI**
Theodore Levin U.S. Courthouse Design Development
- **Bedrock Real Estate Services, Detroit, MI**
First National Building Infrastructure Study
Titlesource First National Building Tenant Improvements
Chrysler House Floors 4, 5, and 12-20 Tenant Improvements
David Stott Building Primary Electrical Service and Primary Switchgear Replacement
- **City of Ann Arbor, Ann Arbor, MI**
Ann Arbor Police and Court Building LEED Gold Design
- **Blue Cross Blue Shield of Michigan, Southfield, MI**
Blue Care Network Commons Renovation Master Plan
Blue Care Network Office Building Infrastructure Study
- **Detroit Wayne County Joint Building Authority, Detroit, MI**
Coleman A. Young Municipal Center Master Plan
- **Detroit Wayne County Port Authority, Detroit, MI**
New Public Dock & Terminal Building



SCOTT W. GOODSSELL, AIA, NCARB

PROJECT MANAGER/PRINCIPAL ARCHITECT

G.H. Forbes Associates Architects, P.C.



Mr. Goodsell has more than 20 years of combined professional experience as an architect working primarily in Michigan. He is the President of GHFAA. Mr. Goodsell is responsible for project planning, program & design, coordination of consulting disciplines, field observation, management of contract document production, in-house task distribution and quality control. He has been involved in more than 80 remodeling projects for the General Services Administration and other government entities and his responsibilities have included management of professional activities, on-site investigations, technical evaluations of existing buildings systems, supervision of working drawings & specifications, and coordination & monitoring the construction administration activities. He has also provided design and construction administration services for several new building additions and stand-alone buildings including site improvements for the private sector.

PROJECT ROLE: *Project Manager/Principal Architect*

EDUCATION: *University of Michigan – Bachelor of Science in Architecture, Master of Architecture*

PROFESSIONAL REGISTRATIONS: *Architect – MI, OH, IL*
MI License No. 1301047664

PROFESSIONAL MEMBERSHIPS: *American Institute of Architects; National Council of Architectural Registration Boards*

Project Experience

General Services Administration

- USCA 2nd Floor Judge's Chambers Renovation; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- USCA 2nd Floor Judge's Chambers Renovation; Ann Arbor Federal Building & U.S. Post Office
- Probation Urinalysis Lab; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- US Attorney's Office; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing
- Levin Prospectus Modernization; Theodore Levin U.S. Courthouse, Detroit
- USDC Chambers and Courtroom Renovation; Flint U.S. Courthouse
- DMVA North Building Renovation, Lansing; Reserve Forces Service Center
- Masonry Repairs and Roof Replacements; Hart-Dole-Inouye Federal Center, Battle Creek
- Exterior Restoration (Building 5 Windows); Hart-Dole-Inouye Federal Center, Battle Creek
- Secure Perimeter; Ann Arbor Federal Building & Hart-Dole-Inouye Federal Center
- New Fitness Center; Theodore Levin U.S. Courthouse, Detroit
- USDC 5th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USDC 7th Floor Judges Chambers Renovation; Theodore Levin U.S. Courthouse, Detroit
- USDC 5th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USCA 6th Floor Clerks Renovation; Theodore Levin U.S. Courthouse, Detroit
- USMS 5th Floor Detention & Administration Offices; Gerald R. Ford Federal Building & U.S. Courthouse, Grand Rapids
- Fire Alarm System Replacements; Various Federal Buildings in Michigan
- Elevator Improvements; Ann Arbor Federal Building & U.S. Post Office
- Initial Space Alteration – U.S. Land Port of Entry Sault Sainte Marie
- New Judge's Elevator Design/Build Project; Charles Chamberlain Federal Building & U.S. Courthouse, Lansing

State of Michigan & Other Works

- Washtenaw Armory Renovations, Ypsilanti; National Guard
- Michigan Memorial Funeral Home and Additions, Flat Rock
- New Administration Building and Fellowship Hall, Middleville, Ohio



VISIT US @ www.ghfaa.com
Scott Goodsell

THERESA SCHERWITZ, AIA, LEED AP-ID+C, NCARB

PRINCIPAL ARCHITECT

G.H. Forbes Associates Architects, P.C.



PROJECT ROLE: *Principal Architect*
EDUCATION: *University of Michigan – Master of Architecture
Bachelor of Science, Natural Resources & Environment*
PROFESSIONAL REGISTRATIONS: *Licensed Architect – MI, License No.
1301059775*
PROFESSIONAL MEMBERSHIPS: *Leadership in Energy and Environmental
Design Accredited Professional; MSHPO Historic Architect; National
Council of Architectural Registration Boards; American Institute of
Architects (AIA); AIA Building Codes and Regulations Committee; Historic
Preservation Network*

Ms. Scherwitz has 12 years of professional experience and is a Principal Architect and owner at Forbes. She is responsible for project management and all aspects of design and construction services as well as mentoring staff. Her responsibilities include facilitating client meetings, managing consultants and CAD technicians, project planning, program and design, overseeing the production of construction documents, cost estimating and managing construction. She has served as the Designer of Record and field inspector on numerous projects for the General Services Administration and the State of Michigan. She is the primary designer for LEED related work.

Project Experience

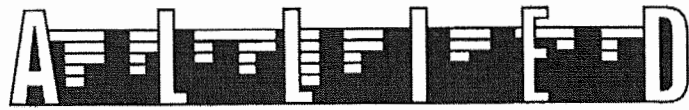
State of Michigan

- ASWC Steel Truss Replacement – Detroit
- Boiler Replacement Belle Isle Casino – Detroit
- Sprinkler Replacement Belle Isle Casino – Detroit
- Outdoor Adventure Center Structural Improvements – Detroit
- Armory Building Addition and Renovation – Lapeer
- Washtenaw Armory Renovations – Ypsilanti
- Structural Study Aquarium and Conservatory – Detroit
- Light Guard Armory Renovation – Detroit
- Cadillac Building Tenant Improvements – Detroit
- Cadillac Place Entry Study and Renovation – Detroit
- Mechanical Study – Grand Ledge

General Services Administration

- Levin Chambers 867 Modifications - Detroit
- Rosa Parks DHS ERO/OPLA Renovation – Detroit
- Elevator/USMS/USDC – Marquette
- Probation Office Renovation – Ann Arbor
- USDC Workplace 20/20 – Bay City
- Theodore Levin Courthouse 8th Floor Chambers – Detroit
- U.S. Marshal Service Office Building Renovation – Port Huron
- Jury Room – Kalamazoo
- USDC 5th Floor Renovation – Detroit
- USCOA Judge's Chambers – Ann Arbor
- DHS Fitness Center – Detroit
- Levin Sidewalk Replacement - Detroit

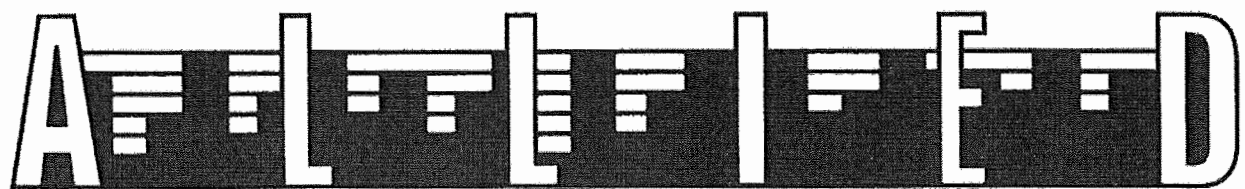




• *Building Services* • *Construction* • *Contracting* • *Cleaning* • *Supplies*

APPENDIX C

^ PROJECT EXAMPLES



ALEED
BUILDING SERVICE COMPANY

The logo features the word "ALEED" in a large, bold, sans-serif font. The letters are white with a black outline. The interior of the letters is filled with a dark, textured pattern of horizontal lines of varying lengths, creating a stylized architectural or industrial look. Below the logo, the words "BUILDING SERVICE COMPANY" are written in a smaller, bold, sans-serif font.

**GENERAL CONTRACTING
SERVICES**

COMPANY PROFILE AND PHILOSOPHY

Allied Building Service provides the Southern Michigan and Northern Ohio with design/build, construction, maintenance, repair, janitorial, electrical, HVAC, and mechanical services. Allied strives to establish long-term customer / contractor relations by providing professional and responsive service in accordance to our customers needs.

Legal Name Allied Building Service Company of Detroit, Inc.
Address 1801 Howard Street
Detroit, Michigan 48216

Telephone Number (313) 230-0800
Facsimile Number (313) 230-0811
Web Address www.teamallied.com
E-Mail mquyot@teamallied.com

Type of Service General Contractors, Design/ Build, Build Out, Remodel, Maintenance, Repair and Installation of HVAC, Electrical, Plumbing and Mechanical Systems
Janitorial and Specialty Cleaning, Floor and Carpet Care, Window Cleaning
Janitorial and Housekeeping Supplies, Maintenance Equipment

Form of Business Michigan Corporation

Ownership Woman Owned, Wayne County Certified, Detroit Based Enterprise (DBE)

Associated Companies Allied Eagle Supply Company
Allied Window Cleaning

Years of Business in Detroit Seventy-Two Years in business. Started in 1948.

Location Size Over 60,000 sq. ft. Main Offices and Warehouse

Bank Reference Comerica Bank
2200 West Fort
Detroit, Michigan 48216
Ghada A Jaafar (248) 223-5768.

Bonding Address VTC Insurance Group
1175 West Long Lake Road, Suite 200
Troy, Michigan 48098
Ian Donald (248) 828-3377

Financial Statement Available on request
Duns Number 01-6820102 - Cage Code – 0HXH8



SERVICES OVERVIEW

ALLIED BUILDING SERVICE COMPANY

- General Contractor
- Design Build
- New Construction
- Renovation
- Tenant Space Build Out
- Facility Maintenance and Handyman
- Janitorial and Cleaning
- Window Washing
- Dock and Doors
- HVAC, Mechanical, Electrical, and Plumbing, Maintenance and Installation

SERVICE AREAS

Residential Construction

Adaptive Reuse

Commercial and Office Space Renovation and Repair

Governmental Facilities Construction and Renovation and Repair

Residential Home Repair

Commercial Building Construction



PROFILE OF SERVICES-GENERAL CONTRACTOR

PRECONSTRUCTION SERVICES

- Building design and engineering system feasibility and cost evaluations
- Coordination with engineer and architect
- Phasing, scheduling, and logistics
- Construction draw scheduling
- Pre-Qualification of subcontractors, manufacturer, and scheduling
- Coordinate and meet with appropriate entities during plan approval/permitting process
- Construction methods and materials feasibility and cost evaluation (such as conventional vs. prefabricated)
- Draw procedure and compliance coordination/meetings with financiers

CONSTRUCTION SERVICES

- Hiring, coordination, and supervision of subcontractors and suppliers
- Coordination and meetings with architect and lenders
- Completion of paperwork for Davis Bacon Act and Executive Order 22
- Completion of paperwork for construction draw requests resulting in a lender ready draw package submitted to developer
- Security measures to prevent materials loss/theft
- Expedited permit procurement abilities

Allied believes that by providing comprehensive preconstruction and construction services we can improve the efficiency of all phases of your construction project by eliminating potential delays in the project schedule, accelerating the plan and budget approval process, and expediting the construction disbursement process. Additionally, our preconstruction services can help eliminate potential change orders and keep construction costs to a minimum.

NOTE: Allied and G.H. Forbes/PBA worked together on several of the projects examples provided by both Allied and G.H. Forbes as listed below in Appendix C.

PROJECT PROFILE

Project Name

Oakland County
Clarkston DC Security Enhancements

Project locations

Clarkston District Court
5850 Lorac Drive Clarkston MI

Client

Oakland County

Architect

Oakland County Facilities Planning
And facilities engineering

Total Project Cost

\$296,303.00

Project Description

Install new security station, replace storefront entryway and rework existing courtroom doors

Project Financing

Public Funding

Contact Information

Oakland County Senior Project Manager
Jim Emerick



PROJECT PROFILE

Project Name

Van Buren Schools Fascia
And Soffit Replacement

Project locations

Savage and Tyler Elementary
Belleville MI

Client

Van Buren Schools

Architect

TMP Architecture

Total Project Cost

\$349,037.00

Project Description

Remove and replace existing fascia and soffits
At 2 separate schools (mirrored)

Project Financing

Public Funding

Contact Information

Van Buren Schools Director of Buildings and Grounds
James Williams



PROJECT PROFILE

Project Name

Farmington Schools BP6
Power Middle School

Project location

34740 Rhonswood St
Farmington Hills, Michigan

Client

Farmington Public Schools
McCarthy Smith Construction

Architect

Wakely Associates, Inc
Peter Basso Associates

Total Project Cost

\$827,689.41

Project Description

Remove and replace existing power and lighting systems. Work directly with DTE for customer rebate and incentive bonus

Project Financing

Public Funding

Contact Information

McCarthy Smith Project Manager
Aaron Phillips



PROJECT PROFILE

Project Name

USPS Royal Oak Retaining Wall

Project location

310 W. 11 Mile Road
Royal Oak, Michigan

Client

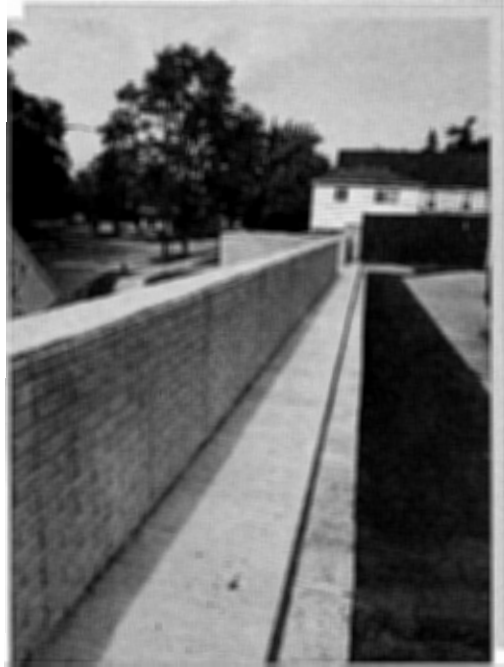
United States Postal Service

Architect

Siegal/Tuomaala Associates

Total Project Cost

\$476,228.01



Project Description

Design and construction of United States Postal Service retaining wall and associated sidewalks, curbs and aprons.

Project Financing

Federal Funding

Contact Information

United States Postal Service Architect/Project Manager
Charles Durocher

PROJECT PROFILE

Project Name

Detroit Light Guard
Armory Modifications

Project location

Detroit, Michigan

Client

Michigan Department of
Technology, Management and
Budget

Architect

Robert C Hall
State of Michigan
Design and Construction Division

Total Project Cost

\$463,780.24

Project Description

Interior demolition, design, and build out
of existing armory interior office space.
New work includes lighting, power, fire alarm,
data, acoustical ceiling, framing and drywall etc...

Project Financing

Public Financing

Contact Information

Michigan Department of Military and Veterans Affairs Design Manager
Brian Bushnell



PROJECT PROFILE

Project Name

Casino Improvements
Replace Boilers

Project location

Belle Isle
Detroit, Michigan

Client

Scott Dekorte, State of Michigan
DTMB and Robert Clancy
State of Michigan DNR

Architect

G.H. Forbes and Associates
Architects and Peter Basso
Associates, Inc.

Total Project Cost

\$658,288.41

Project Description

Replacement of existing boilers and domestic hot water tanks. New controls for buildings HVAC systems.

Project Financing

Public Financing

Services Provided

- Demolition, design, and build-out
- Completion of work in historic building





CLIENTS SERVED

Residential Construction

- ◆ *Golf Ridge Properties, L.L.C, Golf Ridge Homes, Livonia, MI*
- ◆ *Lake St. Associates, Lake Street Apartments, South Lyon, MI*
- ◆ *Greater Corktown Development Corporation, North Corktown Scattered Site Infill Single Family Homes, Detroit, MI*
- ◆ *Lafayette Woods Condominiums, South Lyon, MI*
- ◆ *Messiah Housing Corporation, Bellevue Village Homes, Detroit, MI*

Predevelopment Services

- ◆ *Oakland Housing Corporation, North Corktown Homes, Detroit, MI*
- ◆ *Jefferson Avenue Housing Development Corporation, East Village, Detroit, MI*

Design/Build

- ◆ *Veterans Memorial Hospital, Detroit, MI*
- ◆ *Children's Place, Multiple Metro Detroit Locations*
- ◆ *Social Security Administration Offices, Detroit, MI*
- ◆ *Metro Produce Terminal, Detroit, MI*
- ◆ *Stone Ridge Office Park IV*
- ◆ *State of Michigan – Department of Natural Resources*
- ◆ *State of Michigan – Dept. of Military and Veterans Affairs*
- ◆ *State of Michigan – Gaming and Control Board*

Commercial Renovations

- ◆ *The Detroit Club, Detroit MI*
- ◆ *Starbucks, Birmingham, MI*
- ◆ *Children's Place, Taylor, MI*
- ◆ *UPS, Livonia, MI*
- ◆ *UPS, Roseville, MI*
- ◆ *Countrywide Financial, West Bloomfield, MI*
- ◆ *Farmington Public Schools, Farmington Hills MI*
- ◆ *Plymouth Canton Schools, Plymouth MI*
- ◆ *Berkley Public Schools, Berkley MI*



CLIENTS SERVED

Government

- ◆ *Veterans Memorial Hospital, Ann Arbor, MI*
- ◆ *Veterans Memorial Hospital, Detroit, MI*
- ◆ *Selfridge Air National Guard Base, MI*
- ◆ *Drug Enforcement Agency*
- ◆ *GSA – Michigan*
- ◆ *GSA - Ohio*
- ◆ *State of Michigan – Department of Management and Budget*
- ◆ *State of Michigan – Dept. of Military and Veterans Affairs*
- ◆ *State of Michigan – Gaming and Control Board*
- ◆ *State of Michigan – Department of Corrections*
- ◆ *State of Michigan F.I.A., Multiple Metro Detroit Locations*
- ◆ *United States Coast Guard, Detroit, MI*
- ◆ *Oakland County – Multiple Facilities, Oakland County, MI*
- ◆ *Washtenaw County-Multiple Facilities, Washtenaw County, MI*
- ◆ *St. Clair County*
- ◆ *City of Dearborn*
- ◆ *City of Wixom*
- ◆ *City of Ferndale*
- ◆ *Wayne County Parks and Recreation*
- ◆ *Department of Homeland Security*

Facility Maintenance

- ◆ *Premier Property Management, Metro Detroit*
- ◆ *Kenyon Management, Metro Detroit*
- ◆ *The Fourmidable Group, Metro Detroit*
- ◆ *Daimler Chrysler, Southeast MI*
- ◆ *Motor City Casino, Detroit, MI*
- ◆ *MGM Grand Casino, Detroit, MI*
- ◆ *Greektown Casino, Detroit, MI*
- ◆ *Honeywell, Detroit, MI*
- ◆ *Motorolla, Farmington Hills, MI*
- ◆ *UPS, Southeast MI*
- ◆ *Fed Ex, Southeast MI*
- ◆ *REI, Southeast MI*
- ◆ *Barnes and Noble, Southeast MI*
- ◆ *Home Depot, Southeast MI*
- ◆ *Staples, Southeast MI*
- ◆ *Office Max, Southeast MI*
- ◆ *Eddie Bauer, Southeast MI*
- ◆ *GAP, Southeast MI*
- ◆ *Victoria Secret, Southeast MI*

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
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21. TITLE AND LOCATION <i>(City and State)</i> Boiler Replacement – Design-Build Belle Isle Casino - Detroit, Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2014-2015	CONSTRUCTION (if Applicable) 2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Department of Natural Resources	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616)490-6169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

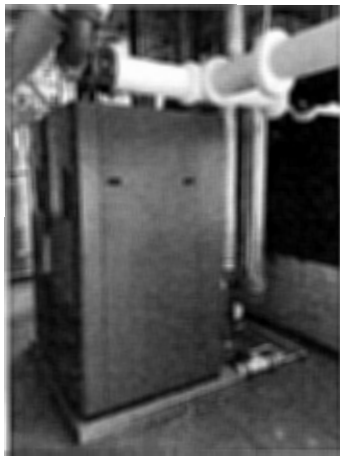
The Boiler Replacement at the Belle Isle Casino provided two new boilers as well as hot water heaters, upgrade to controls and modifications to the attic ductwork. G.H. Forbes Associates provided drawings and specifications to replace the two existing hot water boilers that serve fin tube radiators at the perimeter building windows, this included the removal of the existing hot water heaters, new concrete pad and all relative piping systems. Design of coils in the air handling units and variable air volume boxes at the Belle Isla Casino was provided.

Design Services

G.H.Forbes Associates (GHFAA) and Peter Basso Associates (PBA) provided field survey, engineering and architectural design and calculations for the Boiler Replacement at the Belle Isle Casino. The Design Team compiled a pros and cons list to guide the State in determining whether to get new or reuse existing boilers elsewhere on the island. The team also provided information and recommendation to determine the type of boiler most appropriate for the Casino.

Construction Administration

G.H.Forbes Associates (GHFAA) provided field inspection and reports, facilitated construction progress meetings and authored meeting reports. GHFAA drafted bulletins, reviewed cost proposals, answered requests for information and provided Record Documents.



PROJECT RELEVANCE
 HVAC equipment and distribution replacement, upgrade, selection;
 Maintenance and facility preservation

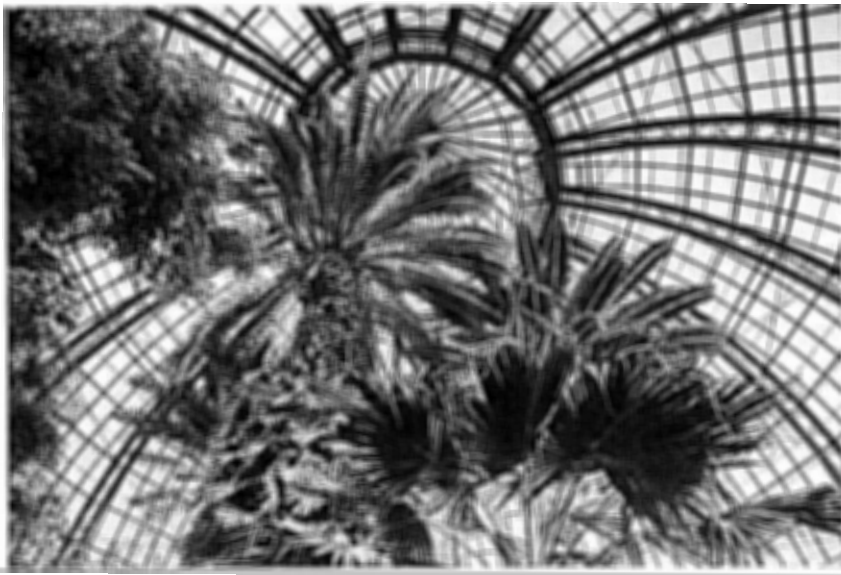
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME G.H. Forbes Associates Architects, P.C.	(2) FIRM LOCATION <i>(City and State)</i> Royal Oak, Michigan	(3) ROLE Architect
b.	(1) FIRM NAME Peter Basso Associates	(2) FIRM LOCATION <i>(City and State)</i> Troy, Michigan	(3) ROLE Mechanical/Electrical Engineer
c.	(1) FIRM NAME Allied Building Services	(2) FIRM LOCATION <i>(City and State)</i> Detroit, Michigan	(3) ROLE General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> ASW Conservatory Structural Improvements Belle Isle Anna Scripps Whitcomb Conservatory, Detroit, MI		22. YEAR COMPLETED PROFESSIONAL SERVICES 2018-present CONSTRUCTION <i>(if Applicable)</i> 2019
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Dept. of Technology Management and Budget	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616) 490-6169

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The 15,000 SF Anna Scripps Whitcomb Conservatory was designed by Albert Kahn and built in 1904. The historic building is composed of the Palm House, North and South Wing, Show Room and Entrance Vestibule. Spanning over seventy feet across and nearly seventy feet in height, the main Palm House required immediate structural repairs due to deterioration of the original steel truss columns.



Picture 1: Palm Dome



Picture 2: Original truss column in the Palm House

The project scope included the replacement of the lower twenty-one feet of the twenty truss columns in the Palm House and assessment and replacement of the tension ring, gusset plates and lower three feet of the upper curved truss columns. To inform the design, we located and reviewed historic drawings and performed field survey to determine actual built conditions. We carefully selected materials to blend into the existing structure and reduce maintenance. Details including fasteners were highly considered for historic authenticity.

The project included two primary challenges. First, the plants within the Palm Dome remained during construction requiring shoring and scaffolding to be designed and constructed around the plants. Careful planning and coordination was required to disconnect heaters and maintain temperatures throughout the duration of construction. The second challenge was the presence of lead-based paint on the original steel members. The paint contained 50% lead which is about as high as it gets in the industry. The paint required proper removal where the members were to be cut. Also, members to be repainted required blasting to prepare the steel surface. We worked diligently with the contractor to ensure proper containments were setup, air monitoring was performed, proper cleaning and testing was completed prior to opening the conservatory to the public on the weekends during construction.

Historical items including thermostats from a 1953 renovation and an Anemometer were salvaged and reinstalled at the end of the project. The project construction was completed in June of 2019.

ASW Conservatory Structural Improvements
 Belle Isle Anna Scripps Whitcomb Conservatory, Detroit, Michigan (CONTINUED)



Picture 3: Anna Scripps Whitcomb Conservatory

Size: 15,000 sq. ft
 Belle Isle ASW Conservatory Structural —
 \$1,270,000.00

PROJECT RELEVANCE:
 Structural Repair; Historic Preservation; Hazardous
 Materials Mitigation; Timely Construction; On Budget

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	RSE	Port Washington, New York	Structural Engineer
c.	NTH Consultants	Northville, Michigan	Environmental Engineer
d.	Montgomery Smith, Inc.	Burlington, Kentucky	Historic Preservation Expert

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

EXAMPLE PROJECT KEY NUMBER

TITLE AND LOCATION *(City and State)*
 Probation Urinalysis Lab
 Federal Building - Lansing, Michigan

YEAR COMPLETED

PROFESSIONAL SERVICES
 2011-2013

CONSTRUCTION (if Applicable)
 2014-2015

PROJECT OWNER'S INFORMATION

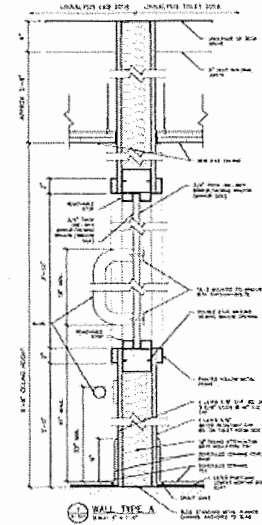
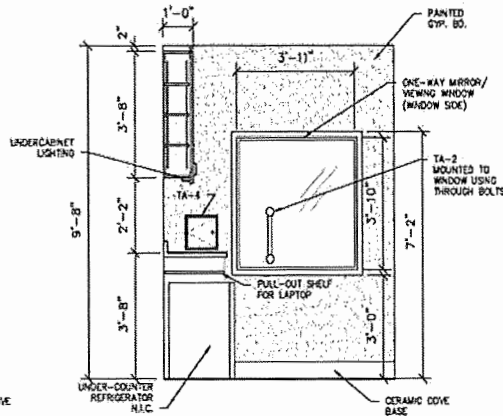
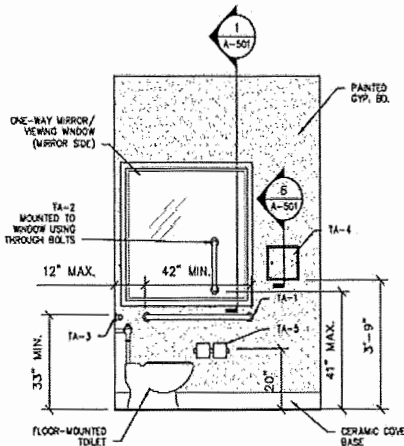
a. PROJECT OWNER
 General Services Administration

b. POINT OF CONTACT NAME
 Fred Yonke

c. POINT OF CONTACT TELEPHONE NUMBER
 (312)- 886-5527

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lansing Federal Building is a two-story, historic office building, U.S. Courthouse and U. S. Post Office. The intent of the project was to create a Urinalysis Lab and gun storage closet within existing office space.



Design Services

G.H.Forbes Associates provided field survey and construction documents with NTH Consultants and EAM Engineers. Scope included demolition, new partitions, wall finishes, floor finishes, ceiling finishes, doors and frames, lighting, power, plumbing and HVAC modifications.

Construction Administration Services

G.H. Forbes Associates with NTH Consultants and EAM Engineers provided field inspection for the project. Because the project occurred on Federal property, Forbes acted as the Inspector for Code Enforcement. Duties for professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

Cost of Construction: \$85,000
 Size: 3,300 sq. ft.

PROJECT TYPES:

- ADA Facility Assessment and remodeling
- Interior Remodeling and renovation
- Toilet and / or shower room remodeling or design

FIRMS INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	G.H. Forbes Associates Architects, P.C.	Royal Oak, Michigan	Architect
b.	Allied Building Services	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION (City and State) Chambers 867 Modifications Theodore Levin U.S. Courthouse, Detroit, MI		22. YEAR COMPLETED PROFESSIONAL SERVICES: 2015 - 2016 CONSTRUCTION (if Applicable): 2016-2017
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Stephanie Golowacz	c. POINT OF CONTACT TELEPHONE NUMBER (312) 805-4134

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The project required design for a USDC Courtroom and Chambers within the existing space on the 8th floor of the Theodore Levin US Courthouse to renovate tenant offices and associated courtroom. Within the Chambers, all of the flush mounted fluorescent lights were replaced with pendants and custom surface mounted fixtures that were deemed period appropriate. New work included steel stud and gypsum board wall furring and finishes as well as woodworking to install new doors, frames and hardware. Original wood walnut paneling was restored and new built-in shelving added. In the Courtroom new Court Reporter and Deputy desks were added to match existing millwork.

The renovation required research of the original drawings and specifications as well as photographs during construction. Although many of the 1934 materials remained, the original lighting had been replaced with fluorescent fixtures mounted to the plaster ceilings. The objective of this project was to renovate the spaces for a new occupant and upgrade the lighting in a way that is sensitive to the original design while still being functional and energy efficient. The drawing set from the 1934 construction provides a significant amount of detail regarding the courtrooms and chambers as they were intended to be constructed. This includes reflected ceiling plans, interior elevations and lighting designs for the spaces with the highest level of finish. Drawings as well as photographs during the original construction indicate decorative plaster ornaments were located above pendant fixtures in the Courtroom. The Courtroom was one of three similar Courtrooms located on the east side of the building. Portions of the original plaster medallions remain in one of the adjacent courtrooms.



Photo 1: Corridor with Surface Mounted Fluorecent fixtures prior to renovation



Photo 2: Renovated Corridor with Pendant fixtures

Size: 4,200 sq. ft.
 Cost of Construction: \$902,449

Project Relevance: Historic Preservation; 3-D Rendering; Lighting improvements; ADA improvements; Plumbing and Mechanical Improvements, Interior decorating

G.H. Forbes Associates Architects (Forbes) collaborated with historic preservation consultant EYP to generate an Historic Lighting Report for the Courtroom and Chambers. The report summarized findings from the original drawings and specifications, existing conditions and included recommendations for replication as well as a modified custom fixture option. Forbes also collaborated with millwork consultant, Woody Vaughn, to perform field tests to determine the existing finish on the walnut wood wall panels and the ash wood wainscot. Using alcohol, acetone and 409, it was determined that a lacquer had been placed over the walnut wood panels throughout the chambers library while most of the remaining wood panels had a varnish finish. This information was used to inform the restoration specifications.



Photo 3: Library prior to restoration with bookcases attached to original wood Panels and surface mounted fluorescent lights.

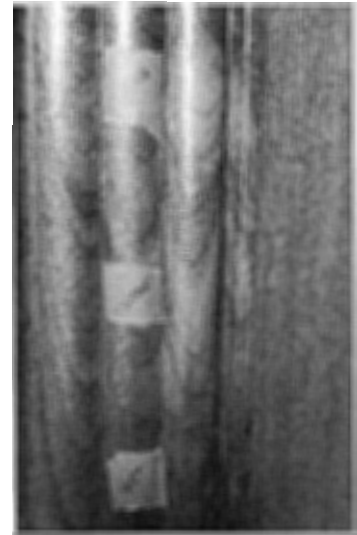


Photo 4: Determining finish of walnut wood panels.



Photo 5: Walnut wall panels restored in the Library.



Photo 6: New custom light fixtures in Library.

The Documents included removing the surface mounted florescent light fixtures and installing new fixtures that responded to the original design, achieved required lighting levels and achieved energy efficiency standards. The Courtroom lighting design incorporated recessed down lights switched separately than the custom pendants which were designed and lamped in response to the original design. The intention was to provide the ability to recreate the original lighting within the Courtroom and also have the ability to supplement that light in order to achieve the Courts Design Guide.

Wood restoration included removing bookcases anchored into the original walnut wood panels. Anchor holes were repaired and the cracking lacquer finish stripped. New bookcases were designed to be removable as they are scribed around the fluting detail of the original panels. In other areas, walnut wood panels were cleaned, anchor holes patched, and areas refinished where either water or sun damage has occurred. Repairs were made to the decorative inlay of the original doors where pieces were missing. Specifications detailed procedures and mockup requirements.



Photo 7: Damage to wood door veneer

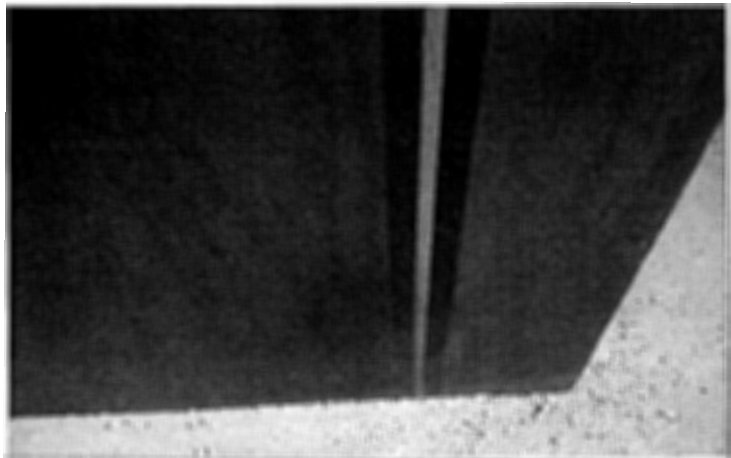


Photo 8: Wood veneer repaired on door and door refinished.

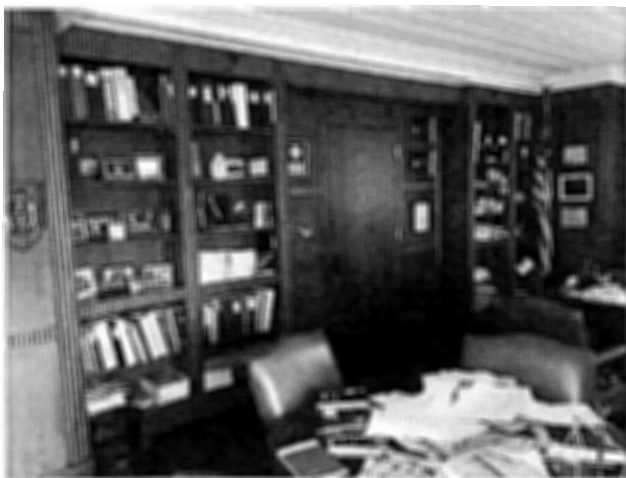
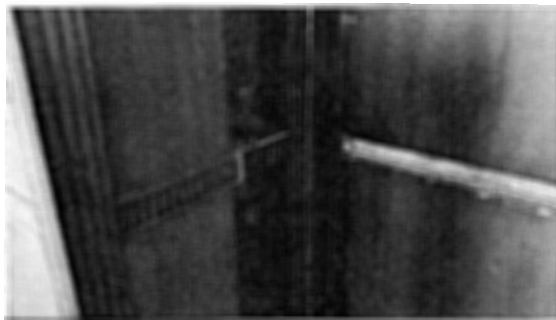


Photo 9: Bookcases in Judge's Office prior to restoration. Photo 10: Repair needed where bookcases were removed. Photo 11: Wood wall panels restored in Judge's Office.



Chambers 867 Modifications
Theodore Levin U.S. Courthouse, Detroit, Michigan (CONTINUED)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	Peter Basso Associates	Troy, Michigan	Mechanical and Electrical Engineers
c.	NTH	Northville, Michigan	Environmental Engineer
d.	Allied	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER
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21. TITLE AND LOCATION <i>(City and State)</i> Structural Improvements Outdoor Adventure Center, Detroit, MI	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PROFESSIONAL SERVICES 2017</td> <td style="width:50%;">CONSTRUCTION <i>(if Applicable)</i> 2017</td> </tr> </table>	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if Applicable)</i> 2017
PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if Applicable)</i> 2017		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Department of Technology Management and Budget	b. POINT OF CONTACT NAME Chris Bahjet	c. POINT OF CONTACT TELEPHONE NUMBER (517) 749-7519

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The second floor of the Outdoor Adventure Center was designed for office and corridor loading of 80 pounds per square feet. The use of the space evolved and the DNR was renting part of the second floor to accommodate birthday parties, weddings and rhythmic dancing. The DNR witnessed deflection of the second floor during events as well as cracking of the concrete floor and movement in the first-floor windows below. The DNR and DTMB were concerned and needed immediate action to improve the structure supporting the second floor while maintaining building operations and scheduled events.



Picture 1: First Floor Display Area

Area



Picture 2: Joist to be reinforced above display area



Picture 3: Event Space on 2nd Floor

Forbes, Structural Engineer: Richard Darvis Associates, and Allied collaborated on a Design-Build project to reinforce the seven steel joists supporting the Second-Floor event space. The joists were above a first floor Display area with artificial trees and animals that could not be moved and required protection.

The project was completed successfully, achieving reinforcement prior to scheduled wedding events. The first-floor display areas were protected and unharmed. Careful use of temporary partitions and a negative air machine allowed the work to be completed while the building remained open to the public. The structural reinforcing was achieved to properly support the Second-Floor event space for DNR's intended uses.

Size: 3,500 sq. ft
 Outdoor Adventure Center Structural —\$185,800

PROJECT RELEVANCE:
 Structural Repair; Timely Construction; On Budget

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	(1) FIRM NAME RDA	(2) FIRM LOCATION <i>(City and State)</i> Ann Arbor, MI	(3) ROLE Structural Engineer
c.	(1) FIRM NAME Allied	(2) FIRM LOCATION <i>(City and State)</i> Detroit, Michigan	(3) ROLE General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i> Belle Isle Casino Sprinkler Replacement Belle Isle Casino, Detroit, MI		22. YEAR COMPLETED PROFESSIONAL SERVICES 2016 CONSTRUCTION <i>(if Applicable)</i> 2017
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Dept. of Technology Management and Budget	b. POINT OF CONTACT NAME Scott DeKorte	c. POINT OF CONTACT TELEPHONE NUMBER (616) 490-6169
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The Belle Isle Casino opened in 1908 to replace the original wood casino building that was lost in a fire. In 2014 the state of Michigan leased Belle Isle from the city of Detroit and promised twenty million dollars in capital improvements within three years. The building name stems from the 19th century term "casino" meaning a public gathering place for dancing, music, not related to gambling. The State regularly rents the facility to the public for weddings, meetings and other events.

The project was driven by the need to replace a failing fire suppression system in the building. Inadequate maintenance and original installation errors had resulted in leaks and burst pipes. The existing protection was a dry pipe system throughout the building which required demanding maintenance especially draining each and every low point to prevent freezing pipes. The project included replacing all of the fire sprinkler pipes and heads on all floors, installing a new fire pump, compressor, and generator, and installing a new fire alarm system. The new generator required the gas service be upsized. Insulation was added and lighting replaced in 5,000 SF of the Second-Floor ceiling to comply with code and avoid adding sprinklers above the ceiling. This existing deficiency was identified during careful field survey, avoiding a change order during construction. In the main gathering areas where the original plaster ceilings remain, the design incorporated extended coverage sprinkler heads. This allowed for a reduction in the amount of exposed pipe within these historically significant areas. The pipe was arranged to maintain critical views within the space while providing code compliant coverage.

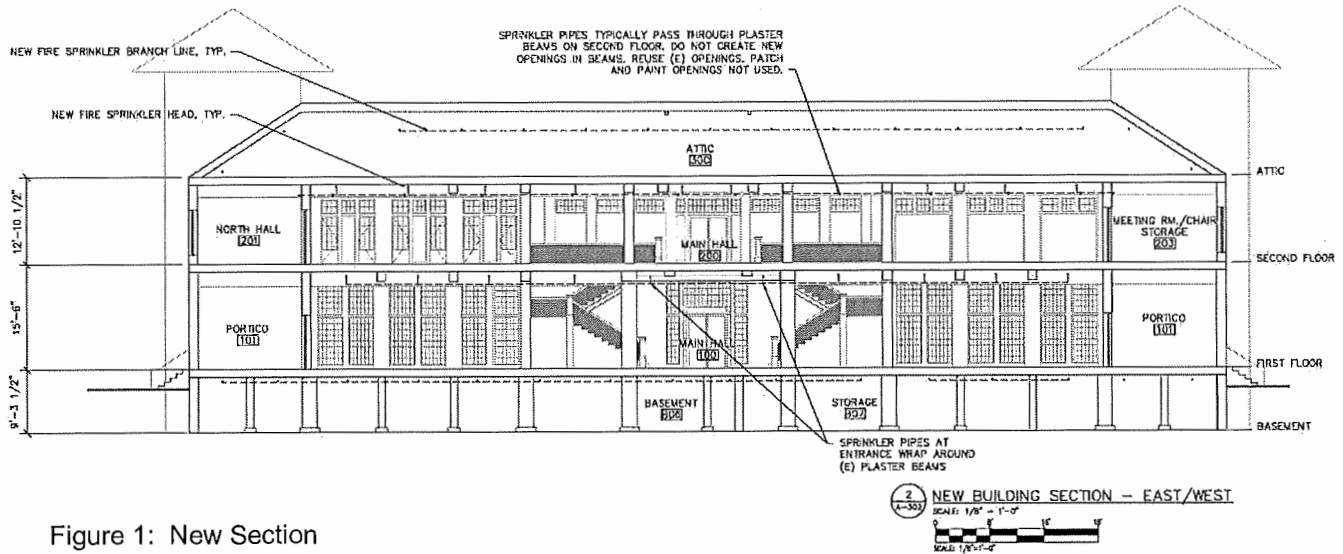


Figure 1: New Section

Size: 56,000 sq. ft
 Belle Isle Casino Sprinkler Replacement—\$570,000

PROJECT RELEVANCE:
 Fire Protection; Historic Preservation; Timely Construction; On Budget

Prior to the sprinkler replacement, G.H. Forbes Associates Architects (Forbes) worked with PBA and Allied in a Design-Build project to replace the hot water boilers with new condensing boilers. Forbes and PBA compiled a pros and cons list to guide the State in determining whether to get new or reuse existing boilers elsewhere on the island. The team also provided information and recommendation to determine the type of boiler most appropriate for the Casino. A reliable heat source in the building was necessary to install a wet pipe sprinkler system throughout the basement, first and second floors.



Photo 1: Entry



Photo 2: Plaster Repair

While most of the building could be protected with a wet-pipe system, the unheated attic space required a dry system. Maintenance considerations were of great concern since the State has limited staff and many buildings on Belle Isle that require significant repair as well as deferred maintenance. When the State's Department of Natural Resources (DNR) took over the management of the island from the City of Detroit they were overwhelmed with the needs of the structures, many of which are irreplaceable historic gems. DNR personnel in charge of the island said "we're just trying to eat the elephant one bite at a time". So, we designed the improvements for longevity and streamlined maintenance. The new dry pipe system was carefully installed to limit the drain points to ease maintenance. In addition, a new compressor was carefully located to improve effectiveness. Finally, drain points were considered and coordinated so that even yearly maintenance would be streamlined.

The budget and schedule both posed significant challenges on this project. A construction contingency was not available so the project was carefully managed to avoid change orders and target repairs of items like patching of the existing plaster ceiling. The construction schedule was highly condensed at 109 days to complete all of the work so that the organizers of the Grand Prix could set up for their event as pre-arranged with the State. The schedule was further complicated by events, including rehearsal dinners and weddings, that were scheduled throughout construction. This required detailed coordination and constant communication. Throughout the project, the Contractor was required to keep the fire suppression system active to protect occupants as well as the building itself. Through careful management, the project was a success and on time.



Photo 3: Sprinkler installation on the first floor



Photo 4: Fire Sprinkler Riser

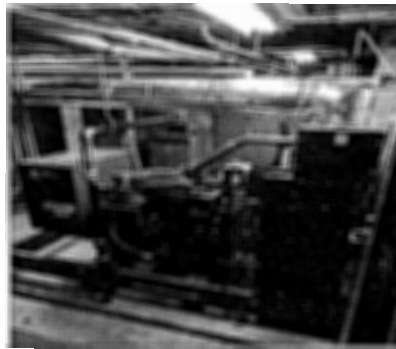


Photo 5: New Generator

Design Services

Forbes provided field survey and architectural design and coordinated engineers. Construction documents included specifications and cost estimating. Bidding services included review of bids for Best Value, interviews and recommendation of award to the State.

Construction Administration

Forbes provided field inspection and reports, facilitated construction progress meetings and authored meeting reports. Forbes reviewed cost proposals, answered requests for information and provided Record Documents.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME G.H. Forbes Associates Architects	(2) FIRM LOCATION (City and State) Royal Oak, Michigan	(3) ROLE Architect / Lead Designer
b.	(1) FIRM NAME Peter Basso Associates	(2) FIRM LOCATION (City and State) Troy, Michigan	(3) ROLE Mechanical and Electrical Engineer
c.	(1) FIRM NAME Jensen Hughes	(2) FIRM LOCATION (City and State) Lincolnshire, IL	(3) ROLE Fire Protection Engineer
d.	(1) FIRM NAME Allied	(2) FIRM LOCATION (City and State) Detroit, MI	(3) ROLE General Contractor

EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

EXAMPLE PROJECT KEY NUMBER

TITLE AND LOCATION *(City and State)*
 US Attorney's Office
 Federal Building - Lansing, Michigan

YEAR COMPLETED

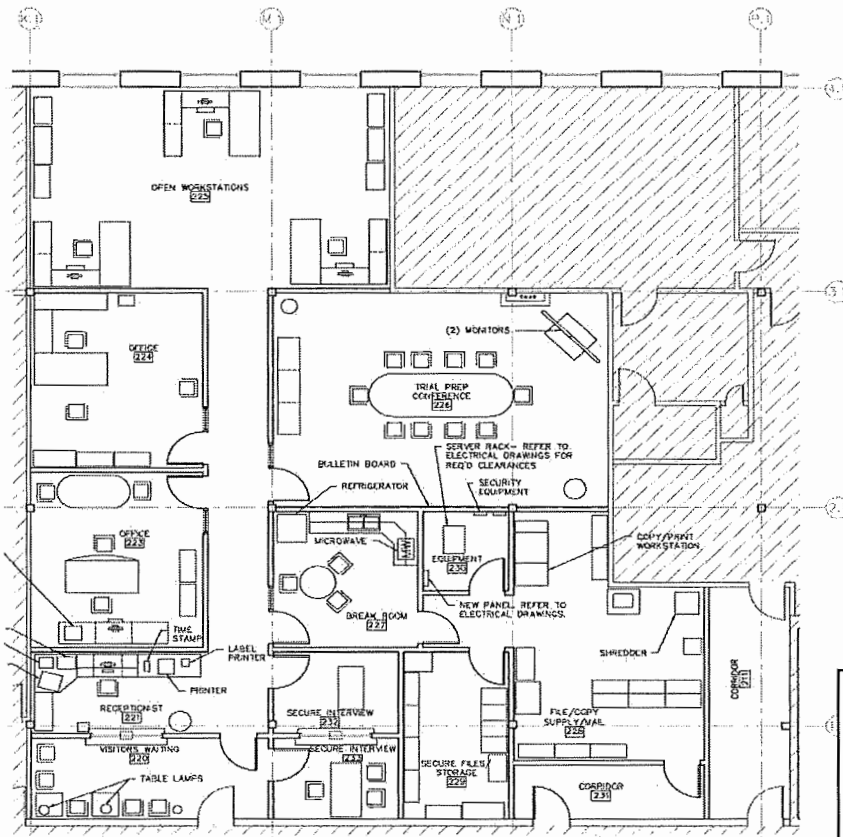
PROFESSIONAL SERVICES 2010-2013	CONSTRUCTION (if Applicable) 2013
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PROJECT OWNER'S INFORMATION

a. PROJECT OWNER General Services Administration	b. POINT OF CONTACT NAME Fred Yonke	c. POINT OF CONTACT TELEPHONE NUMBER (312)- 886-5527
---	--	---

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lansing Federal Building is a two-story, historic office building, U.S. Courthouse and U. S. Post Office. The intent of the project was to office space and a break room for the US Attorneys.



Design Services

G.H. Forbes Associates provided field survey and construction documents with NTH Consultants and EAM Engineers. Scope included demolition, new partitions, wall finishes, floor finishes, ceiling finishes, doors and frames, lighting, power and ductwork.

Construction Administration Services

G.H. Forbes Associates with NTH Consultants and EAM Engineers provided field inspection for the project. Because the project occurred on Federal property, Forbes acted as the Inspector for Code Enforcement. Duties for professional services for the project included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and field inspection.

PROJECT TYPES:

ADA facility assessment and remodeling
 General Commercial Architectural and / or Engineering
 Design with Emphasis on Office Interiors
 Interior remodeling and renovation
 Historic preservation

Cost: \$475,000
 Size: 3,030 sq.ft

FIRMS INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	G.H. Forbes Associates Architects, P.C.	Royal Oak, Michigan	Architect
b.	NTH Consultants	Northville, Michigan	Hazardous Materials Engineers
c.	Allied Building Services	Detroit, Michigan	General Contractor

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 2
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21. TITLE AND LOCATION <i>(City and State)</i> Lapeer Armory-Replace Boiler/ Roof/ Ventilation Lapeer National Guard Armory, Lapeer Michigan	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2016-2018	CONSTRUCTION <i>(if Applicable)</i> 2017-2018

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER State of Michigan - Department of Technology, Management & Budget	b. POINT OF CONTACT NAME Jan Miller	c. POINT OF CONTACT TELEPHONE NUMBER (517) 284-7969

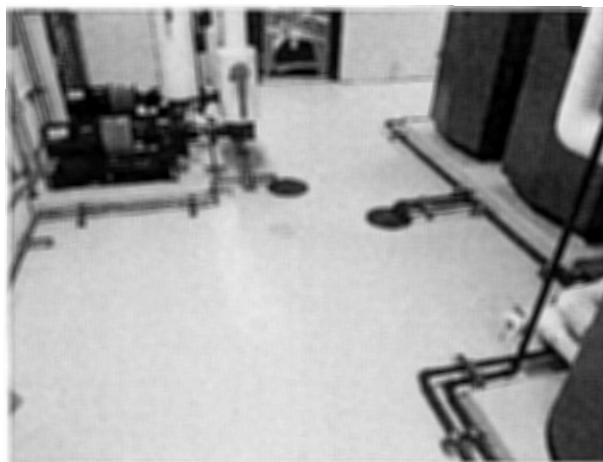
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Lapeer National Guard Armory was constructed in 1974 with the purpose of serving the Army National Guard and their duties. The current population at this Guard Post requires the facility to be expanded. The intent of the project is to facilitate the removal and replacement of boilers and other hydronic components; the upgrade of electrical systems; the addition of a new roof top air handling unit; the removal and replacement of interior lighting; the removal and replacement of ceilings; the remediation of hazardous materials; and the removal and replacement of the roofing system.

Design Services

G.H. Forbes Associates Architects (Forbes) provided the following design services for the project: Field Investigation; Pre-Alteration Assessment Environmental Survey; Construction Documents; Cost Estimating; General Architectural and Engineering Design; Mechanical Assessment and Design; Electrical Assessment and Design; Plumbing; Fire Protection; and Code Compliance.

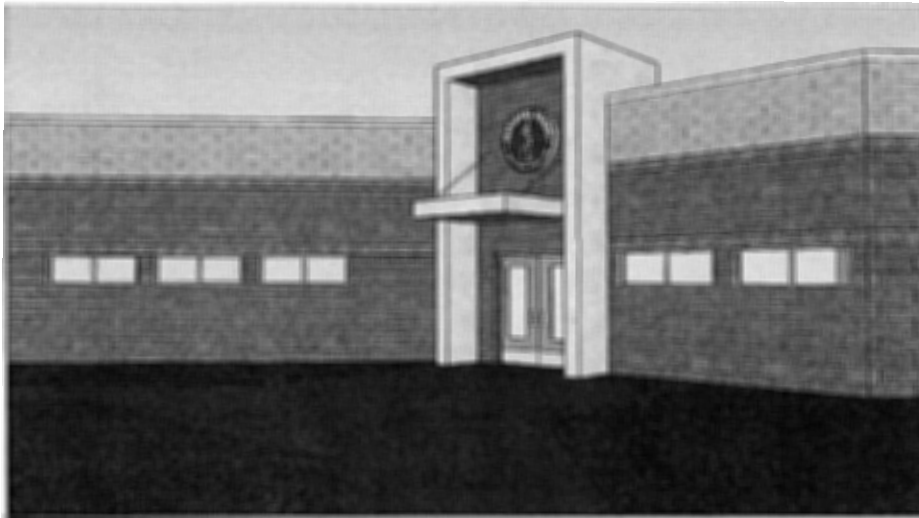
Future phases of the project are also being designed by Forbes. Renovated and expanded toilet rooms and showers are designed to serve the increase and soldiers and changing demographic. Additional parking and another road access point accommodates both soldiers as well as civil functions such as, emergency services, postal deliveries and waste disposal. Included in the design for a new parking lot was the consideration and application of force protection and anti-terrorism regulations outlined in the National Guard Armory Design Guide. These same regulations were applied when designing the new addition and building envelope, where energy efficiency and cost savings were the primary drivers in design. New operations were added to the building with the increase in square footage, such as increased secure storage (including a new vault), classroom and learning areas, and administration offices. The project will be broken into three phases. For this future project in addition to the services listed above, Forbes will provide Conceptual Design; Space Planning; Interior Design; and 3D Rendering.



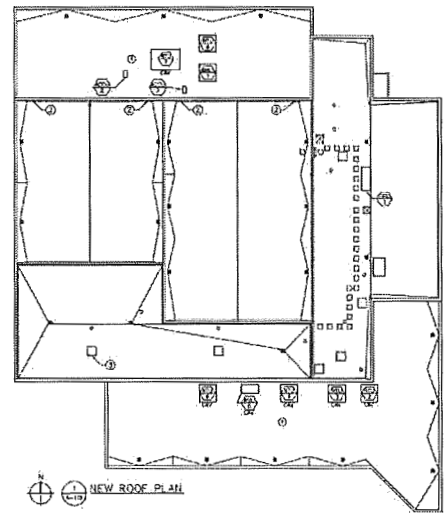
Size: Boilers and Electrical Equipment;
19,500 sq.ft. Roof
Estimated Cost of Construction: \$834,000

PROJECT RELEVANCE:
 Building and Structure Additions; Building Envelope Investigation, Mechanical Assessment and Design; Plumbing; Civil Engineering; Electrical Assessment and Design; General Architectural and Engineering Design; Interior Remodeling and Renovation; Parking and Paving; Roof Replacement; Blast and Force Protection anti-terrorism: and BAS.

The renovation and additions will be conditioned and ventilated by rooftop units. Phase 1 includes one rooftop unit and Phases 2 and 3 will have approximately four rooftop units. The systems will be variable air volume with hot water reheat. DMVA asked that the design minimize the reheat and PBA noted that ASHRAE 90.1-2013 limits the amount of reheat and this is taken into account in the design. Phase 1 will include the replacement of the hot water boiler and domestic hot water heater. PBA analyzed the systems and determined the most cost effective way is to provide domestic hot water from a separate water heater and not through a plate and frame heat exchanger. PBA noted that it is better to have multiple boilers since there is a level of redundancy. The new HVAC equipment was analyzed for life cycle cost by providing a simple payback. A new DDC control system was designed with Phase 1. The new Control system is based around LON. Based upon PBA's electrical analysis, it was determined that the existing electrical service would need to be upgraded during the first phase of the project.



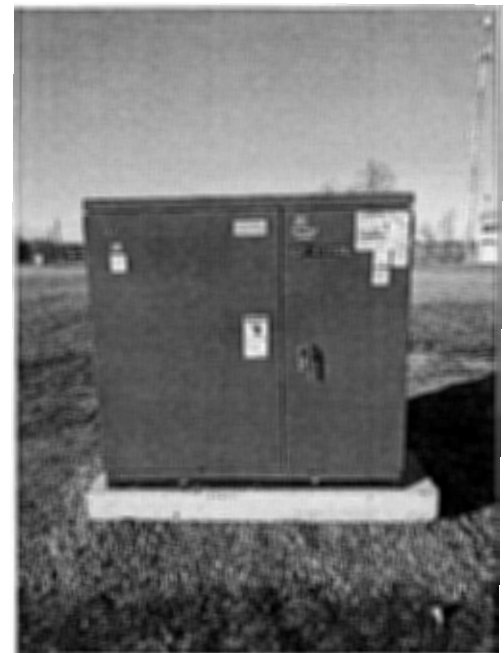
Phase 2 Entrance Design



Future Phase Building Additions



Roof Replacement



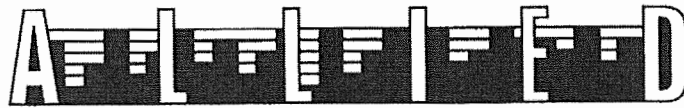
New Electrical Transformer

Construction Administration Services

Forbes provided field observation on a weekly and as-needed basis for the project. Professional services for the project also included consultant coordination, construction administration, shop drawing review, responding to contractor requests for information and record documents.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	G.H. Forbes Associates Architects	Royal Oak, Michigan	Architect / Lead Designer
b.	Peter Basso Associates	Troy, Michigan	Mechanical and Electrical Engineers
c.	NTH Consultants	Northville, Michigan	Environmental Consultant
d.	Monument Engineering Group Assoc.	Fowlerville, Michigan	Civil Engineering



• *Building Services • Construction • Contracting • Cleaning • Supplies*

APPENDIX D

^ QUALITY CONTROL DOCUMENTS



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MEETING #

Construction Progress Meeting

Project:

Date:

Time:

Attendees:

Via Teleconference:

The purpose of this meeting was to review the progress of construction.

1. The group reviewed the three-week look ahead and the schedule.
2. Submittals were discussed.
3. RFIs were discussed.
4. The group reviewed the change order status.
5. New Issues were discussed.
6. The next meeting is scheduled for...

If there is any misunderstanding, please notify the office of the architect within 5 days.

GHFAA

Initials

Date



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CONSTRUCTION PROGRESS REPORT

Project Name:

Project Location:

Project Number:

Contract Number:

General Contractor:

Date & Time of Inspection:

<u>Inspected By:</u>	<u>Company:</u>	<u>Schedule:</u>
<u>Contractor's Superintendent and other Participants:</u>		
<u>EEO Compliance:</u>	<u>Labor Interviews:</u>	<u>Materials/Equipment on Site:</u>
Minority:		
Female:		
<u>Clean Project? (Rate A-F):</u>	<u>As-Built Documents:</u>	<u>Weather:</u>

1. Number and Trade(s) of Construction Workers on Site:
 - A.
 - B.
 - C.
 - D.
 - E.
 - F.
2. Activities on Site During Inspection:
 - A.
 - B.
 - C.
 - D.
 - E.
3. Work Completed Since Last Inspection & Project Status:
 - A.
 - B.

- C.
- D.
- E.
- 4. **Aspects of Construction Inspected:**
 - A.
 - B.
 - C.
 - D.
 - E.
- 5. **Discrepancies – Problems – Delays**
 - A.
 - B.
 - C.
- 6. **Are there any Safety Issues?**
 - A.
- 7. **Are there any outstanding RFIs?**
 - A.
- 8. **Are there any outstanding Change Orders?**
 - A.
 - B.
 - C.
 - D.
 - E.
- 9. **Tests Witnessed:**
 - A.
- 10. **New Issues:**
 - A.
 - B.
 - C.
 - D.
- 11. **Further action(s) required by the Contractor, A/E, GSA, Tenant:**
 - A.
 - B.
 - C.
 - D.
- 12. **Scheduled Work for the next 2 weeks:**
 - A.
 - B.
- 13. **Site Photos:**

Photo1:

End of Report

Mechanical Engineering Field Survey and Design Check List

General (Pre-Design Items)

- Review Work Order, codes, standards, etc.
- Site verification.
- Information required from Owner prior to pre-design meeting. (Building profile, existing MEP,
- Etc.)
- Pre-design meeting.

Plumbing

- Verify all storm, sanitary, domestic cold water and fire protection piping locations.
- Coordinate so that no piping is routed over electrical panels.
- Hose bibbs/wall hydrants required?
- Invert elevations for storm and sanitary systems.
- Are isometric domestic and sanitary risers required?
- Check incoming water pressures.
- Expansion compensation required on hot water and hot water return?
- Is there drain tile on project? Is a sump required?
 - Elevator sumps?
- Total cubic feet per hour of gas listed at meter.
 - Is gas riser diagram on drawings with dimensions and CFH's at all equipment connections.
 - Verify inlet/discharge pressure.
- Emergency generator – natural gas, gas or diesel?
- Provide gas solenoid for connection into F.P. systems in kitchens.
- Floor or wall mounted water closets?
- Drains at water storage tanks.
- Floor drain or sink provided for coil condensate drain?
- Coordinate locations of EWC's and disposals with electrical.
- Is wall space (thickness) provided for EWC cooler?
 - Is remote cooler required?
- Backflow preventers shown?
 - At meter.
 - At HVAC equipment.
 - At food service equipment.

- Aquastats, recirc pumps and ASME expansion tanks shown for water heaters.

Piping

- Expansion loops, anchors, pipe guides shown?
 - Heating hot water.
 - Domestic hot water and recirculation.
- All mechanical devices controlled?
 - Pumps?
 - Boilers?
- General notes:
 - Heating piping?
 - Insulation?
- Fin-tube radiation, if applicable?
- Check pressures required for gas fired equipment.
- Moisture traps for compressed air.
- Air removal devices shown?

Fire Protection

- Fire protection notes shown? Location of water bell, strobe and basic panel?
 - Is correct Hazard Group listed?
- Are standpipes required?
- Check residual and static pressures.
- Dry-pipe system required?
- Siamese connection located on plan?
- Are all items coordinated with electrical? Smoke detectors, tampers, flow switches, etc.

HVAC

- Local all thermostats.
- Are smoke/fire dampers shown? Combination dampers? Power requirements?
- Diffusers coordination with reflected ceiling plan and lighting plan. Verify all ceiling types.
- Ductwork coordination with structural plans and lighting.
- Static calculations for ductwork.
- How are mechanical devices controlled? Who provides control/starter/switches?
 - Exhaust fans.
 - HVAC units.
 - Unit heaters.
- Minimum distances for exhaust and intakes coordinated.

- Louvers, intakes, relief duct roof opening, etc., coordinated with Architectural plans (size and location).
- Smoke detectors provided? If so,
 - At unit?
 - In ductwork?
- Provide Air Balance Schedule for all kitchens.
- Filter efficiencies, pre-filters, final filters.
- Intake hoods interlocked with exhaust.
- CO2 sensors?
- Wall types checked? (Smoke, Fire, Acoustic)
- Ventilation for Mechanical Rooms:
 - Summer ventilation.
 - Ventilation for refrigerants.
- Outside air requirements to be met.
 - CFM per Person
 - Kitchens
 - Toilet Rooms
 - Lockers
 - Garages
 - Mechanical Rooms
 - Hood/Lavatories
 - Negative/Positive Requirements
 - CFM per Square Foot
- Electrical/Computer Rooms:
 - Cooling
 - Ventilation
 - If self-contained ceiling units, duct condenser air out of plenum.
 - Humidification required?
- Differential pressure switches shown for any filter banks.
- Weights, locations and penetration sizes given to Architect for roof mounted equipment?
- Does plenum need heat?
- All HVAC equipment coordinated with specifications and electrical.
- Ductwork coordinated with specifications.
- Building Air Balance completed?
- What type of relief air system is indicated?

Controls

- Control panels shown (correct size?) and coordinated with electrical?
- Transformer locations for VAV boxes/dampers?
- 2-way or 3-way control valve at coils? Check type. No plug type allowed.
- All sequences listed in specifications.
- Check manufacturers specified.
- Are all pieces of equipment listed with sequences?
- Is there a full building management system (BMS)?
 - If so, points list, graphics packages and personnel training.
- Who is providing unit control devices?
 - Factory mounted or field mounted?
- In shop drawings, call for a minimum of the following:
 - Sequence of operations (in all modes, i.e., occupied, unoccupied, morning warm-up, night purge, VAV, etc.)
 - Points list summaries.
 - Wiring diagrams.
 - Full system capability description.

General

- Voltages coordinated with electrical.
- Drawing titles and sheet titles match.
- Issued for dates and designations correct and coordinate with electrical and architectural.
- All equipment scheduled and called out on drawings.
- Provide required sections, i.e., mechanical room, corridors, etc.
- Are all backgrounds up to date?
- Is graphic scale correct?
- Elevators:
 - Sumps.
 - Sprinklers and shut off valves?
- Are all general notes on plans? Coordinate with specifications and eliminate redundancy.
- Has all electrical coordination been done? (Compare all schedules, floor plans, equipment locations, roof plans, control devices, etc.)
- As part of submittal drawings, verify all questions to Owner are bubbled.

CONSTRUCTION DOCUMENTS CHECKLIST

for the
2009 Michigan Building Code

Including Building Permit Application Checklist

This checklist is a convenient reference to the 2009 Michigan Building Code. The checklist summarizes the minimum data required by the MBC to be on construction documents for the examination and approval of a building permit application for non-residential and multi-family projects. Depending on the type and complexity of the project, additional information not indicated on this checklist may be required by the MBC or the Building Official [105.3 (7);107.1] Applicants are encouraged to indicate if the required data is applicable to the project, or not applicable, and attach a copy of the completed checklist to the construction documents.

Please contact the local building department for requirements regarding phased construction or tenant finishes. Thank you for taking time to complete this checklist. Having the necessary information at the beginning of the plan review process will help expedite the issuance of a building permit.

DATE SUBMITTED

PROJECT NAME

PROJECT ADDRESS

JOB NUMBER/TRACKING
NUMBER

CHECKLIST PREPARED BY

REPRESENTING

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4)

Provided dwg/spec	Not Applicable	
		Indicate the project name and address on the plans if available. (105.3.(2); 107.2.1)
		Owner's name and mailing address
		Name of the registered design professional
		Michigan license number of registered design professional
		Address of registered design professional
		Telephone number of the registered design professional
		Fax number of the registered design professional
		Name, Michigan license number, address, telephone number, and fax number of the registered design professional in responsible charge (unless waived by the Building Official) (107.3.4)
		Name of individual to receive review comments
		Address of individual to receive review comments
		Telephone number of individual to receive review comments
		The Michigan licensed Registered Design Professional must provide original signature, seal and date on all sheets of the drawings and specification manual or on the index sheet of the drawings and specification manual only when the index sheet covers all the sheets that makeup the drawing set and specification manual (107.1; 107.3.4)
		List codes applicable to project (107.2.1) The MBC or the MBC Section 34, or the Michigan Rehab Code may be used for existing buildings .
		List of all proposed deferred submittal documents (107.3.4.2)
SITE PLANS (107.2.5)		
		Identify all existing & proposed construction
		Show property lines; identify building distances from property lines and from other buildings on-site.
		Identify all structures to be demolished
		Identify the total number of parking spaces provided.
		Identify the total number of accessible parking spaces provided, including van accessible spaces.(1106.1; 1106.5)
		Show proposed finish grades, grade floor elevations, street elevations.
		Show flood plain elevations and boundaries.
		Indicate the location of all new and existing utilities, including the entrance points into the building and the FDC location

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)

Provided dwg/spec	Not Applicable	
		Show site grading (slope away) of the ground immediately adjacent to the foundation of the building
		Provide complete dimensions, running slope and cross slope of all accessible parking spaces and accessible routes from the accessible parking to the accessible entrances. (107.2.1; 1104.1)
BUILDING PLANS		
		Indicate Use Group. Indicate mixed use option if applicable (302.1)
		Indicate Type of Construction (602.1)
		Indicate the use of all rooms and spaces. Indicate number of occupants on every floor, room and space. Show method used to determine the occupant load and means of egress requirements. (107.2.1; 107.2.3; 1004.1)
		Provide Key Plan if needed to identify the location of the proposed work (107.2.1)
		Indicate total area of building, number of stories, and provide height and area calculations including open perimeter & fire suppression increases. (501.1)
		Indicate if a full or limited area Fire Suppression system & Fire Alarm system will be installed
		Show location and provide details of all fire and smoke rated assemblies and protection of penetrations including permanent markings and identifications. Provide U.L. design number or other approval rating. (107.2.1; 701.1; 703.6; 712.1; 713.1)
		Show location of portable fire extinguishers. (906.1)
		Provide details showing the proposed assembly of all walls, floors roofs, and stairs (107.2.1; 107.2.3; 107.2.4)
		Show location and hourly rating of all fire doors, fire dampers and fire windows (715.1) (716.1)
		Provide details of room finishes including type of materials with flame spread and smoke development ratings indicated for all materials. (801.1) (803) (107.2.1) (2603.1) Documentation for the flame spread and smoke development of all materials must be provided at field inspection.
		Provide flame spread and smoke development documentation for all foam plastics and details on the foam plastic insulation thermal barriers (107.2.1; 2603.1)
		Provide complete dimensions for all rooms and spaces including stairs, aisles, passageways, corridors, areas around counters, fixtures, all circulation and egress paths, and maneuvering clearance at all doors (107.2.1; 1003.1) (1101.2).
		Provide door hardware, door and window details including type, size, material, and hourly rating required. (107.2.1; 1008.1)
		Show masonry sizes, grades, reinforcement, anchorages, loads and compressive strengths; provide masonry fireplace details and clearances. 2101.3(1) thru 2101.3.3 (9); 2101.3.1)
		Provide stairway details with all guard and handrail details (1009)
		Show location of all exit signs and means of egress lighting (1006.1; 1011.1)
		Show type and thickness of all glazing materials and safety glazing where required (2401.1)
		Provide accessibility details (107.2.1; 1101.2)
		Provide dimensions and details for all interior accessible routes within the building. Include the maneuvering clearance required at all doors. (1104)
		Indicate heights, clearances and turning radii along all accessible routes (1104)
		Provide plumbing fixture and accessory details (1109)
		Provide dimensions and details for all use group requirements. Including features and facilities required to be accessible (1107) (1108) (1109)
		Provide signage details, including location, wording, size and mounting height. (1110)
		Show exterior wall details (107.2.1; 107.2.4; 1401.1)
		All base, sill, jamb and head flashings
		Intersection with dissimilar materials
		Corners
		End conditions
		Control joints
		Intersection at roof, eaves or parapets
		Details around openings
		Construction space venting
		Means of water drainage
		Roof overflow drains [P] 1503.4
		Water-resistive membrane

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)		
Provided dwg/spec	Not Applicable	
		STRUCTURAL PLANS (107.2.1; 1603.1)
		Indicate design loads (1603.1)
		Roof Live Load (1603.1.2)
		Floor Live Load (1603.1.1)
		Ground snow load (1603.1.2)
		Roof Snow Load (1603.1.3)
		Wind Design Data (1603.1.4)
		Earthquake Design Data (1603.1.5.1 thru 1603.1.5.10)
		Indicate load bearing value of soils (1603.1.6; 1801.2; 1803.6 (5))
		Guard & Handrail (1607.7)
		Indicate any special Loads (1603.1.8)
		Show foundation dimensions and details (107.2.1; 1603.1; 1801.2)
		List all Design/Construction Standards and material specifications (107.2.1)
		Indicate the location, size and cross section of all structural members with dimensions, column centers and offsets (1603.1)
		Identify lateral resistive system(s) including lateral bracing and transfer and collection systems (1604.4; 1604.9)
		ELECTRICAL PLANS (106.1.1)
		Electrical layout (Michigan Part 8 - 80.21)
		Wattage Schedule (Michigan Part 8-80.21)
		Short circuit calculations for circuit breaker installation
		Service Location and Riser Diagram (Michigan Part 8-80.21)
		Load Calculations (Michigan Part 8-80.21)
		Show lighting system design, circuits, switches, materials, equipment listing, light fixtures and installation instructions (2701.1 NEC 110.2, 110.3)
		Show power system design, circuits, materials, equipment listing and installation instructions (2701.1 NEC 110.2, 110.3)
		Single line diagram including available fault current and bus bracing
		Light fixture schedule
		Show exit signs and lighting and power supply (1001.1, 1011.1)
		Show egress emergency lighting (1001.1, 1006.1, 1011.1)
		Indicate ratings of materials installed in wet locations (NEC 358)
		Indicate wiring and materials in ducts, plenums and equipment
		Indicate wiring methods, conduits and materials (NEC 300)
		Show service conductors, conductor sizes, ratings and insulation (NEC 230)
		Indicate interrupting rating (NEC 110.9, 110.10, 230.205)
		Verify working space in front of equipment (NEC 110.26, 110.32, 110.34)
		Indicate means of disconnect and number and location (NEC 230.70, 240.13)
		Show ground fault protection (NEC 230.95)
		Show hazardous locations and materials used
		Indicate protection of conductors (NEC 240.3)
		Indicate grounding of electrical system (NEC 250)
		Show design of emergency electrical system (NEC 700)
		PLUMBING PLANS (P106.3.1)
		Show all underground plumbing and building riser diagram (P106.3.1)
		Show design of water supply and distribution including sizes, depths and materials (P601.1)

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INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)			
Provided dwg/spec	Not Applicable		
		Show plumbing fixture layout (P401.1, P106.3.1)	120
		Provide water use calculations (P106.3.1)	121
		Show all backflow prevention devices and type of device (P106.3.1, 601.1, 608)	122
		Provide occupancy calculations for plumbing fixtures provided (Table P403.1)	123
		Show locations, equipment sizes and hookups for all boilers and water heaters (M1001.2)	124
		Provide details of water system design (P601.1)	125
		Indicate water temperature control devices (P607.1)	126
		Show hot water return circulation (if required) (P607.2; 607.2.3)	127
		Indicate control of thermal expansion (P607.3)	128
		Indicate hot water heater relief valve discharge (P504)	129
		Show design and location of sanitary drains and vent systems including sizes, depths, slopes, materials and cleanouts (P701.1)	130
		Show details for any hazardous waste system (P702.5)	131
		Show design of storm water management system including sizes, depths, slopes, materials and cleanouts (P1101.2)	132
		Provide calculations for rainfall rates and water retention amounts (P1101.7, 1105, 1106, 1107)	133
		MECHANICAL PLANS (M106.3.1)	134
		Show compliance with International Energy Conservation Code (M301.2)	135
		Show protection of penetrations through all rated assemblies (M302.2)	136
		Show equipment locations, service clearances and service access (M306.1)	137
		Provide heating and cooling load calculations (M106.3.1; 312.1)	138
		Provide calculations for combustion air and exhaust air (M701.2)	139
		Hydronic Systems	140
		Show complete process piping diagram (M1201.1; 1201.2)	141
		Show provisions for combustion air supply and venting (M701.2)	142
		HVAC systems	143
		Show provisions for ventilation air, natural or mechanical (M401.2; 401.4)	144
		Show energy loads, equipment locations and equipment specifications including cfm and system static (M301.4; 303.1; 304.1)	145
		Show fire/smoke damper locations and details including rating (607.1)	146
		Show locations of smoke duct detectors in both return and supply ducts (M606.1)	147
		Show ductwork layout including gauges, hangers and sizing (M603.1)	148
		Show duct insulation details including R-factor and Perm. rating (M604.1)	149
		Show location of vents for all fuel fired appliances (M804)	150
		Fuel piping systems	151
		Provide piping layout, load calculations and meter location (IFGC 402)	152
		Provide system operating pressure and pressure regulator detail (IFGC 402, 416)	153
		Exhaust and ventilation systems (M501.1, M401.1)	154
		Show method of smoke control (M513)	155
		Provide documentation for Special Inspector (M513.3)	156
		Show hazardous exhaust systems (M510.1)	157
		Determine design class as hazardous or non-hazardous. Provide MCDS data sheets to support hazardous level indicated (M510.1)	158
		Show locations for inlets, outlets and heights for exhaust equipment and hoods (M502)	159
		Provide exhaust equipment specifications, cfm and static pressure (M106.3.1)	160
		Commercial kitchen hoods Type 1 and Type 2 (M507.1)	161
		Provide duct layout, grease door location and method of attachment (M506.3)	162
		Provide velocity, cfm and location of ventilation equipment (507.13)	163
		Provide fire protection for Type 1 hoods (M509)	164
		Provide make-up air and equipment control diagram (M508.1)	165
		Provide hood sizing: show top, side and front views (M507.4, 507.5, 507.11, 507.12)	166

INFORMATION REQUIRED ON THE CONSTRUCTION DOCUMENTS 105.3(4) (CONT.)

Provided dwg/spec	Not Applicable		
			Provide complete appliance lineup under Type 1 hoods (M507.13)
			Provide Type 2 hoods for dishwashers (M507.2).2
			Provide ratings for all hoods (M507.1)
			Refrigeration (1101.1)
			Provide classification for refrigeration system (M1103.3)
			Provide refrigerant classification (M1103.1)
			Provide occupancy classification (M1103.2)
			Provide quantity of maximum allowable refrigerant (M1103.1)
			Provide details for refrigeration system enclosure requirements (M1105)
			Provide pressure tests for all non-factory or field erected equipment and appliances (M1108)
			Provide refrigerant piping diagram (1107.1)

BUILDING PERMIT APPLICATION CHECKLIST

Provided	Not Applicable	
		Please contact the local jurisdiction to determine what additional information may be required, the number of sets of documents to be submitted and/or the requirements for phased construction or tenant finish permits.
		Contact information provided: Name, Address, Business phone , Cell phone, Fax number and Email address
		Building Permit Application filled out completely and signed by the Applicant (105.1; 105.3)
		<u>Construction Documents and Specification Manual</u> , if used - Signed, sealed and dated by a State Licensed Registered Design Professional (107.1).
		Describe the business use and its intended operation (105.3. 3)
		<u>Statement of Special Inspections</u> - Include a complete list of materials and work requiring special inspections, the inspections to be performed and their frequencies. Provide a list of agencies and firms you propose to conduct each of the inspections and the qualifications, credentials and experience for each of the individuals (1704.1; 1704.1.1)
		<u>Soils Report</u> - Prepared by a State Licensed Registered Design Professional. The reports must have the State Licensed Registered Design Professional's original signature, seal and date. (1802.1)
		<u>Energy Calculations</u> and details to show compliance to the Michigan Uniform Energy Code Part 10a rules R408.31087 to R408.31099. (1301.1.1)
		<u>Structural Calculations</u> - For all structural members and foundations. Include the deflection limits and all load calculations. All calculations must have the State Licensed Registered Design Professional's original signature, seal and date. (107.1)
		<u>Hazardous Materials</u> - If hazardous materials are to be stored, dispensed, or used for manufacturing or processing; describe the type, use, quantity, location, and method of storage of all materials. Material Safety Data Sheets (MSDS) must be submitted. The construction drawings shall address the requirements of the MBC for High hazard use if quantities above the exempt amounts are proposed. Hazardous materials will also be reviewed by the Fire Department. (107.2.1; 307)
		<u>Valuation</u> : State the valuation of the proposed work. (105.3, 5)

NOTE: The review of premanufactured housing requires a copy of the building systems approval report, a copy of the original plans and a site plan.

APPENDIX IV

DB ENTITY AND PROFESSIONAL CERTIFICATION FORMS

Certification Forms for DB and PSC(s) must be received prior to

Contract Execution



Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:
or

If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 – 208.145; or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: 48216)
- Bidder does not qualify as a Michigan business (provide name of State: _____).
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: Allied Building Service Company of Detroit, Inc

Matt Guyot

Authorized Agent Name (print or type)

Matthew Guyot

02/07/2020

Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Responsibility Certification

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
 - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder: Allied Building Service Company of Detroit, Inc.

Matt Guyot

Authorized Agent Name (print or type)

Matthew Guyot 2/27/2020
 Authorized Agent Signature & Date

I am unable to certify to the above statements. My explanation is attached.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design & Construction Division

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:

or

If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 - 208.145; or
Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that I have personal knowledge of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: 48067)
Bidder does not qualify as a Michigan business (provide name of State: _____).
Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: G.H. FORBES ASSOCIATES ARCHITECTS

THERESA SCHERWITZ
Authorized Agent Name (print or type)

[Handwritten Signature] 2/12/20
Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
State Facilities Administration
Design & Construction Division

Responsibility Certification

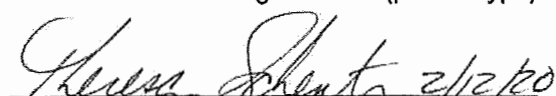
The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
 - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder: G.H. FORBES ASSOCIATES ARCHITECTS

THERESA SCHERWITZ
Authorized Agent Name (print or type)


Authorized Agent Signature & Date

I am unable to certify to the above statements. My explanation is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/18/2020

PRODUCER DESIGNPRO INSURANCE GROUP P.O. BOX 511106 LIVONIA, MI 48151	PH: 734-425-9710	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE	
INSURED G.H. FORBES ASSOCIATES ARCHITECTS, P.C. 28000 WOODWARD AVENUE, SUITE #202 ROYAL OAK, MI 48067	INSURER A: HANOVER/MASSACHUSETTS BAY INS. CO.	
	INSURER B: HANOVER/ALLMERICA FIN BENEFIT INS. CO.	
	INSURER C: RLI INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	

COVERAGES Serial # 101472

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

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	#ODB-9001166-10	01-01-20	01-01-21	EACH OCCURRENCE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	#ODB-9001166-10	01-01-20	01-01-21	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	#W2B-9004426-09	01-01-20	01-01-21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C		OTHER ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY	#RDP0038358	01-01-20	01-01-21	PER CLAIM LIMIT : \$1,000,000 AGGREGATE LIMIT: \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: INDEFINITE-SCOPE, INDEFINITE-DELIVERY DISCRETIONARY CONTRACT NO. 00861, 2020 ISID DESIGN BUILD SERVICES FOR MINOR PROJECTS, VARIOUS DEPARTMENTS AND FACILITIES - VARIOUS SITE LOCATIONS, MICHIGAN ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. AND ALL RELATED ENTITIES OR SUBSIDIARIES, AS REQUIRED BY CONTRACT, IS INCLUDED AS ADDITIONAL INSURED ON THE ABOVE GENERAL LIABILITY POLICY ON A PRIMARY AND NON-CONTRIBUTORY BASIS, PER ATTACHED ENDORSEMENT #391-1586 08 16. BLANKET WAIVER OF SUBROGATION APPLIES TO THE GENERAL LIABILITY PER ATTACHED ENDORSEMENT #391-1003 08 16/PGS. 1-3 & 79-81, AND TO THE WORKERS' COMPENSATION POLICY PER ATTACHED ENDORSEMENT #WC 00 03 13 (ED. 4-84). THIRTY (30) DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER ALLIED BUILDING SERVICE COMPANY OF DETROIT, INC. 1801 HOWARD STREET DETROIT, MI 48216-1920	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <input checked="" type="checkbox"/> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR TELEPHONE TO THE ADDRESS LISTED ON THE POLICY <input checked="" type="checkbox"/> BY FAX OR TELEPHONE TO THE ADDRESS LISTED ON THE POLICY OR BY MAIL TO THE ADDRESS LISTED ON THE POLICY <input checked="" type="checkbox"/> OR BY MAIL TO THE ADDRESS LISTED ON THE POLICY
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products-completed operations hazard" only if this Coverage Part provides such coverage.
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.
- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal

injury and advertising injury".

- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" or offense takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:



Citizens

Insurance

A company of The Hanover Insurance Group

ODB9001166 0202074

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

B. Aggregate Limits of Insurance per Project or per Location

The following changes are made to **SECTION II - LIABILITY**:

1. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is

added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Your project" means:
 - a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
 - b. Does not include any "location" listed in the Declarations.
2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

BUSINESSOWNERS COVERAGE FORM

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1. **SECTION I - PROPERTY**, if two or more of this coverage part's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.
2. **SECTION II - LIABILITY**, it is our stated intent that the various Coverage Parts, forms, endorsements or policies issued to the named insured by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim, "suit", "occurrence", offense, accident, "wrongful act" or loss. We will not pay more than the actual amount of the loss or damage.

If this Coverage Part and any other Coverage Part, form, endorsement or policy issued to the named insured by us, or any company affiliated with us, apply to the same claim, "suit", occurrence, offense, accident, "wrongful act" or loss, the maximum Limit of Insurance under all such Coverage Parts, forms, endorsements or policies combined shall not exceed the highest applicable Limit of Insurance under any one Coverage Part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. SECTION I - PROPERTY

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But, we will not pay more than the applicable Limit of Insurance of **SECTION I - PROPERTY**.

2. SECTION II - LIABILITY

If other valid and collectible insurance is available to the insured for a loss we cover under **SECTION II - LIABILITY**, our obligations are limited as follows:

✓ **a. Primary Insurance**

This insurance is primary except when paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph c. below.

However, if you agree in a written contract, written agreement, or written permit that the insurance provided to any person or organization included as an Additional Insured under this Coverage Part is primary and non-contributory, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

- (1) For the sole negligence of the Additional Insured; or
- (2) When the Additional Insured is an Additional Insured under another liability policy.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Property Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION II - LIABILITY, Exclusion g. Aircraft, Auto or Watercraft**; and
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **SECTION II - LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the

insured's rights against all those other insurers.

- c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

- d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

- f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the

premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY Coverage:**

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

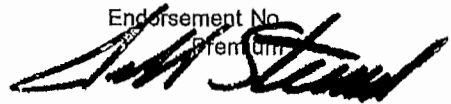
Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by





DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:

or

If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 - 208.145; or
Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that I have personal knowledge of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: 48098)
Bidder does not qualify as a Michigan business (provide name of State: _____).
Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: Peter Basso Associates, Inc.

Scott A. Garrison
Authorized Agent Name (print or type)

Scott A. Garrison
02/20/2020
Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Responsibility Certification

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
(b) Has not had a felony conviction in any state (including the State of Michigan).
(c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
(d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
(e) Has not been terminated for cause by the Owner.
(f) Has not failed to pay any federal, state, or local taxes.
(g) Has not failed to comply with all requirements for foreign corporations.
(h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
(i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
(j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder:

Authorized Agent Name (print or type)

Handwritten signature of David A. Conrad

David A. Conrad February 28, 2020
Authorized Agent Signature & Date

I am unable to certify to the above statements. My explanation is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/20/2020

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

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

PRODUCER Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C No, Ext): (800) 969-4041 E-MAIL ADDRESS: certs@pciaonline.com	FAX (A/C, No): (800) 969-4081
	INSURER(S) AFFORDING COVERAGE	
INSURED Peter Basso Associates, Inc. 5145 Livernois Rd Ste 100 Troy MI 48098	INSURER A: The Phoenix Insurance Co NAIC # 25623	
	INSURER B: Travelers Indemnity Co 25658	
	INSURER C: Travelers Indemnity Co. of CT 25682	
	INSURER D: AXA XL 37885	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 \$1PL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6801J21303619	5/24/2019	5/24/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> X, C, U						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BA7F91907019	5/24/2019	5/24/2020	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Hired & Non-Owned \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP8B73293919	5/24/2019	5/24/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5K27376219	5/24/2019	5/24/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			DPR9942945	5/24/2019	5/24/2020	Per Claim 1,000,000
							Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ISID # 861

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds for General and Automobile Liability that includes hired and non-owned automobile coverage. Waiver of subrogation, except where waiver is prohibited by law.

CERTIFICATE HOLDER

CANCELLATION

DTMB - SFA - Design and Construction 3111 West St. Joseph Street Lansing, MI 48917	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Cosgrove/KATHRY <i>Michael Cosgrove</i>
--	---

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APPENDIX V

**OVERHEAD ITEMS ALLOWED FOR THE
DESIGN AND CONSTRUCTION CONSULTANT FIRM
AND THEIR PROFESSIONAL DESIGN CONSULTANT FIRM'S
HOURLY BILLING RATE CALCULATION**

The following instructions are to be used by the DB ENTITY's to determine the hourly billing rate to use on State of Michigan Projects.

The DB ENTITY's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. No mark-up of the DB ENTITY's Consultant **services** hourly billing rates will be allowed.

The Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division will reimburse the Design and Construction Consultant firm for the actual cost of printing and reproduction of the final design Contract Bidding Documents, soil borings, surveys and any required laboratory testing services. No mark-up of these Project costs will be allowed.

2020 HOURLY BILLING RATE

Based on 2019 Expenses

OVERHEAD ITEMS ALLOWED FOR THE DB ENTITY'S HOURLY BILLING RATE CALCULATION

SALARIES:

Principals (Not Project Related)
Clerical/Secretarial
Technical (Not Project Related)
Temporary Help
Technical Training
Recruiting Expenses

OFFICE FACILITIES:

Rents and Related Expenses
Utilities
Cleaning and Repair

SUPPLIES:

Postage
Drafting Room Supplies
General Office Supplies
Library
Maps and Charts
Magazine Subscriptions

SERVICES (PROFESSIONAL):

Accounting
Legal
Employment Fees
Computer Services
Research

FINANCIAL:

Depreciation

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

TRAVEL:

All Project-Related Travel*

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

SERVICES (NONPROFESSIONAL):

Telephone and Telegram
Messenger Services

TAXES:

Franchise Taxes
Occupancy Tax
Unincorporated Business Tax
Property Tax
Single Business Tax
Income Tax

INSURANCE:

Professional Liability Insurance
Flight and Commercial Vehicle
Valuable Papers
Office Liability
Office Theft
Premises Insurance
Key-Personnel Insurance

EMPLOYEE BENEFITS:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

LOSSES:

Bad Debts (net)
Uncollectible Fee
Thefts (not covered by Project/Contract bond)
Forgeries (not covered by Project/Contract bond)

HOURLY BILLING RATE DOES NOT INCLUDE AND THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION WILL PAY THE DESIGN AND CONSTRUCTION CONSULTANT FIRM FOR (UNDER REIMBURSABLE COSTS):

1. Printing and reproduction of Phase 100 Survey and/or Study Final Reports.
2. Printing and reproduction of Phase 500 Final Design Contract Bidding Documents/Drawings, and Specifications.
3. Design Code Compliance and Plan Review Approval Fees of the Phase 500 - Final Design Documents by the Department of State Police, Fire Marshal Division and the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division.
- 4.* Travel mileage costs for State of Michigan Projects **more than** one-hundred (100) miles in each direction from the Professional's Michigan office if the Design and Construction Consultant firm can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's, "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Professional's hourly billing rates.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 1, 2020

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.575 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
October 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts - Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard	
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico - Santa Fe	
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania - (Bucks County) Pittsburgh	
Illinois	Chicago (Cook & Lake Counties)	Rhode Island - Bristol, Jamestown, Middletown, Newport (Newport County), Providence	
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

APPENDIX VI

PERFORMANCE, LABOR, AND MATERIAL BONDS

(Bonds will be required at time of Assignment)

AND

CERTIFICATES OF INSURANCE (COI)

(COI's for DB Entity and PSC(s) are required at time of Contract Execution)

APPENDIX VII - SPECIAL WORKING CONDITIONS

DTMB/STATE FACILITIES ADMINISTRATION SECURITY CLEARANCE REQUEST

DB Entity Instructions

The purpose of this document is to establish security and supervision requirements for contract personnel requiring access to Department of Technology, Management and Budget (DTMB) facilities.

A DTMB Security Clearance form must be completed before an individual is granted access to a facility. Access approval will be in effect for one year from date of DTMB Facility Services approval or until estimated project completion date (whichever occurs first).

Contract personnel agree to adhere to all DTMB rules and regulations which in DTMB facilities. Access will only be granted for normal business hours. (Monday-Friday, 8:00 a.m.-5:00 p.m. except State holidays). DTMB State Facilities Administration, Design and Construction Division must clear any exception in advance.

The DBE is responsible for updating and maintaining the form.

Failure to comply with the above procedure will result in the individual(s) being delayed and may be cause for denying access to DTMB facilities.

For questions or concerns, please call the DTMB Customer Service Center at (517) 373-6227.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (Community Health Facilities)

The Work comprising this Project will be performed in a hospital for treatment of mentally ill persons and the DB Entity and all subcontractors must comply with the following special working rules.

1. DB Entity and all subcontractors must submit a list of names, social security numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Security Chief's office or to his designee for approval before any person's appearance at the site for Work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on hospital confines from 8:00 a.m. to 5:00 p.m. No Work must be performed on Saturdays or Sundays without written permission from the State Agency. The Director of Security or their designee may arrange other time schedules.
3. All employees of the DB Entity and all subcontractors may be subject to individual body search each time they enter the hospital. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity and all subcontractors.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the hospital. Absolutely no fraternization between patients and DB Entity or subcontractor's employees will be tolerated.
5. No requests for visits with patients will be granted to the DB Entity or subcontractor's employees except where such visiting originated before award of the Contract.
6. The DB Entity and all subcontractors must follow rules pertaining to security and parking as established by the hospital. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity and all subcontractors may not leave the assigned Work areas.
7. All heavy power tools and machinery such as air hammers, acetylene tanks, etc., must be removed from the inside of the security perimeter, through the assigned gate by 4:30 p.m., which is the closing time for the gate. Such heavy equipment as power shovels, compressors, welding machines, etc., can remain inside but must be immobilized in an acceptable manner. Cutting torches and cutting tools in general must be securely locked where and as directed by the State Agency and checked out as needed. No tools, small pipe, copper or wire must remain on the site overnight unless acceptably locked inside shanties or tool chests.
8. There will be no exchange, loaning or borrowing of tools, equipment or manpower between hospital personnel and the DB Entity or the subcontractors.
9. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours of 8:00 a.m. to 4:30 p.m.
10. Sanitary facilities will be assigned by the hospital for the use of the DB Entity and all subcontractor's employees.
11. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
12. Areas for employee parking, toolboxes, etc., must be assigned only by hospital authorities. Remove all firearms, weapons, alcoholic beverages, drugs, medicines or explosives from vehicles before entering hospital property. Lock vehicles when not attended.
13. The Director of this hospital retains the right to revise these "Special Working Conditions" as required to meet hospital needs.
14. The DB Entity and all subcontractors must not pick up hitchhikers or take anyone off the grounds that do not work for their company.

DEPARTMENT OF CORRECTIONS

The Work comprising this Project will be performed at a State of Michigan Correctional Facility and the Contractor/Professional must comply with the following special working rules, adopted December 1, 1975, as amended by the Michigan Department of Corrections.

1. Contractor/Professional must submit a LEIN request consisting of name, driver's license number, social security number, birth date, and additional information when requested, on all persons to be employed on the Project site. Such form (Vendor/Contractor LEIN Request, CAJ-1037) must be submitted directly to the Department of Corrections Designee for approval before any person's appearance at the site for Work assignments. These employees will be required to attend Contractor/Professional orientation prior to any on site activity.
2. Contractor/Professional will be allowed to work within or on Correctional Facility confines for an eight (8) hour shift as designated by the facility. Four (4) ten (10) hour shifts will be considered by the Warden. No Work is allowed to be performed on Saturdays, Sundays or State holidays without written permission from the Facility Warden. The State Agency may set other time schedules as discussed during the pre-construction meeting. Consideration will be given to using alternate shifts to minimize the length of time an area is out of service.
3. All employees of the Contractor/Professional may be subject to individual body search each time they enter the Correctional Facility. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the Contractor/Professional will be required to have legal picture identification card.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and upon departure from the Correctional Facility. Absolutely no fraternization between inmates and Contractor/Professional's employees will be tolerated. Any attempts at same by prisoners are to be reported immediately to the escorting officer or MDOC employee.
5. No requests for visits with inmates will be granted to Contractor/Professional's employees except where such visiting originated prior to award of the Contract.
6. Contractor/Professional must follow rules pertaining to foot and vehicle traffic as established by the Correctional Facility. Contractor/Professional must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The Contractor/Professional and their workers may not leave the assigned Work areas.
7. Heavy equipment, power tools and machinery must be removed from the inside of the security perimeter through the assigned gate at times specified by each facility. Such heavy equipment including but not limited to power shovels, compressors, welding machines, air hammers, welding equipment, etc., must be immobilized in an acceptable manner and may not remain inside unless specifically approved by the Warden. Cutting torches and cutting tools in general must be securely locked as directed by the Agency and checked out as needed. No tools, small pipe, copper or wire will remain on the site overnight unless secured and approved by the facility.
8. There will be no exchange, loaning or borrowing of tools, equipment or manpower between Correctional Facility personnel and the Contractor/Professional.
9. Specific Facility and MDOC Safety and Security Policy and Procedures will be covered in detail during the Contractor/Professional orientation process prior to any on site activity. Topics covered include but are not limited to:
 - a. All tools and equipment within a work area which is not enclosed and secure must be disabled, secured or removed from the facility if the entire construction crew leaves the work area/facility.
 - b. Clean up of the site shall be continuously maintained and at the end of each work shift all debris shall be removed from the site or placed into a dumpster as approved by the facility. All building and grounds shall be cleaned using a magnet or metal detector to ensure no debris remains. Demolition work above occupied building requires spotter below area being disturbed to collect potential falling debris.

- c. Dumpsters for debris collection/recycle/removal are not allowed to be left inside the security perimeter unless approved by the Warden. In such cases the dumpster location and security will be specified by the Warden and may be required to be secured within a temporary fenced area or provided with a lockable cover. Removal of dumpsters is subject to coordination with the facility.
- d. Tools, toolboxes, and equipment of contractors and/or workers performing services inside an institution shall be manifested, inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.
- e. A list of Dangerous and Critical Tools will be provided to the Contractor as well as all policies and procedures dictating the security, control and use of these of tools. Also, Tool Control will be thoroughly covered during Contractor/Professional orientation prior to any on site activity.
- f. Explosively Driven Tools and Ammunition will not be allowed.
- g. Smoking, and the use and possession of tobacco products, is strictly prohibited.
- h. It is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:
 - 1. Any weapon, including a pocketknife, or other implement which may be used to injure another person, or which may be used in aiding a prisoner to escape.
 - 2. Any alcoholic beverage or poison.
 - 3. Any prescription drug or controlled substance without written certification of need from a licensed physician.
 - 4. Personal cellular telephones and pagers are not permitted on facility grounds except in a locked motor vehicle in designated parking areas.
 - 5. Audio or visual recording devices, including cameras.
- 10. The assigned gate through which materials, equipment and vehicles must be transported will be opened upon request between the hours as determined by agreement with facility operations.
- 11. Sanitary facilities will be assigned by the Correctional Facility authorities for the use of the employees of all Contractors. The MDOC or facility may require placement of portable facilities as outlined in the specifications. If used and authorized, portable sanitary facilities shall be locked by the Facility when not in use.
- 12. Guards may be assigned to the working areas. They may inspect and search areas under construction at any time, including the Contractor/Professional's equipment.
- 13. Areas for employee parking, toolboxes, etc., must be assigned only by Correctional Facility authorities on the site. Remove all firearms, weapons, alcoholic beverages, drugs, medicines or explosives from vehicles before entering Facility property. Lock vehicles when not attended.
- 14. Accidents - The Correctional Facility infirmary is not available to Contractor/Professional's employees.
- 15. The Warden of this Correctional Facility retains the right to revise these "Special Working Conditions" as required to meet Facility needs.

DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

The Work comprising this Project will be performed at a site at which the Department of Environment, Great Lakes, and Energy is overseeing closure activities. The DB Entity must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The DB Entity must provide a competent Superintendent satisfactory to the Department of Environment, Great Lakes, and Energy on the work site at all times during working hours with full authority to act for him. It must be the DB Entity's responsibility to furnish the Department of Environment, Great Lakes, and Energy with the name, address and telephone number of the responsible person to contact for Emergency during after hour, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the Department of Environment, Great Lakes, and Energy authorized representative.
3. No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Environment, Great Lakes, and Energy.
4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Environment, Great Lakes, and Energy. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.
5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper, or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment or manpower between the Department of Environment, Great Lakes, and Energy and the DB Entity.
6. The DB Entity must comply with the special condition requirements of the permits issued for the site including but not limited to the landfill permit issued under Part 115, Solid Waste Management of Natural Resources and Environmental Protection Act, P. A. 451 of 1994, as amended.

DEPARTMENT OF HUMAN AND HUMAN SERVICES

The Work comprising this Project will be performed at a Department of Human Services (DHHS) Facility and the DB Entity and all subcontractors must comply with the following special working rules:

1. The DB Entity and all subcontractors must submit a list of names, driver's license numbers, birth dates, and additional information when requested, on all persons expected to be employed on the Project site. Such list must be submitted directly to the Superintendent's office or to the Owner Field Representative for approval before any person's appearance at the site for Work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on State Agency confines from 7:00 a.m. to 6:00 p.m., Monday through Friday only. No Work must be performed outside these hours without written permission from the State Agency.
3. All employees of the DB Entity and all subcontractors may be subject to individual body search each time they enter the State Agency confines. Packages or containers of any kind may be opened for inspection. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity and all subcontractors.
4. There must be no fraternization between the State residents and the DB Entity's or the subcontractor's employees. Any attempt by any resident to engage in conversation or interfere in any way with the DB Entity's or any of the subcontractor's employee must be reported immediately to State Agency staff.
5. No firearms, weapons, explosives, alcoholic beverages, drugs, or medicines may be brought into the confines of the Agency.
6. Any tools or material left within the confines of the State Agency overnight must be in locked cabinets, locked rooms or otherwise secured.
7. There will be no exchange, loaning or borrowing of tools, equipment or manpower between DHHS personnel and the DB Entity or any of the subcontractors.
8. Sanitary facilities will be assigned by the State Agency for the use of the DB Entity and all subcontractor's employees and it must be the responsibility of the DB Entity to keep said sanitary facilities in clean and neat condition.
9. The DB Entity and all subcontractors must follow rules pertaining to foot and vehicle traffic as established by the State Agency. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity nor any of the subcontractors may not leave the assigned Work areas.
10. Security staff may be assigned to the work areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
11. Keys to certain doors may be assigned to the DB Entity. Such doors must be kept locked at all times.
12. The Superintendent of the State Agency reserves the right to revise these rules as required to meet the security needs of the Agency.

DEPARTMENT OF NATURAL RESOURCES

The Work comprising this Project will be performed at a site of the Department of Natural Resources. The DB Entity and all subcontractors must comply with all rules and regulations pertaining to such sites and must conform to the following rules:

1. The DB Entity and all subcontractors must provide a competent Superintendent satisfactory to the Department of Natural Resources on the work site at all times during working hours with full authority to act for him. It must be the DB Entity and all subcontractor's responsibility to furnish the Department of Natural Resources with the name, address and telephone number of the responsible person to contact for Emergency during after hour, weekend and holiday periods.
2. Access to and egress from the site must be via routes specifically designated by the Department of Natural Resources authorized representative.
3. All work will be coordinated so as to minimally interfere with the normal function of the boating access site which will be open and operational between the spring opening and fall closing. Specifically,
 - 3.1 No Work must be performed at the site on Saturdays, Sundays, holidays or during night hours without the written permission from the Department of Natural Resources; and
4. Areas on the site for employee parking, toolboxes, material lay down, etc., must be assigned by the Department of Natural Resources. All firearms, weapons, alcoholic beverages, or explosives must be removed from vehicles before entering the site.
5. Heavy equipment such as bulldozers and power shovels must be locked or immobilized in an acceptable manner when not in use. No tools, small pipe, copper or wire must remain on the site overnight, unless acceptably locked inside shanties or tool chests. There will be no exchange, loaning or borrowing of tools, equipment, or manpower between the Department of Natural Resources and the DB Entity or any of the subcontractors.
6. The DB Entity and all subcontractors must comply with the special condition requirements of the Department of Natural Resources and the United States Army Corps of Engineers Permit Sections appended to these specifications.
7. Work Schedule: [...*** Edit the following Examples ...]
 - 7.1 Stage One starting completed by ***month /year***. Work included must be Mobilization, Removals, Dredging, Earth Excavation, Boat Launch, Storm Sewer, Electrical Conduit with wires, and aggregate base.
 - 7.2 Stage Two starting ***month/year*** completed by ***month/day/year***. Work included must be Alternate #1.
 - 7.3 Stage Three starting ***month/year*** completed by ***month/day/year***. Work included must be Alternates #2, #3, #4 and #5.

DEPARTMENT OF STATE POLICE

The work comprising this Project will be performed at a State Police Post, and the DB Entity and all subcontractors must comply with the following special working rules:

1. The DB Entity and any/all subcontractors, consultants, etc. must submit a BACKGROUND AUTHORIZATION form (CJIS-008) for all employees providing names, driver's license numbers, birth dates, and additional information when requested on all persons expected to be employed on the Project site. Such form (CJIS-008) must be submitted directly to the Michigan State Police designee for name and fingerprint background check approval before any person's appearance at the site for work assignments.
2. The DB Entity and all subcontractors will be allowed to work within or on State Police Post confines from 8:00 a.m. to 5:00 p.m. No work may be performed on Saturdays or Sundays without written permission from the Post Commander. The Post Commander or their designee may arrange other time schedules.
3. All employees of the DB Entity and the subcontractors may be subject to individual body search each time they enter the Post. Packages or containers of any kind may be opened for inspection. Lunch boxes are not permitted inside the security perimeter. All employees of the DB Entity and all subcontractors will be required to have identification cards or badges furnished by the DB Entity.
4. All trucks and other mobile equipment may be subject to inspection both on arrival and departure from the Post. Absolutely no fraternization between State Police personnel and DB Entity's or subcontractor's employees will be tolerated.
5. The DB Entity and all subcontractors must follow rules pertaining to security and parking as established by the Post Commander. The DB Entity and all subcontractors must observe all off-limit restricted areas beyond which no unauthorized personnel may trespass. The DB Entity and all subcontractors may leave the assigned work areas.
6. There will be no exchange, loaning, or borrowing of tools, equipment, or manpower between Post personnel and the DB Entity or any of the subcontractors.
7. The assigned gate through which materials, equipment, and vehicles must be transported will be opened upon request between 8:00 a.m. and 5:00 p.m.
8. Sanitary facilities will be assigned by the Post Commander for the use of the DB Entity and all subcontractor's employees.
9. Security personnel may be assigned to the working areas. They may inspect and search areas under construction at any time, including the DB Entity and all subcontractor's equipment.
10. Areas for the DB Entity and all subcontractor's employee parking must be assigned only by the Post Commander. Remove all firearms, weapons, alcoholic beverages, or explosives from vehicles before enter Post property. Lock vehicles when not attended.

The Post Commander retains the right to revise these "Special Working Conditions" as required to meet Post needs.

APPENDIX VIII - SPECIAL PROJECT PROCEDURES

SOIL EROSION AND SEDIMENTATION CONTROL PROJECT PROCEDURES FOR THE DB ENTITY AND ALL SUBCONTRACTORS ON DTMB OWNED AND MANAGED PROPERTIES

1. Comply with Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.
2. Contact the DTMB, SFA, Design and Construction Division to discuss the implementation of soil erosion and sedimentation control (SESC) on the Project with DTMB SESC Officer. Phone **(517) 388-3045** or Email mcgarryc@michigan.gov
3. Following the award of a contract, the DB Entity will be required to prepare and issue for approval an SESC Implementation Plan, which indicates the DB Entity's intended implementation of SESC on the project including a schedule and sequence. The Environmental Health and Safety Section, upon approval of the implementation plan, will issue to the DB Entity an "Authorization to Proceed with Earth Change" document, which is to be posted at the job site. This document is issued in lieu of a permit from the county. Earthwork shall not begin prior to the issuance of this Authorization. Upon receipt of the Authorization document, the DB Entity may begin earth change activities.
4. See below the "Checklist for the DB Entity's SESC Implementation Plan" for details of the required information necessary for the DB Entity to create the SESC Implementation Plan. The intent of this plan is to ensure that the DB Entity has reviewed and understands the SESC provisions within the plans and specifications.
5. CHECKLIST FOR DB ENTITY'S SOIL EROSION AND SEDIMENTATION CONTROL IMPLEMENTATION PLAN (For projects that include earth changes or disturb existing vegetation):

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION
SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM
3111 W. St. Joseph Street
Lansing, MI 48917

PROJECT TITLE:
PROJECT LOCATION:
PROJECT FILE NUMBER:
INDEX NUMBER:

Prior to the start of earthwork, the DB Entity must submit a Soil Erosion and Sedimentation Control (SESC) Implementation Plan to the Michigan Department of Technology, Management and Budget, Soil Erosion and Sedimentation Control Program. The intent of this plan is to ensure that the DB Entity has reviewed and understands the SESC provisions within the plans and specifications. The following checklist will provide the DB Entity with assistance in creating the SESC Implementation Plan.

The SESC Implementation Plan must include:

1. A written plan or letter demonstrating:
 2. The DB Entity's means and methods for the implementation of SESC provisions included within the plans and specifications and compliance with the provisions of Part 91 of PA 451 of 1994, as amended.
 - (a) The DB Entity's plan for dust control.
 - (b) The DB Entity's plan for inspection and maintenance of temporary SESC's.
3. A map, location plan, drawing, or amended copy of the Project SESC or grading plan showing:
 - (c) The locations of any stockpiles of soil associated with the Project
 - (d) The temporary SESC controls associated with stockpiles of soil

- (e) The DB Entity's suggested or proposed additions or relocations of any temporary or permanent SESC's associated with the Project plans and specifications (subject to approval by Engineer and DTMB)
 - (f) Location of site entrances, exits and vehicle routes
 - (g) Location of site superintendent's/project manager's site trailer or office (for SESC Inspector check-in)
4. A schedule for the installation and removal of temporary controls and the installation of permanent soil erosion and sedimentation controls in relation to the overall construction schedule.

Submit the above items to the above address.

Upon approval of the DB Entity's plan, an "Authorization to Proceed with Earth Change" will be issued by DTMB, Design and Construction Division.

DEMOLITION/REMODELING PROJECT PROCEDURES

Furnish all equipment, materials, labor and services necessary to complete all building demolition required in connection with the existing building, in order to permit the installation of new Work. The goal of the Owner is to generate the least amount of waste or debris possible. However, inevitable waste and debris that are generated shall be reused, salvaged, or recycled, and disposal in landfills shall be minimized to the extent economically feasible. The DB Entity will be required to prepare waste management plan for the collection, handling, storage, transportation, and disposal of the waste generated at the construction site for the Owner's review and approval. The DB Entity will be required to produce waste management progress reports.

1. Locations: Notations are made in various places on the Drawings to call attention to building demolition which is required; however, these Drawings are not intended to show each and every item to be removed. The DB Entity and the subcontractors for the various trades must remove the materials related to their respective trades as required to permit the construction of the new Work as shown.
2. Permits: The DB Entity must secure from the appropriate agencies all required permits necessary for proper execution of the work before starting work on the project site. All fees for securing the permits must be paid by the DB Entity, including all inspection costs which may be legally assessed by the Bureau of Construction Codes in accordance with the authority granted under the Public Act 1980 PA 371, as amended.
3. Enclosures: Where it is necessary to make alterations to walls, floors or roof of the existing building, the DB Entity must provide and maintain dustproof partitions to separate the parts where Work is being done from the adjoining parts occupied by the State Agency. Where any parts are opened and exposed to the elements, the DB Entity must provide weather tight enclosures to fully protect the structure and its contents.
4. Waste Management Plan: Reuse, salvage, and recycling are required to the extent feasible. The management plan must address waste source identification and separation, returns, reuse and salvage, recycling, landfill options, alternatives to landfilling, materials handling procedures and transportation.
5. Preparation: Protect all existing Work that is to remain and restore in an approved manner any such Work that becomes damaged.
 - a. Rubbish and debris resulting from the Work must be removed immediately from the site by the DB Entity. However, any recyclable materials must be recycled; the DB Entity will be required to use alternatives to landfills for waste disposal such as reuse or recycle of asphalt, bricks, concrete, masonry, plastics, paint, glass, carpet, metals, wood, drywall, insulation and any other waste materials to the extent practical.
 - b. Unless otherwise specified, the Agency will remove existing furniture, drapery tracks, draperies, window blinds, and other equipment items, which might interfere with the new construction.
6. Coordination: Demolition work, in connection with any new unit of Work, must not be commenced until all new materials required for completion of that new item of Work are at hand.
7. Waste Management Plan Progress Reports: Submit an updated report with the payment requests. The progress reports shall include:
 - a. The amount of waste sent to a landfill, tipping fees paid and the total disposal cost. Include supporting documents such as manifests, weight tickets, receipts and/or invoices.
 - b. Records for each material recycled/reused/salvaged from the project including the amount, date removed from the job site, final destination, transportation cost, recycled materials and the net cost/ savings.
 - c. Breakdown of waste by type generated to date.
 - d. Recycling/salvage/landfill rates.
 - e. Percent of waste recycled/salvaged to date.

HAZARDOUS MATERIALS PROJECT PROCEDURES

1. The DB Entity must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all Federal, State and local Laws. If the DB Entity or any subcontractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the DB Entity or subcontractor must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions.
2. This project has been identified by the DTMB-SFA as having a possibility of containing Hazardous Waste materials to be legally removed from the Project job site in order to complete the Work as described in the Proposal and Contract. If removal of friable asbestos material is required, the DB Entity must contact the Air Quality Division, Department of Environment, Great Lakes, and Energy for a permit and furnish all training, labor, materials, services, insurance, and equipment necessary to carry out the removal operations of all Hazardous Materials from the Project job site, as identified by the Scope of Work, or encountered on the Project job site, in accordance with State and Federal Hazardous Waste Codes. Contact information can be found at: www.michigan.gov/egle. A Contract Change Order will be written to modify the existing Contract to pay for the additional cost.
3. Environmental Hazards (air, water, land, and liquid industrial) are handled by Michigan Department of Environment, Great Lakes, and Energy (EGLE) in carrying out the requirements of the Federal Environmental Protection Agency (EPA). For general information and/or a copy of the latest regulations and publications visit www.michigan.gov/egle.
4. The Michigan Occupational Safety and Health Administration (MIOSHA) provides protection and regulations for the safety and health of workers. The Department of Licensing and Regulatory Affairs provides for the safety of workers www.michigan.gov/lara. The Department of Community Health provides for the health of workers www.Michigan.gov/dch.
 - a. The DB Entity must post any applicable State and/or Federal government regulations at the job site in a prominent location.
 - b. The DB Entity and all subcontractors must be responsible for training their workers in safe work practices and in proper removal methods when coming in contact with hazardous chemicals.
5. Applicable Regulations:
 - a. Natural Resources and Environmental Protection Act – PA 451 of 1994, as amended, including Part 111 – Hazardous Waste Management, Part 121 – Liquid Industrial Waste and Part 147 – PCB compounds.
 - b. RCRA, 1976 - Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage, or disposal of hazardous wastes nationally.
 - c. TSCA, 1979 – Toxic Substances Control Act: This statute regulates the generation, transportation, storage, and disposal of industrial chemicals such as PCBs.
6. Definitions: Hazardous substances are ignitable, corrosive, reactive, and/or toxic, based on their chemical characteristics.
 - a. Under Federal and Michigan Law, a Small Quantity Generator of hazardous waste provides from 220 to less than 2,000 lbs./month or never accumulates 2,200 lbs. or more.
 - b. A Generator size provider of hazardous waste provides 2,200 lbs. or more/month or accumulates above 2,200 lbs.
7. Disposals: To use an off-site hazardous waste disposal facility, the The DB Entity and all subcontractors must use the Uniform Hazardous Waste Manifest (shipping paper). Small quantities of hazardous waste may not be disposed of in sanitary landfills used for solid waste.
8. Federal, State and local Laws and regulations may apply to the storage, handling, and disposal of Hazardous Materials and wastes at each State Agency. Contact the Environmental Assistance Center of the Michigan Department of Environment, Great Lakes, and Energy (EGLE), www.michigan.gov/egle, for general EGLE information including direct and referral assistance on air, water and wetlands permits; contaminated site clean-ups; underground storage tank removals and remediation; hazardous and solid waste disposal; pollution prevention and recycling; and compliance-related assistance. The Center provides businesses, municipalities, and the general public with a single point of access to EGLE's environmental programs.

ASBESTOS ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure initially constructed on or prior to 1980, the The DB Entity and all subcontractors will use the attached copy of a Comprehensive Asbestos Building Survey for those portions of the building or structure being impacted and must plan his or her work to minimize disturbance of any known or assumed asbestos containing materials (ACM). In addition, if this building or structure was constructed on or prior to 1980, the DB Entity's On-Site Superintendent and all Subcontractor On-Site Superintendents for trades that could potentially disturb known or assumed ACM, must, as a minimum, have and provide documentation of current Asbestos Awareness Training.

If the Comprehensive Asbestos Building Survey identifies known or assumed ACM that will potentially be disturbed as a part of the DB Entity's renovation or demolition activities, the DB Entity must remove, transport and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. If required, the DB Entity must provide the Owner a minimum of 10 working day notification prior to the start of any asbestos abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends and state holidays).

If the DB Entity or subcontractors encounters a suspected ACM that was not previously identified within the Comprehensive Asbestos Building Survey, the DB Entity must immediately stop all affected work, give written notice to the Owner of the conditions encountered, and take appropriate health and safety precautions. If, after providing Owner notification, the DB Entity is directed to sample and/or remove the suspected ACM in question, a Contract Change Order will be written to modify the existing Contract to pay for the additional cost. Any abatement shall be completed in accordance with the requirements of this Section.

If removal of ACM is required, removal must be completed by a contractor currently licensed to remove asbestos by the State of Michigan, Department of Licensing and Regulatory Affairs (LARA) Asbestos Program and abatement must be performed in accordance with all Federal, State and local Laws and Regulations. Prior to commencing any asbestos abatement activities, the licensed abatement contractor must submit, as required by Federal, State and Local Laws and Regulations, a "Notification of Intent to Renovate/Demolish" to both the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), Air Quality Division and to the LARA, Asbestos Program, to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP), and the Clean Air Act (CAA). All regulated ACM must be disposed of at an approved Type II (general refuse) landfill and must be in leak-tight wrapping or containers. ACM that is non-friable and is not in poor condition or will not become regulated ACM at any time can be disposed of in a Type III (construction debris) landfill.

At the completion of each abatement activity, the DB Entity must perform clearance testing in accordance with National Institute for Occupational Safety and Health (NIOSH) 582 "Sampling and Evaluating Airborne Asbestos Dust". All air samples shall indicate concentrations of less than 0.01 fibers/cc for clearance to be met. Clearance testing shall be performed by a third-party Asbestos Consultant. The Asbestos Consultant selected by the DB Entity shall be experienced and knowledgeable about the methods for asbestos air sampling and be able to select representative numbers and locations of samples. It is mandatory that the Asbestos Consultant's on-site hygienist performing sampling and analysis have certification that he/she has passed a NIOSH 582 or equivalent course.

The NESHAP asbestos regulations, notification form, guidelines and fact sheets are available on EGLE's web site www.michigan.gov/egle under heading Air; then click on Asbestos NESHAP Program. For guidelines on submitting notifications pursuant to the Asbestos Contractors Licensing Act, contact the LARA, Occupational Health Division, Asbestos Program www.michigan.gov/lara.

LEAD ABATEMENT PROJECT PROCEDURES

Should this Work require the renovation or demolition of a building or structure, the workers are assumed to be exposed to lead or materials containing lead above acceptable levels until proven otherwise through personal air sampling and analysis. The DB Entity shall take all steps necessary to assure that his/her employees are not exposed to lead at concentrations greater than the Permissible Exposure Limit as per the State of Michigan Department of Licensing and Regulatory Affairs Occupational Health Standards Part 603 "Lead Exposure in Construction". In addition, the DB Entity shall convey this same requirement to all subcontractors that may be under his/her control.

The employer shall comply with the Michigan Lead Abatement Act, as amended, and the Lead Hazard Control rules and must communicate information concerning lead hazards according to the requirements of Michigan Occupational Safety and Health Administration (MIOSHA) Part 603 and the Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard for the construction industry, 29 CFR 1926.59, including but not limited to safety equipment (e.g. personal fit-tested and approved respirators and protective clothing), worker rotation (on a short-cycle and regular basis), working practices (e.g. sanding, cutting, grinding, abraded, burning and heat-gun stripping of lead based paint are not allowed), the requirements concerning warning signs and labels, material safety data sheets (MSDS), and employee information and training. Employers shall comply with the requirements of 29 CFR 1926.62(l) - Employee Information and Training.

If lead or materials containing lead will be disturbed as a part of the work to be performed, the DB Entity must remove, transport and dispose of these materials at no additional cost to the Owner and prior to any other work taking place within the immediate vicinity of said material. The DB Entity must provide the Owner a minimum 10 working day notification prior to the start of any lead abatement activities with abatement in occupied buildings being completed even if they will be conducted during off hours (nights, weekends and state holidays). Abatement is defined as an activity specifically designed to permanently remove lead paint, lead-contaminated dust or other lead containing materials, the installation of a permanent enclosure or encapsulation of lead paint or other lead containing materials, the replacement of lead-painted surfaces or fixtures, the removal or covering of lead-contaminated soil, and any preparation, cleanup, disposal and post-abatement clearance testing associated with these activities. Renovation, remodeling, landscaping, or other activity, that is not designed to permanently eliminate lead paint hazards, but is instead designed to repair, restore, or remodel a structure, or housing unit even though the activity may incidentally result in a reduction or elimination of a lead paint hazard is not considered abatement.

If abatement of lead or materials containing lead is required, abatement must be completed by a currently certified Lead Abatement Contractor as certified by the State of Michigan, Department of Community Health. In addition, the Lead Abatement Contractor's workers and supervisors must also be currently certified by the State of Michigan, Department of Community Health. Lead abatement including clearance testing shall be performed in accordance with the State of Michigan, Lead Abatement Act, Part 54A Lead Abatement and with all other Federal, State and local Laws and Regulations that may apply. Prior to commencing any lead abatement activities, the abatement must be designed by a currently certified Lead Professional Project Designer. At the completion of abatement, the abated area shall meet clearance requirements with clearance testing to be performed by a Clearance Technicians currently certified by the State of Michigan Department of Community Health.

For additional information about certifications, guidance and regulations for lead hazard control activities, visit www.michigan.gov/leadsafe.

APPENDIX IX

PREVAILING WAGE RATES

(DELETE UNLESS FEDERAL DAVIS-BACON APPLIES)

FEDERALLY FUNDED PROJECT PREVAILING WAGE REQUIREMENTS

The Contractor and all Subcontractors must comply with all laws pertaining to occupational classifications and to the following requirements:

1. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
2. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
3. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
4. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

***** Note to the Professional; The Professional may obtain Prevailing Wage Rates for the locale(s) in which the Project is located by contacting Director-SFA and requesting them from the Project Director.**

Allied Building Service of Detroit, Inc.

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March 4, 2020

For more information contact Mary Hanses at (517) 388-4558 or go to www.michigan.gov/mideal.

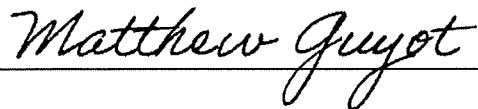
If your company is interested in participating in the MiDEAL program, please sign below and return to this letter to the letterhead address, Attention: Anne Watros.

FOR THE STATE OF MICHIGAN

Robert C. Hall, RA, NCARB, Director
Design and Construction Division
State Facilities Administration
Department of Technology, Management and Budget

FOR THE PROFESSIONAL

Allied Building Service of Detroit, Inc. agrees to extend the terms, conditions, and pricing of our 2020 Design Build Services for Minor Projects, No. 00861, to MiDEAL members and will remit the one percent (.01) administrative payment fee along with the quarterly report as outlined.



Signature

3/4/2020

Date

Matthew Guyot - Contract Manager

Print Name/Title

#7

RESOLUTION

Resolution of the Pontiac City Council



Resolution to proceed into closed session pursuant to MCL 15.268 (d) to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill, LLC regarding adult-use marihuana ordinance.

WHEREAS, City Council seeks to adjourn into Closed Session for the following reasons, this Resolution is hereby considered:

1. Under MCL 15.268 (d) provides that a public body may meet in closed session to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained; and
2. Under MCL 15.268 (h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC regarding adult-use marihuana ordinance.

NOW, THEREFORE, BE IT RESOLVED the City Council will proceed in Closed Session pursuant to the Open Meetings Act MCL 15.268 Section 8(d) to consider the purchase or lease of real property up to the time an option to purchase or lease such real property is obtained and Section 8(h) to discuss a written legal opinion prepared by the City Attorney Clark Hill LLC regarding adult-use marihuana ordinance.