



TROY CITY COUNCIL

REGULAR MEETING AGENDA

AUGUST 25, 2025

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Frank Nastasi", with a large, sweeping flourish at the end.

Frank Nastasi
City Manager



Chapter 14A – Elected and Appointed Persons' Ethics Ordinance Section 14.3 Annual Training and Acknowledgement

We, the undersigned Members of Troy City Council, have reviewed *Chapter 14A – Elected and Appointed Persons' Ethics Ordinance*, understand its contents, and agree to be bound by its provisions.

Signed this 25th day of November, 2024.



Mayor Ethan Baker



Council Member Theresa Brooks




Council Member Rebecca Chamberlain-Creanga



Council Member Hirak Chanda



Mayor Pro Tem Mark Gunn



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

August 25, 2025 – 7:30 PM

City Council Chambers

500 W. Big Beaver Rd.

Troy, MI 48084

(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast

or on Local Access Cable Channels

(WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: Associate Pastor Matt Schuler from Faith Troy **1**

PLEDGE OF ALLEGIANCE: **1**

A. CALL TO ORDER: **1**

B. ROLL CALL: **1**

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: **1**

C-1 Service Commendation for Community Affairs Director Cynthia “Cindy” Stewart 1

D. CARRYOVER ITEMS: **1**

D-1 No Carryover Items 1

E. PUBLIC HEARINGS: **1**

E-1 No Public Hearings 1

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G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES: **2**

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H-1 No Postponed Items 2

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I-6	Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Lloyd A. Stage Nature Center Sugar and Storage Shed Replacement and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Shed Design, Construction Documents & Contract Administration and Budget Amendment (<i>Introduced by: Allyson Leach, Assistant Recreation Director</i>)	8
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INVOCATION: Associate Pastor Matt Schuler from Faith Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Regular City Council Meeting of August 25, 2025, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 Service Commendation for Community Affairs Director Cynthia “Cindy” Stewart

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. **NOTE TO THE PUBLIC:** *City Council requests that if you do have a question or concern, to bring it to the attention of the*

appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations – Parks and Recreation Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Global Troy Advisory Committee

Appointed by Mayor

12 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan		11/8/2027	Council Member
Bica-Grodsky	Lisa	9/23/2025	10/30/2026	
Cheriguene	Sadia	10/20/2024	10/30/2026	
Chezick	Edward	12/20/2024	10/30/2025	
Fakhoury	Awni	9/28/2023	10/30/2027	
Mohideen	Syeda	9/28/2023	10/30/2027	
Natcheva	Daniela	11/8/2021	10/30/2025	
Noguez-Ortiz	Carolina	12/20/2024	10/30/2025	BRA exp 4/30/2026
Sekhri	Suneel	11/5/2023	10/30/2027	
Vacancy			7/31/2026	Athens High School Student Rep.
Vacancy			7/31/2026	Troy High School Student Rep.
Vacancy			7/31/2026	International Academy Student Rep.
Vacancy			10/30/2025	MiVida Burrus resigned 5/22/2025
Vacancy			10/30/2026	Philippe Cicchini resigned 3/25/2025
Zhou	Yudong	12/7/2024	10/30/2025	

Nominations to the Global Troy Advisory Authority:

Term Expires: 10/30/2025

Term currently held by: Vacancy – MiVida Burrus resigned

Term Expires: 10/30/2026

Term currently held by: Vacancy-Philippe Cicchini resigned

Term Expires: 7/31/2026**Athens High School
Student Rep.**

Term currently held by: Vacant

Term Expires: 7/31/2026**Troy High School
Student Rep.**

Term currently held by: Vacant

Term Expires: 7/31/2026**International Academy
Student Rep.**

Term currently held by: Vacant

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Batool	Syeda	3/5/2026	
Comiskey	Ann M.	12/22/2026	
Devulapalli	Ramachandram	8/29/2026	
Dicker	Susanne Forbes	12/26/2026	
Haight	Michelle	10/8/2025	
Lee	Seojin Sarah	4/21/2025	Troy HS Student – Graduates 2026
Marshall	Everett	1/3/2027	Athens HS Student – Graduates 2027
Mehta	Susheilla	1/20/2025	
Swaminathan	Abi	7/8/2027	Historic Dist. Comm. exp 5/15/2027

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2027	Resident Member	
Baker	Ethan		City Council Term	Alternate; City Council	City Council exp. 11/2027; DDA; GTAC, LDFA
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/2025

Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	4/4/2026	6/30/2028	Resident Member	
Smieliauskas	Fabrice	4/9/2026	6/30/2028	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2027	Resident Member	Nickolas Vitale resigned 7/17/21 (Term expired 6/30/2023)

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2027

Resident Member

Term currently held by: Vacant – N. Vitale resigned 7/17/21

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cook	Walter	6/30/2027	
Faiz	Iqbal	6/7/2025	
Frisen	Sande	1/2/2027	BCBA exp 1/1/2030
Karpowitsch	Alex	8/1/2027	
Murrish	Dale	2/6/2027	
Vassallo	Joseph	10/16/2026	Brownfield Redev Auth exp 4/30/27

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative
Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Atmakur	Sanika	9/18/2026	7/31/2025	Student-Graduates 2025
Brady	Pamela	4/20/2024	9/30/2025	Requests Reappointment
Brady	Michael	9/2/2026	9/30/2027	
Colussi	Casey	8/20/2022	9/30/2026	
Gill	Jasper	1/10/2024	9/30/2025	
Goul	Brian		12/31/2099	
Jansen	Matt	9/9/2026	7/31/2026	Troy School District Board of Education Representative
Martin	Kelly	4/26/2025	9/30/2026	
Mudaliar	Vinodh Kumar	3/2/2024	9/30/2025	
Shepherd	John Chuck	9/20/2026	9/30/2027	

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2026**

Term currently held by: Sanika Atmakur

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Battle	Timothy	10/22/2026	
Dicker	Susanne Forbes	12/26/2026	
Emerson	Rosalyn	9/2/2026	
Faiz	Iqbal	10/15/2026	
Forster	Jeffrey	1/22/2026	Personnel Bd exp 4/20/27; ZBA Alt exp 1/31/27
Girling	Janice	8/4/2027	
Hashmi	Amin	7/31/2025	
Hoef	Paul	9/23/2026	
Kaltsounis	Andrew	8/28/2025	
Marshall	Everett	1/3/2027	Student- Graduates 2027
Mudaliar	Vinodh Kumar	8/1/2027	
Pettinato	Jillian	11/27/2025	
Sabbagh	Allen	9/17/2026	
Swaminathan	Abi	7/8/2027	Historic Dist Comm. exp 5/15/2027

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Battle	Timothy	10/22/2026	1/31/2028	
Christiansen	Dale	11/22/2024	1/31/2026	
Finlay	G. Scott		Ex-Officio Member	
Hullinger	Peter		Ex-Officio Member	
Jeeda	Swathi	7/2/2025	7/31/2025	Student– Graduates 2026
Jones	Joshua		Ex-Officio Member	
Kenkre	Shama	9/11/2026	1/31/2028	
Petrulis	Al	9/2/2026	1/31/2026	ACAB exp 9/30/2027
Rose	Justin	11/5/2023	1/31/2027	
Swaminathan	Abi	9/2/2025	1/31/2027	
Ziegenfelder	Peter	12/14/2024	1/31/2026	

Nominations to the Traffic Committee:**Term Expires: 7/31/2026**

Term currently held by: Swathi Jeeda

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Chambers	Barbara	12/23/2026	
Girling	Janice	8/4/2027	
Marshall	Everett	1/3/2027	Student- Graduates 2027
Sabaj	Noah	2/28/2026	
Tadepalli	Hemanth	11/7/2025	

Yes:

No:

I-3 No Closed Session Requested

I-4 2025/2026 Capital Budget Re-Appropriations (Introduced by: Rob Maleszyk, Chief Financial Officer)Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the re-appropriation of fiscal year 2025 capital budget funds to fiscal year 2026, as outlined in the memorandum.

Yes:

No:

I-5 Bid Waiver - Flock Safety ALPR Camera System (Introduced by: Josh Jones, Police Chief)Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council **WAIVES** the bid process and **APPROVES** a 5-year contract with *Flock Group, Inc. of Atlanta, GA* for the Flock ALPR Safety Camera System for an estimated total cost of \$347,500, or \$69,500 annually for five years as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Police Chief is **AUTHORIZED** to **EXECUTE** the agreement with *Flock Group, Inc.*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-6 Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Lloyd A. Stage Nature Center Sugar and Storage Shed Replacement and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Shed Design, Construction Documents & Contract Administration and Budget Amendment (Introduced by: Allyson Leach, Assistant Recreation Director)Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract for construction of a Sugar and Storage Shed at the Lloyd A. Stage Nature Center to *Venture Building Company of Shelby Township, MI* for an estimated total cost of \$209,700 plus a 10% contingency of \$20,790, at

prices contained in the bid tabulation dated July 24, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to *Anderson, Eckstein & Westrick, Inc. of Shelby Township, MI* for the Design, Construction Documents and Contract Administration Services for the construction of the Sugar and Storage Shed at the Lloyd A. Stage Nature Center in the amount of \$48,300.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment to the Nature Center Buildings and Improvement Capital Fund and Project Number 2025C0044 in the amount of \$128,970.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the contractors' submission of properly executed contract documents, including insurance certificates and all other specified requirements.

Yes:

No:

I-7 Bid Waiver – Breathing Air Compressor Annual Maintenance and Service – Sole Source (Introduced by: Pete Hullinger, Fire Chief)

Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council **WAIVES** the bid process and **AWARDS** a contract to *Breathing Air Systems of Reynoldsburg, OH* in the amount of \$13,793.79 for the annual preventative maintenance of the nine (9) Fire Department breathing air compressors and a \$5,000 contingency for any necessary repairs identified during the annual preventative maintenance that may not be covered under the manufacturer warranty or maintenance contract, as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the ongoing renewal of the annual maintenance contract, with a not to exceed 10% annual cost increase, to *Breathing Air Systems of Reynoldsburg, OH* pending verification each year prior to the agreement of the contract, the continued State of Michigan sole-source designation of *Breathing Air Systems of Reynoldsburg, OH* by Bauer Compressors.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed proposal documents, including insurance certificates and all other specified requirements.

Yes:

No:

I-8 Bid Waiver – Motorola Minitor 7 Pagers for the Fire Department (*Introduced by: Pete Hullinger, Fire Chief*)Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *Leavitt Communications of Paradise Valley, AZ* for the purchase of one-hundred fifty (150) Motorola Minitor 7 pagers with a 5-year warranty and four (4) programming bases for a total of \$66,725.00, which includes a rebate of \$7,500 if purchased by August 28, 2025, as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:

No:

I-9 Standard Purchasing Resolution 8: Best Value Award – Emergency Medical Services (*Introduced by: Pete Hullinger, Fire Chief*)Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **SELECTS** *Star EMS of Pontiac, MI* to provide Emergency Medical Services for the City of Troy starting January 1, 2026, and **AUTHORIZES** City Administration to negotiate an acceptable 2-year contract with the option to renew annually for three (3) years; the contract shall include a not to exceed total contract amount of \$771,144.00 in year 1 and \$794,268.00 in year 2; and shall reflect the bid proposal opened June 12, 2025.

BE IT FURTHER RESOLVED, That the bid award is **CONTINGENT** upon the company's submission of properly executed City Administrative approved contract and the proposal documents, including insurance certificates and all other specified requirements.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the Agreement for Emergency Medical Services once successfully negotiated and in acceptable form, a copy of which shall be **ATTACHED** to the original Minutes for this meeting.

Yes:

No:

J. CONSENT AGENDA:

J-1a Approval of "J" Items NOT Removed for Discussion

Suggested Resolution

Resolution #2025-08-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:

No:

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2025-08-

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Minutes-Draft – August 11, 2025

J-3 Proposed City of Troy Proclamations: None Submitted

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Fire-Police Training Center Shower Remodel**

Suggested Resolution

Resolution #2025-08-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of plumbing fixtures and supplies for the Fire-Police Training Center Shower Remodel to *Home Depot* for an estimated cost of \$3,839.53 at prices detailed in the attached quote and per the Omnia Partners Purchasing Contract #16154, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds for additional purchases for materials, equipment and labor; not to exceed budgetary limitations.

- b) **Standard Purchasing Resolution 5: Approval to Expend Budgeted Capital Funds – LED Street Light Replacement**

Suggested Resolution

Resolution #2025-08-

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *Michigan Lighting Systems East of Troy, MI*, which is the City's CREE LED lighting supplier (Resolution #2014-12-164-J-6) for the purchase of LED Street Lamp Fixtures for an estimated cost of \$49,766.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J-5 Stormwater Management Operations and Maintenance Agreement, 1749 Northwood, LLC, Sidwell #88-20-28-302-008 and -019

Suggested Resolution

Resolution #2025-08-

RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and 1749 Northwood, LLC outlining a plan to install, maintain, and operate a private stormwater system and underground detention facility on the properties owned by 1749 Northwood, LLC and identified by Sidwell #88-20-28-302-008 and #88-20-28-302-019.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED** to **RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Approval of MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for Rochester Road Reconstruction, Barclay to Trinway, Project No. 02.206.5

Suggested Resolution

Resolution #2025-08-

RESOLVED, That Troy City Council hereby **APPROVES** the MDOT Subcontract between the City of Troy and Hubbell, Roth & Clark, Inc. for construction engineering services for Rochester Road Reconstruction, Barclay to Trinway, at an estimated cost of \$2,664,869.36, and **AUTHORIZES** the Mayor and City Clerk to execute the documents, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K Announcement of Public Hearings:

- a) September 8, 2025 – Conditional Rezoning (JPCR2025-007) – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East Side of Rochester Road, South of Shallowdale, (#88-20-14-152-001 and #88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) District

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

a) Zoning Board of Appeals-Final – July 15, 2025

O-2 Department Reports:

a) 2025 Bond Proposal Communications Plan Updates

O-3 Letters of Appreciation:

a) To Brent Savidant and Ben Carlisle from Eureka Innovation Development

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P-1 No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R-1 No Closed Session

S. ADJOURNMENT:

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Nastasi", with a large, sweeping loop at the end.

Frank A. Nastasi
City Manager

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

September 29, 2025 Special Meeting/Closed Session-City Manager/City Attorney Evaluations

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 8, 2025	Regular Meeting
September 29, 2025	Regular Meeting
October 6, 2025	Regular Meeting
October 20, 2025	Regular Meeting
November 10, 2025	Regular Meeting
November 17, 2025	Regular Meeting
December 1, 2025	Regular Meeting
December 15, 2025	Regular Meeting

SERVICE COMMENDATION COMMUNITY AFFAIRS DIRECTOR CYNTHIA “CINDY” STEWART

WHEREAS, In April of 1998, **Cynthia “Cindy” Stewart** joined the City of Troy as its first ever Community Affairs Director. Cindy joined the Troy team with several years of municipal experience, having served the City of Dearborn as the Resources and Information Director from 1995 to 1998 and the City of Novi as the Director of Public Information from 1988 to 1995. Cindy’s career was supported by her Bachelor of Arts degree in Journalism/Public Relations from Madonna University, her Masters of Communications degree from Eastern Michigan University, and her commitment to improving the lives of others; and

WHEREAS, **Cindy’s** dedication to the Troy community was highlighted through her day-to-day duties and the legacy of the Community Affairs Department. As the first ever Community Affairs Director for the City of Troy, Cindy established events that are now longstanding traditions, such as the Holiday Tree Lighting; coordinated countless States of the City; established the City’s Farmers Market and Summer Concert Series; and penned 27 years’ worth of City content, which now serves as part of the City’s written history. Cindy was also instrumental in coordinating the Government Cable Television Channel, which is another key communications tool for the City. In the 27 years Cindy served the City of Troy, she worked with several City Managers, six Mayors and countless City Council members; and

WHEREAS, **Cindy’s** work with the City of Troy expanded beyond her position as Community Affairs Director, she also worked dozens of elections and continues to be a board member on the Police and Fire Benevolent Association. **Cindy** is always willing to lend a helping hand, and this commitment to service truly shined in her time with the City of Troy; and

WHEREAS, Beyond **Cindy’s** work for the City of Troy, she is/was also a dedicated volunteer with the Troy Historical Society, Troy People Concerned, Troy Youth Assistance, the Boys & Girls Club of Troy, the Troy Community Coalition, the Charles A. Main, MD Pediatric Cancer Survivor Scholarship Fund Committee, the Troy School District Diversity & Inclusion Council, local Multiple Sclerosis (MS) Walks, the Emerald Lakes Homeowners Association, and 52-4 District Court; and

WHEREAS, It is because of **Cindy’s** volunteer work and the community connection she fostered for the City of Troy as the Community Affairs Director that she was honored as the Troy Distinguished Citizen of 2013 and a member of the “Women of Influence” Roundtable in 2023; and

WHEREAS, **Cindy** retired from the City of Troy on August 22, 2025, with her final event being the Thornetta Davis Concert for the Summer Concert Series. In her retirement, Cindy plans to spend time with family, continue to travel the world, enjoy her lake with her paddleboard, and remain an avid yoga practitioner.

NOW, THEREFORE, BE IT KNOWN, That the Mayor and City Council of the City of Troy take this opportunity to express their appreciation to **Community Affairs Director Cindy Stewart** for her professionalism and her many contributions to the City of Troy for the betterment of the community; and

BE IT FURTHER KNOWN, That the Mayor and City Council of the City of Troy, City Management, and the citizens of the City of Troy, extend wishes of prosperity, good health and happiness to **Cindy** during her well-deserved retirement years.

Presented this 25th day of August 2025



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-04

CITY COUNCIL AGENDA ITEM



Date: August 25, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Lori Thaar, Senior Accountant

Subject: 2025/2026 Capital Budget Re-Appropriations

History

Each year, the City has Capital Projects that will not be completed prior to June 30. This is primarily due to the timing of when work is awarded/performed or when the goods are available to be received. In the current year, there continues to be capital projects that will need funding re-appropriated due to these circumstances. The projects and details are listed on the attached document.

Financial

Funds were budgeted in the 2025 Fiscal Year for the projects listed on the attached document. These listed projects will need to be re-appropriated to the 2026 Fiscal Year.

Recommendation

City Administration recommends the re-appropriation of the Capital Projects to Fiscal Year 2026 as detailed on the attached documents.

Capital Projects Fund				
Department	Account	Project	Amount	
Building Ops - Training Center	401.265.261.975	2025C0001 - Window Replacement	97,900.00	
Building Ops - Training Center	401.265.261.975	2025C0002 - Infrared Apparatus Bay Heaters	39,936.00	
Building Ops - Training Center	401.265.261.975	2025C0003 - Shower Remodel	29,650.00	
Building Ops - Training Center	401.265.261.975	2025C0004 - Bay Floor Repairs & Cleaning	15,000.00	
Building Ops - Training Center	401.265.261.975	2025C0005 - Domestic Hot Water Heater	36,772.00	
Building Ops - City Hall	401.265.265.975.165	2023C0007 - Exterior Repairs & Doors	155,771.00	
Building Ops - City Hall	401.265.265.975.165	2025C0006 - IT/FIN Department Renovations	200,000.00	
District Court	401.286.975.145	2025C0007 - LED Upgrade	11,703.00	
Police - Communications	401.301.325.980.025	2025C0010 - 911 Console Replacement	46,600.00	
Police - Road Patrol	401.301.315.978.010	2024C0011 - Exhaust Fan Replacement	30,000.00	
Streets - Major	401.449.202.989.022065	2022CG0002 - Rochester, Barclay - Trinway	3,000,000.00	
Streets - Major	401.449.202.989.211045	2023C0029 - Stephenson, 14 Mile to Maple	350,000.00	
Streets - Major	401.449.202.989.241036	2024C0023 - Livernois @ Square Lake Traffic Signal	150,000.00	
Streets - Major	401.449.202.989.241055	2024C0025 - Wattles @ Northfield Parkway Traffic Signal	250,000.00	
Streets - Major	401.449.202.989.236015	2024C0026 - Lakeview Mid-Block Pedestrian Crossing	150,000.00	
Streets - Major	401.449.202.989.251016	2025C0022 - Rochester Long Lake to South Blvd	500,000.00	
Streets - Local	401.449.203.989.400	2024C0027 - Asphalt Payment Overlay - Section 27	50,000.00	
Streets - Local	401.449.203.989.242035	2024C0029 - Player at Rochester	543,143.00	
Streets - Local	401.449.203.989.400	2025C0026 - Asphalt Payment Overlay - Section 9	620,712.00	
Streets - Local	401.449.203.989.121015	2025C0028 - Charwood Hills Chip Seal - 1 & 2	75,000.00	
Streets - Sidewalks	401.444.989.246015	2025C0106 - Big Beaver to Town Center	659,885.00	
Streets - Sidewalks	401.444.989.246025	2025C0107 - Long Lake - Road Crossing at Jaycee Park	318,400.00	
Streets - Sidewalks	401.444.989.246035	2025C0108 - Square Lake - Rochester to John R	699,408.00	
Streets - Sidewalks	401.444.989.946075	2025C0031 - Wattles, Keats to Raintree	478,457.00	
Streets - Drains	401.445.989.233025	2024C0033 - Gibson Drain Extension	275,000.00	
Streets - Drains	401.445.989.263015	2024CG0003 - Sprague Drain within Firefighters Park	1,633,976.00	
DPW - Admin	401.464.975.900	2025C0033 - DPW Mens Room Fixture Replacement	20,378.00	
Parks - Development	401.770.771.974.055	2024C0041 - Cricket Field 3500 John R (Boulan)	246,850.00	
Parks - Development	401.770.771.974.075	2024CG00002 - Sylvan Glen Lake Park Improvements Phase 2	406,595.00	
Parks - Development	401.770.771.974.130	2024C0044 - Park Playground Structures	114,570.00	
Parks - Development	401.770.771.974.130	2025C0039 - Portable Stage	25,000.00	
Parks - Development	401.770.771.974.130	2025C0040 - Park Benches	25,000.00	
Parks - Development	401.770.771.974.130	2025C0041 - Bike Racks	23,250.00	
Parks - Development	401.770.771.975.135	2023C0043 - Don Flynn Restroom Renovation	40,000.00	
Recreation - Community Center	401.756.755.975.125	2024C0050 - Community Center Pool Repairs	489,705.00	
Recreation - Community Center	401.756.755.975.125	2024C0051 - HVAC Replacement Phase 3	296,073.00	
Recreation - Community Center	401.756.755.975.125	2024CG0001 - Comm Room, Bocce/Shuffleboard	14,690.00	
Recreation - Community Center	401.756.755.978.045	2025C0043 - Scrape & Paint Parking Lot Lights	20,000.00	
Recreation - Nature	401.771.975	2025C0044 - Sugar and Storage Shed at Lloyd A Stage Nature Center	128,900.00	
Capital Projects Fund Total			12,268,324.00	

Business-Type Funds				
<u>Department</u>	<u>Account</u>	<u>Project</u>	<u>Amount</u>	
Sewer	590.527.535.973.204055	2024C0068 - Sewer System Sanitary Cleaning & TV Inspect	500,000.00	
Sewer	590.527.535.973.984035	2024C0070 - MH Rehabilitation	300,000.00	
Sewer	590.527.535.973.984035	2025C0056 - MH Rehabilitation	100,000.00	
Sewer	590.527.535.978.010	2025C0059 - Lift Station Generators	223,912.00	
Water	591.537.555.972.225045	2024C0074 - Badder - Rochester to Park - 8" to 12"	100,000.00	
Water	591.537.555.972.235015	2024C0075 - Elliot - Dequindre to Minnesota - 8" to 12"	50,000.00	
Water	591.537.555.972.235025	2025C0062 - Long Lake Plaza Water Main Replacement	1,200,000.00	
Water	591.537.555.972.235035	2025C0063 - Northfield Parkway 12" Loop	600,000.00	
Water	591.537.555.972.235055	2025C0065 - Livernois Abandon Ex 8", Stalwart to Cutting	641,556.00	
Water	591.537.555.972.235065	2025C0066 - Macmanus - Crooks to Boulan Park 4" & 6" to 8"	600,000.00	
Golf - Sylvan Glen	584.788.974.130	2025C0073 - Cart Path Expansion/Drainage Project	91,297.00	
Golf - Sanctuary Lake	585.768.974.130	2025C0071 - Cart Path Restoration	16,562.00	
Motor Pool - Fleet	661.571.565.975.900	2025C0079 - Fleet Electrical Upgrades	87,580.00	
Motor Pool - Fleet	661.571.565.977	2025C0080 - Chemical Dispensing Inventory System	250,000.00	
Motor Pool - Fleet	661.571.565.977	2025C0081 - Hoist Replacement	250,000.00	
Motor Pool - Fleet	661.571.565.981	2025C0082 - Police Cars (2)	91,990.00	
Motor Pool - Fleet	661.571.565.981	2025C0085 - 3 Yard Dump Truck w/Plow	117,442.00	
Motor Pool - Fleet	661.571.565.981	2025C0086 - 5-7 Yard Dump Truck w/Plow & Salt Spreader	325,000.00	
Motor Pool - Fleet	661.571.565.981	2025C0087 - 10-12 Yard Dump Truck w/Plow & Salt Spreader	700,000.00	
Motor Pool - Fleet	661.571.565.981	2024C0095 - 10-12 Yard Dump Truck w/Plow & Salt Spreader	283,035.00	
Motor Pool - Fleet	661.571.565.981	2025C0089 - Sewer Jet & Catch Basin Cleaner	600,000.00	
Motor Pool - Fleet	661.571.565.981	2025C0094 - Log Loader Trailer	80,000.00	
Motor Pool - Fleet	661.571.565.981	2025C0095 - Equipment Trailer	30,000.00	
Business-Type Funds Total			7,238,374.00	
Drug Forfeiture Fund				
<u>Department</u>	<u>Account</u>	<u>Project</u>	<u>Amount</u>	
Police	265.321.740.047	2025DF0002 - Patrol Pistols/Red Dot/Holster/Light	32,487.00	
Police	265.321.740.047	2025DF0004 - Operations Support Vehicle	220,000.00	
Drug Forfeiture Fund Total			252,487.00	
Grand Total All Funds			19,759,185.00	



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-05

CITY COUNCIL AGENDA ITEM



Date: August 18, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Josh Jones, Chief of Police
Nathan Gobler, Police Captain
Emily Frontera, Purchasing Manager

Subject: Bid Waiver: Flock Safety ALPR Camera System, Troy Police Department

History

Automated license plate readers (ALPR) are high-speed, computer-controlled camera systems that are typically mounted on street poles, streetlights, highway overpasses, mobile trailers, as well as attached to Police vehicles. ALPR's automatically capture all license plate numbers that come into view, along with the location, date, and time.

On March 13, 2023, City Council approved the purchase of Flock Safety ALPR to be implemented in City of Troy under Resolution #2023-03-040. The original resolution approved a two-year contract through OMNIA Partners Cooperative Purchasing Contract #4400006644.

On April 1, 2023, Flock Safety introduced a new pricing model for their ALPR products. The City of Troy was able to complete an agreement with Flock Safety prior to this date and secured a lower yearly cost for the contractual period.

Flock Safety contacted the Troy Police Department regarding the upcoming expiration of the contractual period for Flock Safety ALPR. Flock Group, Inc. offered a new contract for a five-year period, which would avoid price increases that were initiated on April 1, 2023. The new contract would replace OMNIA Partners Cooperative Purchasing Contract #4400006644.

There is a state bid contract through MiDEAL for Flock Group products. However, a review of the quote presented directly through Flock Group would result in significant savings. The estimated savings on contracting directly through Flock Group is \$29,000 annually or \$145,000 in total for the five-year contract.

Since the implementation of Flock Safety ALPR in July 2023, Flock cameras have played a critical role in the identification of stolen vehicles and the resolution of criminal investigations. As a result of Flock ALPR notifications, the Troy Police Department had the following activity:



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

History (continued)

- (60) Traffic stops based on notifications for vehicles involved in felony-related activity.
- (29) Recovered Stolen Vehicles
- (31) Arrests based on Flock ALPR notifications
- Multiple suspect vehicles identified as a result of Flock ALPR cameras

Purchasing

- Pricing of the ALPR cameras from *Flock Group, Inc. of Atlanta, GA* would be an estimated total cost of \$347,500 for the five-year contract as detailed in the attached quote.
- Flock Safety is the sole provider of proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. This includes Vehicle Fingerprint Technology that captures the vehicle make, color, type, state of the license plate, vehicles with missing plates, covered plates, paper plates, and over 20 unique vehicle details like roof racks and bumper stickers.
- A renewal agreement directly with *Flock Group, Inc.* will cost \$145,000 less in total as opposed to purchasing through a Cooperative Purchasing Contract.
- It is in the best interest of the City to extend the contract for ALPR cameras directly with *Flock Group, Inc.* for an estimated total cost of \$347,500 (or \$69,500 annually for five years), as detailed in the attached quote.

Financial

- Funds are budgeted and available annually in the operating accounts for the Police Department under Contractual Services General.
- Expenditures will be charged to account number 101.301.11.305.802.070.

Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and approving the 5-year contract with *Flock Group, Inc. of Atlanta, GA* for the Flock Safety ALPR Camera System with for an estimated total cost of \$347,500 or \$69,500 annually for five years as detailed in the attached proposal.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Flock Safety + MI - Troy PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Connor Christon
connor.christon@flocksafety.com
3105699953

flock safety



EXHIBIT A ORDER FORM

Customer: MI - Troy PD
Legal Entity Name: MI - Troy PD
Accounts Payable Email: goblernm@troymi.gov
Address: 500 W Big Beaver Troy, Michigan 48084

Initial Term: 60 Months
Renewal Term: 60 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$69,500.00
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	25	Included
Flock Safety LPR Flex, fka Falcon Flex	Included	2	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$69,500.00
Annual Recurring Subtotal:	\$69,500.00
Discounts:	\$80,000.00
Estimated Tax:	\$0.00
Contract Total:	\$347,500.00

This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• The Term of this contract shall be from 08/29/2025 - 08/28/2030. This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event

of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of a new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$69,500.00
Annual Recurring after Year 1	\$69,500.00
Contract Total	\$347,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$62,500.00
Flock Safety Add-ons	\$17,500.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR Flex, fka Falcon Flex	Law enforcement grade tactical deployment (portable + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety Advanced Search	Advanced Search is an optional upgrade for Law Enforcement Grade LPR cameras. Advanced Search includes Convoy Analysis, Multi Geo Search, and Visual Search.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspects license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MI - Troy PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-06

CITY COUNCIL AGENDA ITEM



Date: August 20, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
Dennis E. Trantham, Deputy Public Works Director
Brian Goul, Recreation Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Lloyd A. Stage Nature Center Sugar and Storage Shed Replacement and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Shed Design, Construction Documents & Contract Administration and Budget Amendment (Introduced by Allyson Leach, Assistant Recreation Director)

History

- The Sugar and Storage Shed at the Nature Center is deteriorating and is becoming a safety hazard. Replacement is necessary.
- The Sugar and Storage Shed is used February and March for the Troy Nature Society Maple Syrup Program which has attendance of approximately 1,000 visitors annually.
- The shed is also used for storage for the two vehicles and trailer used year-round for access to the preserve. Additionally, the shed provides storage for the large number of tools provided for groups attending the many invasive pull and clean up days held April through November. Finally, it also houses the tables and chairs used by various groups for programs, activities, and rentals conducted at the pavilion.
- The current shed is 527 square feet, the new proposed shed will be 920 square feet in order to add additional space for storage due to increased programming and the addition of the pavilion at the location.
- Anderson, Eckstein, and Westrick (AEW) of Shelby Township, MI, one of the City's professional service engineering firms, was awarded the Design and Bid Documents and has also been chosen to conduct the Contract Administration for the project.
- Design and Bid Documents for the project totaled \$21,100.

Purchasing

On July 24, 2025 a bid opening was conducted as required by City Charter/Code for the Construction of the Sugar and Storage Shed at the Lloyd A. Stage Nature Center. The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Eleven hundred and thirty-five (1135) vendors were notified via the MITN website. Six (6) bid responses and one (1) no bid were received. Below is a detailed summary of potential vendors for the bid opportunity:



500 West Big Beaver
Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

Companies notified via MITN	1135
Troy Companies notified via MITN	20
Troy Companies - Active email Notification	19
Troy Companies - Free	1
Companies that viewed the bid	146
Troy Companies that viewed the bid	4

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFPS and Quote opportunities with the City. **Active MITN non-paying** members are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN** member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- All six (6) bids were reviewed.
- The bid from *Venture Building Company, Inc of Shelby Township, MI* is low bid meeting all specifications.
- *Venture Building Company, Inc.* bid was reviewed in detail by line item by City staff and AEW.
- AEW has worked with *Venture Building Company, Inc.* in the past and is recommending them for the project.
- Based on the review process it is being recommended to award the bid to the low bidder meeting specifications; *Venture Building Company, Inc of Shelby Township, MI*
- The current contract with AEW for engineering and design services was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, AEW proposes a fee of \$48,300 for Design, Construction Documents and Contract Administration Services.

Financial

Funds for this project were budgeted in the amount of \$150,000. The estimated total cost of the project is \$258,000 with a 10% contingency amount of \$20,970 for a not to exceed amount of \$278,970. The project will require a budget amendment in the amount of \$128,970 to the Nature Center Buildings and Improvements Capital Fund under Project Number 2025C0044 for the 2026 fiscal year. Expenditures will be charged to Account Number 401.771.975.

Recommendation

City Management recommends a contract be awarded to the lowest bidder meeting specifications *Venture Building Company of Shelby Township, MI* for the construction of a new Sugar and Storage Shed at the Nature Center in the amount of \$209,700 with a 10% contingency amount of \$20,970, at prices contained in the bid tabulation dated July 24, 2025. City Management further recommends granting the authority to expend budgeted capital funds to *Anderson, Eckstein & Westrick, Inc. of Shelby Township, MI* for Design, Construction Documents and Contract Administration Services for the Sugar and Storage Shed Project in the amount of \$48,300 for a not to exceed total project amount of \$278,970.

It is also recommended that City Council approve a budget amendment to the Nature Center Building and Improvements Capital Fund and Project Number 2025C0044 in the amount of \$128,970.

Opening Date - 07/24/2025
Date Reviewed - 07/24/2025

CITY OF TROY
BID TABULATION
SUGAR SHED

VENDOR NAME:	Venture Building Company, Inc.	Trademark Property Solutions	Usztan LLC
CITY:	Shelby Twp., MI	Oxford, MI	Oakland, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK NUMBER:	40502964	9499913772	9171032999
PROPOSAL: CONSTRUCTION OF THE LLOYD A. STAGE NATURE CENTER SUGAR SHED			
LUMP SUM PRICE:	\$209,700.00	\$264,806.26	\$268,400.00
Warranty:	24 months	2 yr workmanship and materials provided by contractor	1 year craftsmanship
Start Date:	August 28, 2025	September 2, 2025	September 2, 2025
Anticipated Duration to Complete:	10 weeks	November 15, 2025	90 days
Attended Mandatory Pre-Bid Meeting: Y/ N	Y	Y	Y
Contact Information Provided: Y/ N	Y	Y	Y
Proposed Payment Schedule:	Not Specified	See attached payment schedule	Monthly draws for completed labor and material purchases
References: Y/ N	Y	Y	Y
Insurance: Y/ N	Y	Y	Y
Exceptions:	None	Underground wire feed upgrade if required	VOLUNTARY ALTERNATES 1. In lieu of powder coat finish on coiling door, substitute with standard painted finish – deduct \$2,300 2. If asbestos inspection report is needed, required by MIOSHA – add \$1,800 3. In lieu of FRP door, substitute with fire rated galvanized HM door and frame. Apply composite trim to replicate pattern – deduct \$18,000 4. Additional paving as per print - add \$6,500
Acknowledgement:	Y	One Signature Missing	Y
Signed Addendum:	Y	Addendum 2 Missing	Y
Forms:	Y	Y	Y
Low Bidder Meeting Specifications			

(*Bid Opening conducted via a Zoom Meeting)

ATTEST:

Joe Lagarde

Brian Goul

Andrew Chambliss

Nellie Bert

Dina Gates

No Bid: Panel Built, Inc

Emily Frontera
Purchasing Manager

CITY OF TROY
BID TABULATION
SUGAR SHED

ITB-COT 25-20
Page 2 of 2

VENDOR NAME:	National Restoration, Inc.	NRC Builders	C.E. Gleeson Constructors, Inc.
CITY:	Milford, MI	Novi, MI	Troy, MI
CHECK AMOUNT:	\$5,000.00	\$5,000.00	\$5,000.00
CHECK NUMBER:	2810703	50161319	7602
PROPOSAL: CONSTRUCTION OF THE LLOYD A. STAGE NATURE CENTER SUGAR SHED			
LUMP SUM PRICE:	\$324,000.00	\$370,000.00	\$422,700.00
Warranty:	2 year warranty	1 year	1 year
Start Date:	August 18, 2025	September 1, 2025	September 8, 2025
Anticipated Duration to Complete:	30 Days	November 15, 2025	10 weeks; November 15, 2025
Attended Mandatory Pre-Bid Meeting: Y/ N	Y	Y	Y
Contact Information Provided: Y/ N	Y	Y	Y
Proposed Payment Schedule:	One payment for 50% (less 10% retainage) when project is 50% complete, 2nd payment for 50%, less retainage, after substantial completion. Then, 10% retainage after final walkthrough	30 days - monthly	Net 30 days
References: Y/ N	Y	Y	Y
Insurance: Y/ N	Y	Y	Y
Exceptions:	None	None	AEW Requested Alternate - Additional HMA per drawing C-1: ADD \$16,050
Acknowledgement:	Y	Y	Y
Signed Addendum:	Y	N	Y
Forms:	Y	Y	Y



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

November 25, 2024

Dennis Trantham, Deputy Director of Public Works
City of Troy
4693 Rochester Road
Troy, MI 48085

Reference: **Proposal for Professional Services**
City of Troy, Sugar Shed
Troy, Michigan

Dear Mr. Trantham:

Thank you for considering our firm for professional architectural and engineering services for the above referenced project.

Understanding of the Project

The City would like to remove and replace the existing shed that houses their maple syrup evaporator at Stage Nature Center located at 6685 Coolidge Highway.

The existing wood framed shed is less than 1,000 square feet and has electrical and water services that are fed from the existing Nature Center. The proposed shed will be slightly larger and will reuse the existing utility service leads. The proposed shed will be wood framed with a concrete slab on grade and sloped roof. A temporary stone driveway may be needed for construction access, the construction and restoration of the road would be performed by the City. The anticipated construction budget is approximately \$150,000.00 for the building.

Following is a summary of our services broken into two phases. Phase one would be conceptual design services. Once phase one is approved by the City, phase two would follow and consist of architecture and civil engineering.

Services to be Provided

Phase One, Conceptual Design:

- Meeting to review past and current needs
- Analysis of the proposed site
- Virtual meeting to review the building program and site analysis
- Develop conceptual site plan
- Develop conceptual floor plan
- Develop one exterior building elevation and rendering
- Virtual meeting to review concepts, make any requested revisions
- Develop opinion of probable cost



Dennis Trantham
November 25, 2024
Page 2

Phase Two, Construction Documents:

- Site plan approval package, assumed to be approved administratively
- Civil engineering, design and permit documents
- Architecture, design and permit documents
- Minimal electrical and plumbing design and permit documents
- Design meeting to review final bidding package
- Bidding package to be posted on BidNet by the City

Additional Services Available

The following services are available but not included in this proposal.

- Topographical, tree and boundary surveys
- Property Title and easement work
- Construction staking
- Full time construction observation and part time construction administration
- As-built plans
- Furniture, fixture and equipment design
- IT and other low voltage system design
- LEED design
- ZBA and other meetings in addition to those listed under services to be provided

Services Not Provided

Security design, Material testing, environmental testing, geotechnical investigations, and wetlands delineation are outside the scope of services that AEW can provide. We will gladly coordinate these services when requested, to be performed by outside consultants as selected by the Client. All services provided by a sub-consultant of AEW will incur a seven and one half (7.5%) percent prime consultant markup.

Responsibilities of the Client

The client is responsible for the following.

- One point of contact and timely access to key staff
- Equipment cut sheets and utility needs of equip. to be housed within the shed
- Timely review of submitted documents
- Temporary driveway design and construction

Fee for Professional Services

We propose to furnish the services outlined for the following fees:

Phase One, Design:	\$6,500.00
Phase Two, Construction Documents:	\$9,000.00



Dennis Trantham
November 25, 2024
Page 3

Any additional services will be provided on an hourly basis according to our rate schedule effective for the period in which the work is performed.

Schedule

We are prepared to begin within 14 working days of receiving an executed copy of this proposal.

Opinions of Probable Cost

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

Execution of the Agreement

We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement with original signatures for our use.

We appreciate the opportunity to work with you on this project. If you have any questions or require additional information please call me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Arlow'.

Jason Arlow
Director of Architecture,
Executive Vice President

Accepted By

Signature

Printed Name, Title

Date

CC: Jennifer Chehab, PE - AEW

[SugarShed112524.docx](#)



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road 586.726.1234
Shelby Township, MI 48315 www.aewinc.com

Authorization for Additional Services

Project: **City of Troy Sugar Shed**
 AEW Project No. 0238-0042

Date: 2/25/2025

Anderson, Eckstein and Westrick, Inc., respectfully submits the following request for additional services for the above referenced project.

Description of Service Request (Limited)

Add topographical survey and tree pickup at the Stage Nature Center Sugar Shed Site.

Lump Sum Cost Added to Current AE Contract: \$5,600.00

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Jason R. Arlow, AIA
Executive Vice President

Accepted By

Signature

Dennis Trantway - Deputy Public Works Director

Printed Name, Title

3.5.25

Date



ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS - SURVEYORS - ARCHITECTS

Shelby Township - Roseville - Livonia

586.726.1234 | www.aewinc.com

Authorization for Additional Services, No.2

Project: **City of Troy Sugar Shed**
AEW Project No. 0238-0042

Date: August 4, 2025

Anderson, Eckstein and Westrick, Inc., respectfully submits the following request for additional services for the above referenced project.

Description of Service Request (Limited)

Construction Contract Administration for 10 weeks, services limited to the following:

1. Draft AIA construction contract
2. Pre-construction Meeting
3. Construction staking
4. 24 hours of onsite observation as needed
5. Shop drawing review (assuming 12 submittals)
6. RFI responses (assuming 10, one per week)
7. 2 pay request reviews and recommendations
8. Punchlist walk with owner and contractor
9. Project closeout

Lump Sum Fee: \$27,200.00

Not included in the above fee:

- Construction material testing, assuming City will contract PSI directly
- As built plans

Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

Jason R. Arlow, AIA
Executive Vice President

Signature

Printed Name, Title

Date



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-07

CITY COUNCIL AGENDA ITEM

Date: August 18, 2025



To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Peter Hullinger, Fire Chief
Shawn Hugg, Deputy Fire Chief
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Breathing Air Compressor Annual Maintenance and Service – Sole Source

History

Each fire station, the mobile “Air Tender, Fire & Police Training Center and the Fire Storage Building have been equipped with a stationary breathing air compressor and fill station. These nine (9) compressors and fill stations are utilized to fill the breathing air cylinders from the self-contained breathing apparatus (SCBA) that the firefighters wear for respiratory protection when encountering immediately dangerous to life and health (IDLH) situations, as well as in training. Each SCBA must be refilled from an approved and certified breathing air compressor in order to have other harmful chemicals, such as carbon monoxide (CO) and nitrogen removed. To facilitate this, the stationary breathing air compressors in the Fire Department facilities have extensive filters and air monitoring equipment to make sure that the air meets all necessary quality air requirements.

Standardization of equipment is of vital importance within the TFD, which previously had a variety of compressors from different manufacturers, making annual maintenance and repairs difficult. To maintain consistency in operational use, parts, routine maintenance, and repairs, extensive research was conducted relating to various compressor manufacturers, and their performance, reliability, and cost of ownership. The Department chose Bauer compressors to fill this need moving forward. The existing compressors at Fire Station 3, the Fire & Police Training Center, and the Fire Storage Building we already Bauer compressors, and over the last five years, the breathing air compressors and fill stations at Fire Stations 1, 2, 4, 5 and 6, as well as the mobile “Air Tender”, have been replaced with the identified Bauer solution.

Additionally, annual maintenance and one air sample test must be performed by a factory authorized technician, as well as the completion of any identified repairs or adjustments that may be necessary. The remaining three required quarterly air quality tests are sampled by a trained individual from the TFD, with test kits and independent lab testing supplied by the vendor.

The Fire Department has historically contracted with various vendors to maintain and repair all of our breathing air compressors. Previously, Michigan was one of only a few states that did not have a defined sole-source company for sales, maintenance, and service for Bauer air compressors. On



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

July 9, 2025, *Breathing Air Systems of Reynoldsburg, OH* was appointed the sole source of sales and service distributor in the State of Michigan by Bauer Compressors.

Purchasing

Quotes were obtained from the sole-source provider, *Breathing Air Systems of Reynoldsburg, OH*, for annual preventative maintenance including all necessary labor and parts, and the three additional required air sampling kits, totaling \$13,793.79 for all nine (9) Fire Department breathing air compressors. Additionally, a \$5,000 contingency is being requested to cover any necessary parts or repairs identified during the annual preventative maintenance, that may not be covered under either warranty, or the maintenance contract.

Financial

Funds are budgeted and available in the General Fund for the Fire Department for the 2026 fiscal year under account number 101.336.344.802.070 Fire Halls Contractual Services General.

Recommendation

In the best interest of the City, City Management recommends waiving the bid process and awarding a contract in the amount of \$13,793.79, to *Breathing Air Systems of Reynoldsburg, OH*, the sole authorized State of Michigan sales and service provider, for the annual preventative maintenance of the nine (9) Fire Department breathing air compressors plus a \$5,000 contingency, for any additional repairs identified during the annual preventative maintenance that may not be covered under either manufacturer warranty or the maintenance contract.

City Management also recommends that City Council approve a reoccurring maintenance contract, with a not to exceed 10% annual cost increase, to *Breathing Air Systems of Reynoldsburg, OH*, pending verification each year prior to the agreement of the contract, the continued sole-source designation by Bauer Compressors.

July 9, 2025

To: Troy MI FD

Ref: Bauer Compressors, Inc. Sole Source Letter.

Please accept this letter as confirmation that Breathing Air Systems is the factory authorized Bauer Compressors, Inc. sole source sales and service distributor in the state of MI. Bauer has appointed Breathing Air Systems to have responsibility for the sales opportunity of new Bauer equipment to the Troy MI Fire Department.

We have had a long-standing relationship with Breathing Air Systems and find them to be a highly focused and customer driven organization. They have the capability of providing sales and service support on all breathing air products manufactured by Bauer. Their primary contact information is as follows:

Breathing Air Systems
8855 E Broad St.
Reynoldsburg, OH 43068
(614) 864-1235

This appointment is valid until July 9, 2026 or until advised in writing, whichever comes first.

Please feel free to contact me if I can provide any additional information or answer any questions for you.

Sincerely,

Bauer Compressors, Inc.

Joseph Lyons

Joseph Lyons
Director of Breathing Air Sales





8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM

OHIO - CORP HQ
614.864.1235
INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749
PENNSYLVANIA
614.515.5765

FLORIDA
352.629.7712
MICHIGAN
517.786.4060

TENNESSEE
423.634.3184
ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email: Eric.emmons@troymt.gov
Phone: (248) 524-3421

Service Location
Troy Fire Dept #1
1019 East Big Beaver
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18383
700134-1
Net 30
Station #1 PM

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

If there is a need for additional repairs and/or replacement parts discovered during the course of regularly scheduled onsite maintenance, the service technician will attempt to contact the customer to advise of the additional charges and to obtain approval. If our service technician is unable to reach the appropriate customer representative for approval while onsite and the Decline Additional Repairs is initialed below, a billable service call will need to be scheduled to complete the additional repairs. All additional parts & labor costs will be invoiced with the standard maintenance due on receipt unless other terms have been provided. All return service visits will be billed separately. Please initial one of the options below:

_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N25950	1	Filter, Intake	\$13.38	\$13.38
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95
Subtotal				\$1,508.66
Shipping				\$0.00
Tax (%)				\$0.00
Total				\$1,508.66

The preventive maintenance is scheduled to be performed for the same month(s) each year in. However, Breathing Air Systems reserves the right to change the regularly scheduled service month(s) at any time. The maintenance program will automatically renew annually unless cancelled by either party in writing at least 60 days prior to the one year anniversary date of this quote date. All renewals are subject to potential annual price increases and individual parts prices may vary from year to year. **Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,200.00. All invoices are due on receipt unless other terms have been provided. Past due invoices will be subject to a 1.5% finance charge.**

Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #1

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email:
Phone: (248) 524-3417

Service Location
Eric Emmons
Troy Fire Dept #2
5600 Livernois
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18384
700134-2

Net 30
Station #2 PM

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- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

If there is a need for additional repairs and/or replacement parts discovered during the course of regularly scheduled onsite maintenance, the service technician will attempt to contact the customer to advise of the additional charges and to obtain approval. If our service technician is unable to reach the appropriate customer representative for approval while onsite and the Decline Additional Repairs is initialed below, a billable service call will need to be scheduled to complete the additional repairs. All additional parts & labor costs will be invoiced with the standard maintenance due on receipt unless other terms have been provided. All return service visits will be billed separately. Please initial one of the options below:

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_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

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Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #2

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM

OHIO - CORP HQ
614.864.1235
INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749
PENNSYLVANIA
614.515.5765

FLORIDA
352.629.7712
MICHIGAN
517.786.4060

TENNESSEE
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ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email:
Phone: (248) 524-3417

Service Location
Eric Emmons
Troy Fire Dept #3 House
2400 West Big Beaver
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18387
700134-3H
Net 30
ST #3 Pm

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

If there is a need for additional repairs and/or replacement parts discovered during the course of regularly scheduled onsite maintenance, the service technician will attempt to contact the customer to advise of the additional charges and to obtain approval. If our service technician is unable to reach the appropriate customer representative for approval while onsite and the Decline Additional Repairs is initialed below, a billable service call will need to be scheduled to complete the additional repairs. All additional parts & labor costs will be invoiced with the standard maintenance due on receipt unless other terms have been provided. All return service visits will be billed separately. Please initial one of the options below:

_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N70	1	Element - Intake Filter.	\$15.98	\$15.98
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95
Subtotal				\$1,511.26
Shipping				\$0.00
Tax (%)				\$0.00
Total				\$1,511.26

The preventive maintenance is scheduled to be performed for the same month(s) each year in. However, Breathing Air Systems reserves the right to change the regularly scheduled service month(s) at any time. The maintenance program will automatically renew annually unless cancelled by either party in writing at least 60 days prior to the one year anniversary date of this quote date. All renewals are subject to potential annual price increases and individual parts prices may vary from year to year. **Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,200.00. All invoices are due on receipt unless other terms have been provided. Past due invoices will be subject to a 1.5% finance charge.**

Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #3

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749
PENNSYLVANIA
614.515.5765

FLORIDA
352.629.7712
MICHIGAN
517.786.4060

TENNESSEE
423.634.3184
ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email:
Phone: (248) 524-3417

Service Location
Eric Emmons
Troy Fire Dept #4
2117 East Maple
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18385
700134-4
Net 30
Station #4 PM

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

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_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N25950	1	Filter, Intake	\$13.38	\$13.38
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95
Subtotal				\$1,508.66
Shipping				\$0.00
Tax (%)				\$0.00
Total				\$1,508.66

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Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #4

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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614.986.1025

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614.515.5765

FLORIDA
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MICHIGAN
517.786.4060

TENNESSEE
423.634.3184
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RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

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MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email: Eric.emmons@troymi.gov
Phone: (248) 524-3419

Service Location
Eric Emmons
Troy Fire Dept #5
6399 John R
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18386
700134-5
Net 30
Station #5 PM

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

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_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N25950	1	Filter, Intake	\$13.38	\$13.38
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95
Subtotal				\$1,508.66
Shipping				\$0.00
Tax (%)				\$0.00
Total				\$1,508.66

The preventive maintenance is scheduled to be performed for the same month(s) each year in. However, Breathing Air Systems reserves the right to change the regularly scheduled service month(s) at any time. The maintenance program will automatically renew annually unless cancelled by either party in writing at least 60 days prior to the one year anniversary date of this quote date. All renewals are subject to potential annual price increases and individual parts prices may vary from year to year. **Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,200.00. All invoices are due on receipt unless other terms have been provided. Past due invoices will be subject to a 1.5% finance charge.**

Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #5

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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614.515.5765

FLORIDA
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517.786.4060

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423.634.3184
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RANDLEMAN, NC 27317

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MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email:
Phone: (248) 524-3417

Service Location
Eric Emmons
Troy Fire Dept #6
5901 Coolidge
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18388
700134-6
Net 30
Station #6 PM

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

If there is a need for additional repairs and/or replacement parts discovered during the course of regularly scheduled onsite maintenance, the service technician will attempt to contact the customer to advise of the additional charges and to obtain approval. If our service technician is unable to reach the appropriate customer representative for approval while onsite and the Decline Additional Repairs is initialed below, a billable service call will need to be scheduled to complete the additional repairs. All additional parts & labor costs will be invoiced with the standard maintenance due on receipt unless other terms have been provided. All return service visits will be billed separately. Please initial one of the options below:

_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N25950	1	Filter, Intake	\$13.38	\$13.38
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95
Subtotal				\$1,508.66
Shipping				\$0.00
Tax (%)				\$0.00
Total				\$1,508.66

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Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD #6

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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217.768.4408



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RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title:
Email: Eric.emmons@troymi.gov
Phone: (248) 515-9803

Service Location
Troy FD St #5 Mobile
6399 John R Rd
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18389
700134-5M

Net 30
Station #5mobile
PM

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
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- Lubrication of oil pump chain
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- A complete 56-point check list

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_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
058825	1	Cartridge - 27 in. Dryer	\$164.52	\$164.52
M301	2	O-ring - chamber Mako/Bauer.	\$8.64	\$17.28
M305	2	Ring - backup - chamber Mako/Bauer.	\$8.58	\$17.16
N25886	1	Filter - Intake H19 - H25	\$16.86	\$16.86
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95

Subtotal \$1,693.88

Shipping \$0.00

Tax (%) \$0.00

Total \$1,693.88

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Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD St #5 Mobile

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

**BREATHING AIR COMPRESSORS | FILL STATIONS | CASCADES | MOBILE AIR TRAILERS
FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS**

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

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INDIANA/KENTUCKY
614.986.1025

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RANDLEMAN, NC 27317

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MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric Emmons
Title: LT
Email: Eric.Emmons@troymt.gov
Phone: (248) 524-3421

Service Location
Eric Emmons
Troy Fire Dept Storage
4693 Rochester Rd
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18390
700134-S

Net 30
ST #Storage Pm

Scope of Work:

A Breathing Air Systems certified technician will conduct an extensive inspection of your breathing air system. The standard maintenance program includes the following:

- Oil & Filter Change
- Oil Disposal
- Replacement of Purification Cartridges
- Inspection of Intake Filter
- CFM output flow check
- Oil pressure check & adjustment
- Inspection of auto-drain system
- Maximum pressure check
- Inspection of safety valves
- Inspection & tightening of all head & cylinder bolts, etc
- Clean & inspection of final separator
- Check & adjustment of drive belt
- Lubrication of oil pump chain
- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

Program Terms

The customer shall provide free access to all equipment & utilities during normal business hours (7 am to 7 pm) so that service & repairs can be completed for this maintenance program. If multiple units are being quoted, the quoted price is based on performing all services on each unit at the same time. If not serviced at the same time, additional charges will be incurred.

If there is a need for additional repairs and/or replacement parts discovered during the course of regularly scheduled onsite maintenance, the service technician will attempt to contact the customer to advise of the additional charges and to obtain approval. If our service technician is unable to reach the appropriate customer representative for approval while onsite and the Decline Additional Repairs is initialed below, a billable service call will need to be scheduled to complete the additional repairs. All additional parts & labor costs will be invoiced with the standard maintenance due on receipt unless other terms have been provided. All return service visits will be billed separately. Please initial one of the options below:

_____ Approve Additional Repairs up to \$500.00
_____ Approve Additional Repairs up to \$_____ (enter your approval limit)
_____ Decline Additional Repairs
_____ Enter Purchase Order #

Sales Rep Name: Angela Duvall
Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

Labor & Parts Included with your Maintenance Program

Item	Quantity	Description	Rate	Amount
PM-1	1	Annual Preventative Maintenance	\$450.00	\$450.00
SLP-HP-WITH MAINTENANCE B/A	1	Before and After Air Tests taken during purification filter replacement. NFPA 1989: 5.2.1.1	\$205.00	\$205.00
SLP-PROGRAM-3X	1	Three High Pressure Air Test Kits shipped to Customer from Air Test lab to be taken by Customer and returned to lab by Customer as part of the Air Test Program.	\$310.00	\$310.00
060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
M301	1	O-ring - chamber Mako/Bauer.	\$8.64	\$8.64
M305	1	Ring - backup - chamber Mako/Bauer.	\$8.58	\$8.58
N70	1	Element - Intake Filter.	\$15.98	\$15.98
MD1230	1	Oil, Petroleum, 1 gallon	\$35.78	\$35.78
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95

Subtotal \$1,351.47

Shipping \$0.00

Tax (%) \$0.00

Total \$1,351.47

The preventive maintenance is scheduled to be performed for the same month(s) each year in. However, Breathing Air Systems reserves the right to change the regularly scheduled service month(s) at any time. The maintenance program will automatically renew annually unless cancelled by either party in writing at least 60 days prior to the one year anniversary date of this quote date. All renewals are subject to potential annual price increases and individual parts prices may vary from year to year. **Note: Payment by Credit Card will incur a convenience fee totaling 3.0% of the transaction amount on all transactions exceeding \$1,200.00. All invoices are due on receipt unless other terms have been provided. Past due invoices will be subject to a 1.5% finance charge.**

Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD Storage

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



8855 E. BROAD STREET
REYNOLDSBURG, OH 43068

SALES & SERVICE CENTERS
SALES@SAFEAIRSYSTEMS.COM | SERVICE@SAFEAIRSYSTEMS.COM

OHIO - CORP HQ
614.864.1235
INDIANA/KENTUCKY
614.986.1025

NORTH CAROLINA
336.674.0749
PENNSYLVANIA
614.515.5765

FLORIDA
352.629.7712
MICHIGAN
517.786.4060

TENNESSEE
423.634.3184
ILLINOIS
217.768.4408



210 LABRADOR DR.
RANDLEMAN, NC 27317

WWW.BREATHINGAIR.COM | WWW.SAFEAIRSYSTEMS.COM

THE NATION'S LARGEST DISTRIBUTOR OF



MAINTENANCE QUOTE

Breathing Air Systems
8855 E Broad Street
Reynoldsburg OH 43068
US

Bill To
Troy Fire Dept
500 W Big Beaver
Troy MI 48084
United States

Requested By: Eric
Title:
Email:
Phone: (248) 524-3417

Service Location
Eric Emmons
Troy Fire Dept - Training Center
4850 John R
Troy MI 48084
United States

Quote Date:
Quote #:
Customer ID:
Payment Method
Terms
PO#

07/14/2025
QUO-OH18391
700134-TC

Net 30
Station Training
Center mobile PM

Scope of Work:

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- Inner stage & final stage gauge reading
- Operational checks for fill station & compressor
- A complete 56-point check list

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Sales Rep Email: aduvall@breathingair.com
Sales Rep Phone: (614) 986-1019

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060037A	1	Cartridge - SECURUS Bauer	\$283.69	\$283.69
058825	1	Cartridge - 27 in. Dryer	\$164.52	\$164.52
M301	2	O-ring - chamber Mako/Bauer.	\$8.64	\$17.28
M305	2	Ring - backup - chamber Mako/Bauer.	\$8.58	\$17.16
N25886	1	Filter - Intake H19 - H25	\$16.86	\$16.86
N25326KIT	1	Kit Oil Filter Bauer Gen II	\$64.01	\$64.01
OIL-0024/GAL	1	Oil, chemlube 800, gallon	\$131.56	\$131.56
HAZ MAT FEE	1	Haz Mat Fee - Oil Disposal	\$18.85	\$18.85
Shop-Fleet Supplies	1	Shop-Fleet Supplies	\$14.95	\$14.95

Subtotal \$1,693.88

Shipping \$0.00

Tax (%) \$0.00

Total \$1,693.88

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Your signature authorizes Breathing Air Systems to provide maintenance and service for your breathing air equipment and confirms Breathing Air Systems as your Bauer Dealer of Record. All Quotes are valid for 30 days

Purchaser: Troy Fire Dept : Troy FD- Training Center

Print Name: _____

Signature: _____

Title: _____

Date: _____

PLEASE REMIT SIGNED QUOTE ACKNOWLEDGEMENT & APPROVAL TO: Angela Duvall

**BREATHING AIR COMPRESSORS | FILL STATIONS | CASCADES | MOBILE AIR TRAILERS
FULL SERVICE | PARTS | AIR ANALYSIS PROGRAM | PREVENTIVE MAINTENANCE PROGRAMS**

SERVICE COORDINATOR:

- Angela Duvall, Service Coordinator
- aduvall@breathingair.com
- (614) 986-1019
-



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-08

CITY COUNCIL AGENDA ITEM



Date: August 18, 2025

To: Frank A. Nastasi, City Manager

From: Robert Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Peter Hullinger, Fire Chief
Shawn Hugg, Deputy Fire Chief
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Motorola Minitor 7 Pagers for the Troy Fire Department

History

The Troy Fire Department currently utilizes Motorola Minitor VI, VHF voice radio pagers as the primary alerting method to summon volunteer fire fighters for response to emergencies. The current model of pager was purchased in 2017, and is no longer covered under warranty. Due to their age, daily usage, and conditions they are exposed to during TFD operations, these pagers are beginning to fail, and have become cost prohibitive to repair and maintain.

Purchasing

The current Motorola Minitor VI pagers were bid in 2017, with an award to *Leavitt Communications of Paradise Valley, AZ* at the October 9, 2017 City Council Meeting (Resolution #2017-10-165-J-4f). This vendor has a longstanding relationship with the Troy Fire Department, providing equipment, and the facilitation of warranty repairs. As the present vendor of record, *Leavitt Communications of Paradise Valley, AZ* was contacted for FY26 budgetary pricing of replacement equipment, Motorola Minitor 7 pagers, which was received at \$437.50 each, and was utilized to establish the Capital Improvement Fund budgetary request.

Currently, there is also a \$50 per pager rebate available from United Communications Corp., the Motorola Authorized Pager Distributor in the United States, if the Motorola Minitor 7 pager is purchased from an authorized dealer and prior to August 28, 2025. Utilizing this rebate program, from an authorized dealer, would net an additional \$7,500.00 savings on the purchase of the required one-hundred fifty (150) pagers.

The Motorola Minitor 7 pager is available for purchase on the State of Michigan MiDEAL, Master Agreement Contract # 210000000897, at a contract price of \$531.90 which is 10% off of the \$591.00 list price. However, as a State Contract, the \$50 per pager rebate would not apply (per terms of rebate).



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Additionally, to meet the August 28, 2025 timeline for purchase to obtain the rebate savings, there would not be sufficient time to complete the formal bid process, subsequently have it approved by City Council, and complete the purchase. To accommodate meeting the compressed timeline, pricing for one-hundred fifty (150) Motorola Minitor 7 pagers with a 5-year warranty and four (4) programming bases, was solicited from multiple authorized distributors, including from our current vendor of record, *Leavitt Communications of Paradise Valley, AZ*. The bid from Leavitt Communications, LLC is very competitive when checked against current market prices for this particular pager, at \$74,225.00 minus the \$7,500 rebate, totaling \$66,725.00. Additionally, *Leavitt Communications of Paradise Valley, AZ* has agreed to provide the City of Troy the rebate discount at the time of purchase, and manage the recovery of the rebate funds internally within their company. Comparative pricing, from an authorized dealer offering the available rebate, *Magnum Electronics of Dover, DE*, came in at \$87,047.80, minus the \$7,500 rebate, totaling \$79,547.80. The State of Michigan MiDEAL cooperative pricing, if purchased via the contract from an authorized vendor would total, as there is no rebate available, \$88,227.44.

Waiving the formal bid process and purchasing the one-hundred fifty (150) Motorola Minitor 7 pagers with a 5-year warranty and four (4) programming bases directly through *Leavitt Communications of Paradise Valley, AZ*, for an estimated total cost of \$66,725.00 as detailed in the attached quote, will allow the City to utilize the \$7,500 rebate and provide a net savings of \$21,502.44.

Financial

Funds are budgeted and available in the Fire Department's Communications Capital Fund under Project Number 2026C0007 for the 2026 fiscal year. Expenditures will be charged to account number 401.336.343.978.020.

Recommendation

In the best interest of the City of Troy, City Management recommends waiving the bid process and awarding a contract to *Leavitt Communications of Paradise Valley, AZ* to purchase one-hundred fifty (150) Motorola Minitor 7 pagers with 5-year warranty and four (4) programming bases for an estimated total cost of \$66,725.00, which includes a rebate \$7,500 if purchased by August 28, 2025.



Leavitt Communications LLC
7508 North Red Ledge Dr.
Paradise Valley, AZ 85253-2850
Phone: 847-955-0511
Fax: 270-447-1909

QUOTATION

Page 1

100002636

Bill To:

City of Troy Fire
500 West Big Beaver Road
Troy, MI 48084

Ship To:

City of Troy Fire
500 West Big Beaver Road
Troy, MI 48084

Date: 01/28/2025		Customer Rep: Philip Leavitt		Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Extended	

*If an order is received by 28 August 2025, you will be entitled to the \$50.00 per pager (\$7,500.00) discount line on my quote.
Any order received 29 August or later will NOT receive the discount.*

150	M7:A03JAC9KA1AN	Minitor 7 VHF 5 Channel I.S. Pager 151-174.995 mhz w/Battery, Charger & 2 Year Factory Warranty & Desk Charger list \$591.00 List price \$591.00 each	437.50	65,625.00
150	M7:ZRAA0641AA	3 Year Extended Warranty (to 5 Years) list \$60.00 List price \$60.00	54.00	8,100.00
4	M7:RLN6568	Minitor 7 Programming Kit list \$95.23 List price \$95.23	87.50	350.00
1	Freight	Shipping & Handling Shipping charges to be determined	150.00	150.00
-1	Promotion Discount	Discount	-7,500.00	-7,500.00

Our FEIN # is 20-1566622

Cage Code 33KG2

Subtotal : \$66,725.00
Tax : \$0.00
Total Quote : \$66,725.00

Phone #	Fax #	Email	Web Site
847-955-0511	270-447-1909	pcleavitt@leavittcom.com	http://www.leavittcom.com

Thank you for this opportunity.



500 West Big Beaver
Troy, MI 48084
troymi.gov

I-09

CITY COUNCIL AGENDA ITEM



Date: August 20, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Robert Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Peter Hullinger, Fire Chief
Mike Koehler, Deputy Fire Chief
Mike Giorgi, Police Captain
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award – Emergency Medical Services

History

On March 23, 1981, the City Council accepted a proposal from Suburban Ambulance Service (Suburban) to furnish Advanced Life Support and Transportation Services from the premises located at 5930 Livernois Road, with no cost to the City of Troy (Resolution #81-241). The City has been contracting with a third party for Emergency Medical Services (EMS) ever since. The City Council approved the most recent three-year agreement with Alliance Mobile Health (Alliance) on December 5, 2022 (Resolution #2022-12-180).

On November 20, 2023, the City Council approved an Agreement with Fitch and Associates (Resolution #2023-11-166-J-5). Fitch and Associates performed a comprehensive EMS feasibility study and delivered its findings and recommendations to the City Council on December 9, 2024. The study found that performance metrics were not being met, indicating the need for changes.

On December 11, 2023, the City Council approved an amendment to the agreement effective January 1, 2024 (Resolution #2023-12-177). Before that, the City did not pay any fee for ambulance service. Instead, the provider billed patients for ambulance services. Those costs are often covered by Medicare and/or private medical insurance.

On March 10, 2025, the City Council held a special meeting regarding EMS. City management identified three options for proceeding when the current EMS agreements expire on December 31, 2025, and sought the City Council's guidance on the best course of action. City staff prepared for the continued public subsidy of private service provision by preparing a new RFP.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing

- On May 16, 2025, a Request for Proposal for Emergency Medical Services was issued and posted on Bidnet Direct/MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy. Two hundred sixty-nine (269) vendors were notified of this bid opportunity. Below is a summary of potential companies:

Companies notified via MITN	269
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	38
Troy Companies that viewed the bid	0

MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. **Active MITN** members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, and Quote opportunities with the City. **Active MITN non-paying members** are responsible to monitor and check the MITN website for opportunities to do business with the City. **Inactive MITN member** status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- May 22, 2025, a Mandatory Pre-Proposal meeting was held at Troy City Hall. The RFP submittal requirements, scope of work, operational requirements, alternate proposal options and project timeline were reviewed. Clarifications were discussed and questions answered which resulted in the issuance of an Addendum summarizing the meeting. Five (5) companies attended the Pre-Proposal meeting as listed below:

AmeriPro Health EMS
Universal Macomb Ambulance
LifeLine Ambulance
Star EMS
Medstar Ambulance

Romulus, MI
Sterling Heights, MI
Lincoln Park, MI
Pontiac, MI
Clinton Township, MI

- June 12, 2025, a bid opening was conducted as required by City Charter and Code for Emergency Medical Ambulance Services. Proposals were submitted electronically on the MITN site and only the names of the companies were read. One (1) bid proposal was received.

Star EMS
AmeriPro EMS of Michigan LLC

Pontiac, MI
Atlanta, GA (No bid response)

- Committee Members from the Fire and Police Departments reviewed and evaluated the proposal.
- The Committee Members were as follows:
 - Peter Hullinger, Fire Chief
 - Bob Bruner, Deputy City Manager
 - Michael T Koehler, Deputy Fire Chief
 - Michael Villerot, Police Lieutenant
 - Michael Giorgi, Police Captain
 - Sam Kalef, Communications Manager
- The Selection Committee completed an in-depth review of Star EMS's proposal. Evaluation criteria included experience, knowledge, company and personnel qualifications, work plan, answers to questionnaire and overall ability of the company to meet the City's operational requirements.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- Committee Members interviewed Star's management team on June 25, 2025 and also conducted a site visit on August 6, 2025.
- Based on the proposal evaluation, interview, site visit and pricing, the Selection Committee, in the best interest of the City, unanimously recommends awarding a contract to the sole proposer, *Star EMS of Pontiac MI* as a best value award.
- Star's references were checked and the Bid Tabulation is attached.

Financial

Funds are budgeted and available in the General Fund for the Fire Department for the 2026 fiscal year under account number 101.336.338.802.010 Fire Operations Contractual Services 1st Responder.

Recommendation

City Management recommends awarding a two (2) year contract with the option to renew annually for three (3) additional years to provide Emergency Medical Services for the City of Troy to the sole bidder, *Star EMS of Pontiac, MI*, as a result of a best value process, for a total estimated not to exceed amount of \$771,144.00 for year 1 and \$794,268.00 for year 2, as contained in the bid tabulation opened on June 12, 2025. The award is contingent upon the Firm's submission of properly executed bid documents including insurance certificates and all specified requirements.

VENDOR NAME: Star EMS
CITY: Pontiac, MI

PROPOSAL: TO PROVIDE EMERGENCY MEDICAL AND ADVANCED LIFE SUPPORT AMBULANCE SERVICES (ALS) for the City of Troy for 2 YEARS with an OPTION TO RENEW FOR 3 1-YEAR TERMS

PROPOSED PRICING:

A. ADVANCED LIFE SUPPORT AMBULANCE AND RELATED SERVICES

Provide advanced life support ambulance and related services at a Minimum Response Time Standard of 6 minutes 00 seconds for 90% of emergency responses, 24 hours, 7 days, 365 days a year. Services shall include the following dedicated vehicles: 5 ALS 7am – 7 pm and 4 ALS 7 pm – 7am.

	# of Ambulances	Hourly Schedule	Cost Per Month
Year 1	5 - Advanced Life Support 4 - Advanced Life Support	7am - 7pm 7pm - 7am	\$64,262.00
Year 2	5 - Advanced Life Support 4 - Advanced Life Support	7am - 7pm 7pm - 7am	\$66,189.00
Total Annual Cost Year 1:			\$771,144.00
Total Annual Cost Year 2:			\$794,268.00
TOTAL ADVANCED LIFE SUPPORT AMBULANCE & RELATED SERVICES COST (Year 1 & 2):			\$1,565,412.00

B. ALTERNATE PROPOSALS

Option 1: PERFORMANCED BASED PROPOSAL

Provide an ALS service model and related services to meet the required 6-minute response time for 90% of all emergency calls, 24 hours a day, 7 days a week, 365 days a year. Proposer shall include details and methodology for this performance-based service model.

Year 1 (Monthly Cost)	\$24,328.00
Year 2 (Monthly Cost)	\$25,058.00
Total Annual Cost Year 1:	\$291,936.00
Total Annual Cost Year 2:	\$300,696.00
TOTAL PERFORMANCED BASED PROPOSAL (Year 1 & 2):	\$592,632.00

Model Details:

Rather than stationing five dedicated ambulances in the City of Troy at all times, Star EMS will use a fleet-based system status management (SSM) approach, which allows for the allocation of available resources based on: Real-time call demand, Historical response data, Time-of-day and day-of-week trends, Unit availability and proximity. This approach ensures ALS resources from our system-wide fleet, without requiring fixed, dedicated units that may sit idle during lower demand periods.

Option 2: INNOVATIVE SYSTEM MODEL

Customized Emergency Medical and Transportation Service Model that may include ALS, BLS and First Responder services and any combination thereof, recommended by the firm that at a minimum can meet the City's Response Time Requirement of 6 minutes 00 seconds for 90% of emergency responses. Include all details explaining the workflow, anticipated hours and deployment of this model.

Year 1 (Monthly Cost)	\$24,328.00
Year 2 (Monthly Cost)	\$25,058.00
Total Annual Cost Year 1:	\$291,936.00
Total Annual Cost Year 2:	\$300,696.00
TOTAL INNOVATIVE SYSTEM MODEL (Year 1 & 2):	\$592,632.00

Model Details:

A customized, performance-based EMS delivery system designed to meet or exceed the City of Troy's 6-minute response time through a flexible, tiered response model that efficiently leverages ALS, BLS, and first responder units. Low-acuity may be assigned to BLS units based on EMD triage, optimizing ALS availability for high-acuity calls.

C. ADDITIONAL CHARGES

1. BLOOD DRAWS requested by Troy Police Dept.	\$100/Each		
2. AMBULANCE USER FEE SCHEDULE attached & labeled:	Charge Code	Level of Care	Fee Screen
	AO433	ALS-EMERG II	\$1,250.00
	AO427	ALS-EMERG	\$1,000.00
	AO426	ALS-NON EMERG	\$1,000.00
	AO429	BLS-EMERG	\$850.00
	AO428	BLS-NON EMERG	\$850.00
	AO425	MILEAGE	\$18.00

Vendor Questionnaire Provided:	Y or N	Y
Renewal Section Signed:	Y or N	Y
Indemnification/Hold Harmless Clause Signed:	Y or N	Y
References:	Y or N	Y
Terms:	Y or N	Not Specified
Attended Mandatory Pre-Proposal Meeting:	Y or N	Y
Exceptions:		None
Signed Acknowledgement:	Y or N	Y
Signed Addendum:	Y or N	Y
Forms:	Y or N	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Pete Hullinger
Mike Koehler
Andrew Chambliss
Nellie Bert
Dina Gates

No Bid: AmeriPro EMS of Michigan LLC

Emily Frontera
Purchasing Manager

Pastor Steven Conway from Troy Seventh Day Adventist Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, August 11, 2025, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Hirak Chanda
- Mark Gunn
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C-1 No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D-1 No Carryover Items

E. PUBLIC HEARINGS:

E-1 Public Hearing – Conditional Rezoning (JPCR2025-002) – Proposed Northland Enclave, West Side of Corporate, North of Long Lake (5455 Corporate, PIN 88-20-08-451-004), Section 8, From O (Office) Zoning District to CB (Community Business) and MF (Multi-Family) Zoning Districts

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving no comment.

Resolution #2025-08-102
Moved by Hodorek
Seconded by Gunn

WHEREAS, The City is in receipt of a proposed rezoning request from O (Office) District to CB (Community Business) and MF (Multifamily) District; and,

WHEREAS, The subject property to be conditionally rezoned is located on the west side of Corporate, north of Long Lake, 5455 Corporate, PIN 88-20-08-451-004, being approximately 8.22 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing held on May 13, 2025; and,

WHEREAS, The Planning Commission, by a vote of 9-0, recommends approval of the conditional rezoning; and,

WHEREAS, The proposed conditional rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The conditional rezoning would permit greater flexibility in use and development of the property; and,

WHEREAS, The conditions offered by the applicant reasonably protect the adjacent properties; and,

WHEREAS, The conditional rezoning would be compatible with surrounding zoning and land use; and,

WHEREAS, The proposed conditional rezoning meets the Standards for Rezoning Approval listed in Section 16.04.C(3) of the City of Troy Zoning Ordinance;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the O District to be conditionally rezoned to CB and MF District.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the Conditional Rezoning Agreement and related attachments.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Conditional Rezoning Agreement on behalf of the City of Troy.

BE IT FINALLY RESOLVED, That the City of Troy Zoning District Map is hereby **AMENDED**.

Yes: All-7
No: None

MOTION CARRIED

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – None; b) City Council Appointments – None

a) Mayoral Appointments: None

b) City Council Appointments: None

I-2 Board and Committee Nominations: a) Mayoral Nominations – None; b) City Council Nominations – None

a) Mayoral Nominations: None

b) City Council Nominations: None

I-3 No Closed Session Requested

**I-4 Bid Waiver – Professional Services – Police Department Testing Services
(Introduced by: Josh Jones, Police Chief)**

Resolution #2025-08-103

Moved by Chanda

Seconded by Chamberlain-Creanga

WHEREAS, Empco, Inc. has been providing testing and hiring services to the City's Police Department for 30 years and has provided this service to several other surrounding municipalities; and,

WHEREAS, Empco, Inc. meets departmental needs and complies with Act 78 Commission requirements, including the requirements to be fair and impartial; and,

THEREFORE, BE IT RESOLVED, That formal bidding procedures for this professional service is hereby **WAIVED**, since the public interest is best served by contracting with *Empco, Inc.*

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the attached contract authorizing *Empco, Inc. of Troy, MI* to provide police promotional testing services as detailed in the agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the Police Chief is **AUTHORIZED** to **EXECUTE** the agreement on behalf of the City, authorizing *Empco, Inc.* to conduct the Police Department promotional testing, in accordance with the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I-5 Approval of Oakland County Parks Grant and Budget Amendment for Boulan Park's Inclusive Play Area (*Introduced by: Kurt Bovensiep, DPW Director*)

Resolution #2025-08-104
Moved by Chamberlain-Creanga
Seconded by Gunn

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the County of Oakland, by and through, its statutory agent, the Oakland County Parks and Recreation Commission ("OCPRC") and the City of Troy for the County of Oakland - Park Development Agreement - Inclusive Playground at Boulan Park with a total grant amount of \$250,000.00; and **AUTHORIZES** the Mayor and City Clerk to execute the necessary documents, a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Capital Fund Revenue account 401.000.584.100 and the Capital Fund Expenditure account 401.770.771.974.1000 for \$250,000.00.

Yes: All-7
No: None

MOTION CARRIED

I-6 Contract Ratification – American Federation of State, County, and Municipal Employees (AFSCME) (*Introduced by: Jennifer Sloan, Deputy Human Resources Director*)

Resolution #2025-08-105
Moved by Hodorek
Seconded by Chanda

RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the American Federation of State, County, and Municipal Employees (AFSCME) for the period July 1, 2025 through June 30, 2028, and the Mayor and City Clerk are **AUTHORIZED** to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

I-7 2025 City Council Meeting Schedule (Introduced by: Frank Nastasi, City Manager)

Resolution #2025-08-106

Moved by Baker

Seconded by Hamilton

RESOLVED, That Troy City Council **RESCHEDULES** the Monday, October 6, 2025 Special Meeting Closed Session – City Manager and City Attorney Evaluations for the following date at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, September 29, 2025 Closed Session-City Manager and City Attorney Evaluations

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes: All-7

No: None

MOTION CARRIED**J. CONSENT AGENDA:**

J-1a Approval of “J” Items NOT Removed for Discussion

Resolution #2025-08-107-J-1a

Moved by Hamilton

Seconded by Chamberlain-Creanga

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7

No: None

MOTION CARRIED

J-1b Address of “J” Items Removed for Discussion by City Council

J-2 Approval of City Council Minutes

Resolution #2025-08-107-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

- a) City Council Minutes-Draft – July 28, 2025

J-3 Proposed City of Troy Proclamations:

Resolution #2025-08-107-J-3

- a) Service Commendation for Community Affairs Director Cynthia “Cindy” Stewart

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – Troy Downtown Development Authority Banner Installation and Handling**

Resolution #2025-08-107-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for five (5) additional one-year periods for Troy Downtown Development Authority Banner Installation and Handling to the sole bidder meeting specifications, *Banner Sign Co. of Detroit, MI* for an estimated annual cost of \$46,582.20 in year one and \$47,979.68 in year two plus replacement and repairs costs as needed at unit prices contained in the bid tabulation opened July 24, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2032.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

- b) **Standard Purchasing Resolution 4: OMNIA Partners Cooperative Contract – Toro Workman Utility Vehicles**

Resolution #2025-08-107-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Spartan Distributors of Sparta, MI* for the purchase of two (2) Toro Workman MDX (#07409) for an estimated total cost of \$26,782.94 less the trade-in value of one (1) EZ-Go Terrain 250, at prices detailed and contained in the attached quote as per the Omnia Partners Contract #2023261, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

- c) **Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract – Pressure Reducing Valve (PRV) Vault Lifting Beam Installation**

Resolution #2025-08-107-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Limbach, Inc. of Pontiac, MI* to provide all labor and materials for the installation of the PRV lifting beams at Pressure Reducing Vault #9 and #2 for an estimated cost of \$51,900, as detailed in the attached

proposal and per the Oakland County Extended Purchasing Contract #009746; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed contract documents, including insurance certificates and all other specified requirements

d) Standard Purchasing Resolution 4: Award – State of Michigan MiDEAL Cooperative Purchasing Agreement – DPW Replacement Construction Equipment

Resolution #2025-08-107-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase a replacement John Deere 624P Wheel Loader with attachments from *AIS Construction Equipment Corporation of New Hudson, MI*, the authorized Michigan dealer for John Deere construction equipment, as per the State of Michigan MiDEAL Cooperative Contract #240000000158 for an estimated total cost of \$327,422.41, less the trade-in amount of \$29,000, for a total estimated cost of \$298,422.41 as detailed in the attached quote; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

e) Standard Purchasing Resolution 4: OMNIA Partners Contract – Department of Public Works Access Control Equipment and Installation, and Oakland County Extended Purchasing Contract – Department of Public Works Electrical and Cabling Installation

Resolution #2025-08-107-J-4e

RESOLVED, That Troy City Council hereby **AWARDS** contracts to *Wadsworth Solutions of Perrysburg, OH* for the purchase and installation of access control equipment at the Department of Public Works, for an estimated cost of \$64,851 as detailed in the attached proposal and per the Omnia Partners Purchasing Cooperative Contract #R220703, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **AWARDS** a contract to *Shaw Service and Maintenance of Southfield, MI* for the installation of the electrical and access control cabling at the Department of Public Works, for an estimated cost of \$20,670.00 as detailed in the attached proposal and per the Oakland County Cooperative Purchasing Contract #010460, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed contract documents, including insurance certificates and all other specified requirements.

f) Standard Purchasing Resolution 4: Oakland County Extended Purchasing Contract and Sourcewell Cooperative Purchasing Contract – IT Generator Replacement

Resolution #2025-08-107-J-4f

RESOLVED, That Troy City Council hereby **APPROVES** contracts for the removal and installation of the IT Generator to *Shaw Systems of Southfield, MI* for an estimated cost of \$10,639 as detailed in proposal SCOT241209001, as per the Oakland County Extended Purchasing Contract #010460, and to *Wolverine Power Systems of Wixom MI* for the purchase of the Generator for an estimated cost of \$16,225 as detailed in proposal 25-0657-ICCDb, as per the Sourcewell Cooperative Contract #092222-GNR; copies of which shall be **ATTACHED** to the original Minutes of this Meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a 15% contingency amount of \$4,029.60 for an estimated not to exceed project total cost of \$30,893.60.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon the submission of properly executed contract documents, including insurance certificates and all other specified requirements.

J-5 Request for Recognition as a Nonprofit Organization from Elli's House

Resolution #2025-08-107-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the request from Elli's House, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

J-6 Private Agreement – Contract for Installation of Municipal Improvements - Lange View Townhouses – Project No. 23.903.3

Resolution #2025-08-107-J-6

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and 4080 Troy, LLC for the installation of Water Service, Sanitary Service, Storm Sewer, Underground Detention Basin, Concrete Pavement & Sidewalk; and **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-7 Private Agreement – Contract for Installation of Municipal Improvements – The Rookery of Troy – Project No. 24.919.3

Resolution #2025-08-107-J-7

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Tableau Mondrian for the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Underground Detention Basin, Concrete Pavement & Sidewalk; and **AUTHORIZES** the Mayor and City Clerk to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-8 Traffic Committee Recommendations – July 16, 2025

Resolution #2025-08-107-J-8

4. Request for Traffic Control – Williams Drive at Castleton Drive

RESOLVED, That the Williams Drive Approach at Castleton Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

5. Request for Traffic Control – Wendover Road at Oakhill Drive

RESOLVED, That the Wendover Approach at Oakhill Drive **BE MODIFIED** from YIELD CONTROLLED to STOP CONTROLLED.

J-9 Stormwater Management Operations and Maintenance Agreement, Kemp Brothers Investments, LLC, Sidwell #88-20-34-227-025

Resolution #2025-08-107-J-9

RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and Kemp Brothers Investments, LLC, outlining a plan to install, maintain, and operate a private stormwater system and underground detention facility on the property owned by Kemp Brothers Investments, LLC and identified with Sidwell #88-20-34-227-025.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to execute the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED** to **RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-10 Request for Acceptance of a Permanent Easement, Sidwell #88-20-11-226-041

Resolution #2025-08-107-J-10

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers and surface drainage from the Surilkumar Pravinchandra Patel, Dipti Patel, Pravinchandra Pragjibhai Patel and Usha Pravinchandra Patel, owners of the property having Sidwell #88-20-11-226-041.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J-11 Request for Acceptance of Four Permanent Easements, MNK Troy 1, LLC, Sidwell #88-20-14-152-001 and #88-20-14-401-031

Resolution #2025-08-107-J-11

RESOLVED, That Troy City Council **ACCEPTS** four permanent easements for public and franchise utilities, sanitary sewers, water mains and emergency ingress and egress for emergency services from MNK Troy1, LLC, owner of the properties having Sidwell #88-20-14-152-001 and #88-20-13-401-031.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easements with Oakland County Register of Deeds, copies of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Dale Murrish	Commented on the amount of litter on roadsides
--------------	--

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Mayor Baker commented that he is shocked at the number of people who litter, even after all the years of messaging against littering. City Attorney Bluhm commented that there is an ordinance prohibiting littering and the penalties are to the extent allowed by state law.

Council Member Chamberlain-Creanga commented that property owners are responsible for litter on private property. She also commented that residents volunteer for Spring clean-up events.

Mayor Pro Tem Gunn commented that litter on the Somerset's private property should be brought to Somerset's management's attention.

Council Member Chanda commented on what we can do as a community to clean up litter in Troy.

Council Member Hodorek commented that on a positive note she has visited numerous parks in Troy and noted that DPW, Facilities and Grounds does an amazing job keeping Troy's parks well-maintained and looking great.

N. COUNCIL REFERRALS:

Items Advanced to the City Manager by the Mayor and City Council Members for Placement on the Agenda

N-1 No Council Referrals Submitted**O. REPORTS:****O-1 Minutes – Boards and Committees: None Submitted****O-2 Department Reports:**

- a) 2025 Bond Proposal Communications Plan Updates
Noted and Filed
-

O-3 Letters of Appreciation:

- a) To Legal Assistant David Raymer
Noted and Filed
-

O-4 Proposed Proclamations/Resolutions from Other Organizations: None Submitted**P. COUNCIL COMMENTS:****P-1 Council Comments**

Council Member Brooks commented that the Summer Sensation concerts have been great offering live music and refreshments, and the next one is August 21st at 6:30 PM. She said that there is a City of Troy booth at the concerts offering information to the public about the upcoming bond proposal.

Council Member Chamberlain-Creanga commented about the 2025 Bond Proposal brochure and asked if it is available as a PDF, so it can be shared with the neighborhood associations. City Manager Nastasi said City Staff will look into emailing the brochure to the neighborhood associations. She also asked if a glossary can be included on the website to help educate the public by explaining some of the terminology included in the brochure.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**R. CLOSED SESSION****R-1 No Closed Session**

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 8:54 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

October 6, 2025Special Meeting/Closed Session-City Manager/City Attorney Evaluations

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

August 25, 2025..... Regular Meeting
September 8, 2025 Regular Meeting
September 29, 2025 Regular Meeting
October 6, 2025 Regular Meeting
October 20, 2025 Regular Meeting
November 10, 2025 Regular Meeting
November 17, 2025 Regular Meeting
December 1, 2025 Regular Meeting
December 15, 2025 Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04a

CITY COUNCIL AGENDA ITEM



Date: August 20, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: OMNIA Partners Cooperative Purchasing Contract and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Fire-Police Training Center Shower Remodel

History

The showers at the Fire-Police Training Center are in need of renovation to meet the training and operational needs of the Troy Fire and Police Departments, as well as the numerous outside agencies that use the facility. For the Fire Department, the showers are heavily used during the annual Fire Academy, which runs from January to June with 30 to 35 students enrolled, and by department staff after training evolutions or fire runs. The Training Center also serves as a regional resource for groups such as the North Oakland Training Group (NOTG), South Oakland Fire Association (SOFA), Regional Alliance for Firefighter Training (RAFT), Oakland Community College (OCC), and others. Troy fire stations regularly train at the site, using the classrooms, training tower, and apparatus bay, while the Police Department hosts more than 15 events annually for law enforcement agencies across the area.

With the recent addition of a dedicated workout area, shower use is expected to increase further, as physical fitness is a key component of firefighter and police officer readiness. These updates will enhance user comfort, and preserve the professional image the City presents to regional partners. All work will be performed with in-house Facilities Staff.

Purchasing

- Pricing for the Fire-Police Training Center Shower Remodel materials has been secured from *Home Depot* through the OMNIA Partners Purchasing Contract #16154 as detailed in the attached quote H2706-345205.
- City Council authorized participation in the Cooperative Purchasing Programs on February 5, 2024 (Resolution #2024-02-031-J-5).

Financial

Funds were budgeted and available in the Building Operations Training Center Capital Fund under project number 2025C0003 for the 2025 fiscal year and will need to be re-appropriated to the 2026 fiscal year. Expenditures will be charged to account number 401.265.261.975.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

City Management recommends awarding a contract to purchase plumbing fixtures and supplies from *Home Depot* for the Fire-Police Training Center Shower Remodel per the attached quote as per the OMNIA Partners Cooperative Purchasing Contract #16154 for an estimated cost of \$3,839.53.

City Management further recommends authorization to expend capital funds for additional purchases for materials, equipment and labor; not to exceed budgetary limitations.



Customer Quote

8/13/2025, 12:18 PM EDT

Sales Person AXR6972

Store Phone # (248) 816-8001

Store # 2706

Location 1177 COOLIDGE HIGHWAY, TROY, MI 48084

Customer Information

LAURA CAMPBELL

(248) 524-3368

L.CAMPBELL@TROYMI.GOV

CITY OF TROY (OMNIA)

500 W BIG BEAVER ROAD

TROY, MI 48084



Quote # H2706-345205

PO / Job Name Fire/Police training Center WO
321938

Delivery 1

Delivery Address
500 W Big Beaver Rd
Troy, MI 48084

Delivery Options
Outside Delivery

Delivery Date
Delivery to be scheduled at the time of purchase

Special Order Products

Model #

SKU #

Unit Price Qty

Subtotal

TrafficMaster



TrafficMaster Portland Stone Gray 18 in. x 18 in.
Glazed Ceramic Floor and Wall Tile (17.44 sq. ft. /case)
🔧 **PREFERRED PRICING \$1.73 OFF EACH**

ULMK18181PV

1000035351

~~\$17.27 / case~~
\$15.54 / case

12 \$186.48

Regular Products

Model #

SKU #

Unit Price Qty

Subtotal



Outside Delivery
🔧 **DISCOUNT \$78.00 OFF EACH**

N/A

515663

~~\$79.00 / each~~
\$1.00 / each

1 \$1.00

Delivery 2

Delivery Address
500 W Big Beaver Rd
Troy, MI 48084

Delivery Options
Outside Delivery

Delivery Date
Delivery to be scheduled at the time of purchase

Item Description

Model #

SKU #

Unit Price Qty

Subtotal



Loctite Power Grab Ultimate Instant Grab 9 oz. SMP
Construction Adhesive Crystal Clear Cartridge
🔧 **PREFERRED PRICING \$0.78 OFF EACH**

2442595

1004088920

~~\$12.98 / each~~
\$12.20 / each

3 \$36.60



Hampton Bay 4 ft. L x 25 in. D Unfinished Birch Solid
Wood Butcher Block Countertop with Square Edge
🔧 **PREFERRED PRICING \$3.57 OFF EACH**

1003076451

1007171261

~~\$119.00 / each~~
\$115.43 / each

1 \$115.43



USG Sheetrock Brand 5/8 in. x 4 ft. x 8 ft. Firecode X
Drywall
🔧 **PREFERRED PRICING \$2.44 OFF EACH**

14211011308

419109

~~\$16.28 / each~~
\$13.84 / each

1 \$13.84



Custom Building Products CustomBlend 50 lb. Gray
Economical Non-Modified Thinset Mortar
🔧 **PREFERRED PRICING \$0.30 OFF EACH**

CBTSG50

610003

~~\$6.98 / each~~
\$5.68 / each

4 \$22.72



DAP Alex Plus 10.1 oz. White Acrylic Latex Caulk Plus
Silicone
🔧 **PREFERRED PRICING \$0.15 OFF EACH**

18103

984590

~~\$2.95 / each~~
\$2.80 / each

2 \$5.60



Outside Delivery
🔧 **DISCOUNT \$99.00 OFF EACH**

N/A

515663

~~\$99.00 / each~~
\$0.00 / each

1 \$0.00



Customer Quote

8/13/2025, 12:18 PM EDT

Sales Person AXR6972

Store Phone # (248) 816-8001

Store # 2706

Location 1177 COOLIDGE HIGHWAY, TROY, MI 48084

Delivery 3

Delivery Address
500 W Big Beaver Rd
Troy, MI 48084

Delivery Options
Outside Delivery

Delivery Date
Delivery to be scheduled at the time of purchase

Item Description

Model #

SKU #

Unit Price Qty

Subtotal



Custom Building Products Prism SCG #165 Delorean Gray 1 gal. Ultimate Performance Pre-Mixed Single Component Grout
💎 **PREFERRED PRICING \$4.90 OFF EACH**

PSCG1651-2T

1011726711

~~\$69.07 / each~~
\$65.07 / each

2

\$130.14



Schluter Kerdi-Fix 290 ml Bright White Sealing/Bonding Compound

KERDIFIX/BW

1005650602

\$29.97 / each

2

\$59.94



Custom Building Products Polyblend #165 Delorean Gray 10.5 oz. Sanded Ceramic Tile Caulk
💎 **PREFERRED PRICING \$0.84 OFF EACH**

PC16510S

783978

~~\$11.97 / each~~
\$11.13 / each

2

\$22.26



Schluter Kerdi-Board-SC 48 in. x 6 in. x 4-1/2 in. Shower Curb

KBSC1151501220

1004076719

\$62.47 / each

1

\$62.47



Home Decorators Collection Ridge 30 in. W x 22 in. D x 34 in. H Bath Vanity Cabinet without Top in White
💎 **PREFERRED PRICING \$31.12 OFF EACH**

RG30-WH

1008170827

~~\$389.00 / each~~
\$357.88 / each

1

\$357.88



Schluter Kerdi-Board-SC 38 in. x 6 in. x 4-1/2 in. Shower Curb
💎 **PREFERRED PRICING \$3.00 OFF EACH**

KBSC115150970

1004404775

~~\$60.97 / each~~
\$56.97 / each

1

\$56.97



Outside Delivery
💎 **DISCOUNT \$55.00 OFF EACH**

N/A

515663

~~\$55.00 / each~~
\$0.00 / each

1

\$0.00

Delivery

Delivery Address
500 W Big Beaver Rd
Troy, MI 48084

Delivery Options
Priority Ground Shipping

Estimated Delivery Date
August 14 - August 22

Item Description

Model #

SKU #

Unit Price Qty

Subtotal



CRUZ BAY STUDIO Sliced Pebble Tile Light Grey 11-1/4 in. x 11-1/4 in. x 9.5mm Honed Pebble Mosaic Tile (9.61 sq. ft./case)
💎 **PREFERRED PRICING \$16.21 OFF EACH**
📅 Get it by Aug 14 - Aug 22

xs3pgr

1002821586

~~\$162.03 / case~~
\$145.82 / case

3

\$437.46



Schluter Kerdi-Board-Kit Wall Surround Waterproofing Kit
📅 Get it by Aug 14 - Aug 22

KBKIT

1004404771

\$729.03 / each

2

\$1,458.06



Schluter Kerdi-Shower-T/-TS/-TT 36 in. x 36 in. Sloped Shower Tray
💎 **PREFERRED PRICING \$5.50 OFF EACH**
📅 Get it by Aug 14 - Aug 22

KST915BF

1004324274

~~\$110.03 / each~~
\$104.53 / each

2

\$209.06

BR05MM17

1013320370

~~\$83.44 / package~~

1

\$70.92



Customer Quote





8/13/2025, 12:18 PM EDT

Sales Person AXR6972

Store Phone # (248) 816-8001

Store # 2706

Location 1177 COOLIDGE HIGHWAY, TROY, MI 48084

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
 Angel Sar 1/8 in. Tile Tools Set, Tile Leveling System with 300-Piece Tile Spacers Clips and 100-Piece Reusable Wedges 💎 PREFERRED PRICING \$12.52 OFF EACH 📦 Get it by Aug 14 - Aug 22			\$70.92 / package		
 Delta Porter Rough-in Valve Included Single-Handle 3-Spray Shower Faucet 1.75 GPM in Brushed Nickel 💎 PREFERRED PRICING \$17.49 OFF EACH 📦 Get it by Aug 14 - Aug 22	142984C-BN-A	1001468773	\$169.00 / each \$141.51 / each	2	\$283.02
 Schluter Kerdi-Drain 4 in. x 4 in. PVC Drain Kit in Stainless Steel 📦 Get it by Aug 14 - Aug 22	KD2/PVC/E	571793	\$154.84 / each	2	\$309.68
 Priority Ground Shipping	N/A			1	\$55.00

Prices Valid Through: 08/20/2025
at The Home Depot #2706

Subtotal	\$4,254.87
Discounts	-\$415.34
Sales Tax	\$0.00
Quote Total	\$3,839.53



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM



Date: August 18, 2025

To: Frank A. Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution: 5 Approval to Expend Budgeted Capital Funds – LED Street Light Replacement

History

The City of Troy maintains 1,121 Street Lamps on major and industrial roads in Troy. Since 2014, the Streets and Drains Division has been purchasing LED Street Lamps to replace older, less efficient high-pressure sodium lamps and ones that no longer function. On December 15, 2014 Troy City Council waived the bid process and authorized the City of Troy to purchase the CREE LED street lamp fixtures from the exclusive authorized CREE distributor in the State of Michigan, Michigan Lighting Systems East, (Resolution #2014-12-164-J-6). Since then, CREE LED street lamp upgrades have taken place on:

- The divided (boulevard) portion of Long Lake
- Rochester from Barclay to I-75
- Big Beaver from Golfview to Dequindre
- Coolidge from Golfview to Big Beaver and Cunningham to Jack
- Square Lake from Elmoor to Justine
- Crooks from South Boulevard to Long Lake
- Investment, Tower, Corporate and New King
- Brinston Park and Firefighter's Park
- Town Center and Civic Center

Purchasing

- Troy City Council approved a bid waiver authorizing the purchase of CREE LED street fixtures from the exclusive authorized distributor in Michigan, Michigan Lighting Systems East on December 15, 2014 (Resolution #2014-12-164-J-6).
- Pricing to purchase the required CREE LED replacement street lights has been secured by *Michigan Lighting Systems East of Auburn Hills, MI*, for an estimated total cost of \$49,766.00 as per the attached detailed quote.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Street Lighting Capital Fund under Project number 2026C0009 for fiscal year 2026. Expenditures will be charged to account number 401.448.978.010.

Recommendation

City Management recommends granting the authority to expend budgeted Street Lighting Capital Funds to *Michigan Lighting Systems East of Troy, MI*, for Street Lamp Replacement for the cost of \$49,766.00 as detailed in the attached quote; not to exceed budgetary limitations.

Date: Jul 31, 2025

Quote: EL25-134287-4

Quote

Page 1/2



Michigan Lighting Systems East, LLC
691 North Squirrel Road, Suite 200
Auburn Hills MI 48326
Phone: (248) 542-2200
Fax: (248) 519-2700
From: Brian Goulet
Quoter Ph: (248) 515-1497
email: bgoulet@mls-east.com

Project City of Troy - Cree Roadway - - New
Location Guideway Series Change
Troy MI
Quote EL25-134287-4

To: Mike Verstraete
City of Troy
4693 Rochester Road
Troy MI 48085
Phone: (248) 524-3501
Email: mike.verstraete@troymi.gov

For
Bid Date Jul 14, 2025
Expires Aug 13, 2025
Owner: City of Troy

QTY	Type	MFG	Part	Price	UQ	ExtPrice
Note			INSTALLER TO VERIFY VOLTAGE, COLOR & MOUNTING PRIOR TO ORDER			
Note			QUOTING THE NEW GUIDEWAY STREETLIGHT THAT REPLACES THE OLDER XSP SERIES LUMINAIRES			
Note			ORIGINAL XSP LARGE FIXTURE PURCHASED WAS 18,800 LUMENS. THE NEW GUIDEWAY FIXTURE IS SLIGHTLY			
Note			HIGHER IN ITS STANDARD FORM, 19,300 LUMENS.			
99		CREE	GWYL-A-20L-57K7-2M-UL-BZ GWYL, A, 20000L, 5700K 70CRI, T2 Mid, Bronze Finish, 7-Pin Receptacle Standard	\$405.00		\$40,095.00
99		CREE	XA-XSLSHRT CAP,SHRTNG CAP NEMA	\$9.00		\$891.00
20		CREE	GWYL-A-20L-57K7-2M-UH-BZ GWYL, A, 20000L, 5700K 70CRI, T2 Mid, Bronze Finish, 7-Pin Receptacle Standard	\$430.00		\$8,600.00
20		CREE	XA-XSLSHRT CAP,SHRTNG CAP NEMA	\$9.00		\$180.00
Total:						\$49,766.00

Terms and conditions of sale:

1. Pricing is firm for 30 days from date of quotation, release of order within 60 days from date of quotation and is based on the complete BOM. Changes will result in a requote.
2. Subject to manufacturer's published terms and conditions of sale. MLS is not responsible for terms/freight changes if customer has not established credit or has not established an account with quoted manufacturers. Std Mfg Warranties Apply unless otherwise noted.
3. Prices DO NOT include spare material, fuses, special finishes, mounting devices, installation, or applicable taxes unless otherwise noted.
4. The purchaser is responsible for verifying voltage, quantities.
5. Michigan Lighting Systems will NOT be responsible for errors resulting on orders released without receipt of Approved Submittals, or errors missed in the Approval Process.

Date: Jul 31, 2025

Quote: EL25-134287-4

Quote

Page 2/2



MLS
EAST

Michigan Lighting Systems East, LLC
691 North Squirrel Road, Suite 200
Auburn Hills MI 48326
Phone: (248) 542-2200
Fax: (248) 519-2700
From: Brian Goulet
Quoter Ph: (248) 515-1497
email: bgoulet@mls-east.com

Project City of Troy - Cree Roadway - - New
Location Guideway Series Change
Troy MI
Quote EL25-134287-4

- 6. Where applicable, Poles quoted are provided for the Fixture EPA's ONLY unless otherwise noted.
- 7. This quote may contain separately invoiced drawings, documentation, and field service fees.
- 8. Michigan Lighting Systems and our Manufacturers are not responsible for lost or damaged material that shows up to a job site or electrical distributors location. All material should be inspected for damage and accounted for before the freight company leaves the site.
- 9. No lamps included unless noted otherwise

	Freight	Minimum
Mfg Terms:	Allowance	Order
CREE	Cree Lighting USA, LLC	Freight Allowed
	Freight Allowed: \$3000.00. Anchor Bolts Pre-Shipped are Plus Freight.	
	Cree Freight Terms Under \$3000: NOTE: MIN. FREIGHT CHARGE \$50 min. or 9% of the total cost if higher than \$50.	



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-05

CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Stormwater Management Operations and Maintenance Agreement,
1749 Northwood, LLC, Sidwell #88-20-28-302-008 & -019

History

I Can Only Imagine, LLC is repurposing and developing two adjacent parcels owned by 1749 Northwood, LLC, for recreation purposes. The parcels are located in the southwest ¼ of Section 28 between Crooks Road and Northwood roads, north of Maple Road, and identified by Sidwell #88-20-28-302-008 and #88-20-28-302-019.

The developer and property owner are modifying an existing storm water system and underground detention facility. Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a *Stormwater Management Operations and Maintenance Agreement* with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and underground detention facility on the property.

Financial

There is no financial consideration on the agreement.

Recommendation

City Management recommends that City Council approve to the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



GIS Online



Legend

Tax Parcels

Tax Parcel



0 400 800
ft

Print Date: 8/20/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on 8/19, 2025, by and between the CITY OF TROY, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084 and 1749 Northwood, LLC, whose address is 1749 Northwood & 1820 Crooks, Troy, MI 48084 (hereinafter "Owner"). City of Troy and Owner agree as follows:

Article I. The Subject Property.

1.1 Owner owns the properties located at and commonly known as 1749 Northwood & 1820 Crooks, Troy, MI 48084 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth at ***Exhibit A***.

Article II. The Stormwater System.

- 2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at ***Exhibit B***.
- 2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.
- 2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

- 3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth at ***Exhibit C*** to this Agreement.
- 3.2 The Stormwater O&M plan is subject to approval by the City of Troy.
- 3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity
- 3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.
- 3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

- 3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.
- 3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.
- 3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

- 4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.
- 4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.
- 4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.
- 4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.
- 4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.
- 4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

- 5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.
- 5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at **Exhibit D** to this Agreement.


Article VII. Claims and Authority.

7.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

7.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

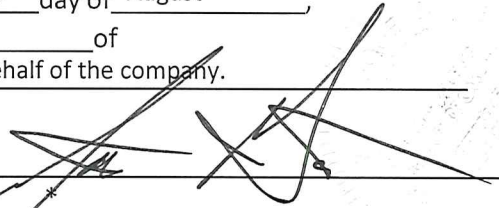
1749 Northwood, LLC
a Michigan limited liability company

By:  8/19/25
* Tobin Ellial Buechner
Its: Member

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this 19 day of August,
2025, by Tobin Ellial Buechner Manager of
1749 Northwood, LLC, a Michigan limited liability company, on behalf of the company.

MARTINIQUE GATES
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires October 03, 2029
Acting in the County of Oakland


Notary Public, Oakland County, Michigan My
Commission Expires 2029 Acting in
Oakland County, Michigan

[SIGNATURES AND ACKNOWLEDGMENTS ON NEXT PAGE]

City of Troy,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

The foregoing instrument was acknowledged before me on this_____day of _____, 2025, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

*
Notary Public, Oakland County, Michigan
My Commission Expires_____
Acting in Oakland County, Michigan

Prepared by:
T.E. Buechner

1749 Northwood

Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

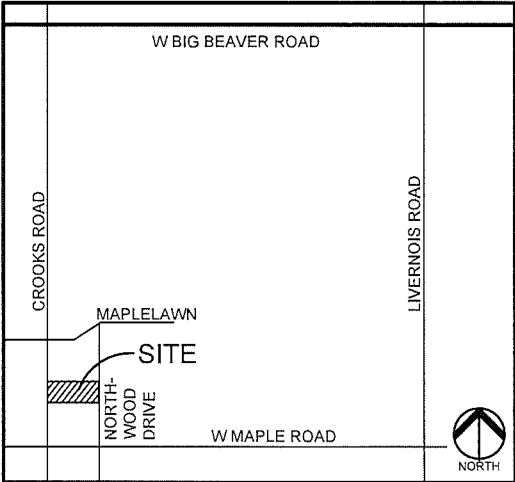
EXHIBIT "A"

LEGAL DESCRIPTION:

(Per the City of Troy)

PARCEL ID 20-28-302-008
T2N, R11E, SEC 28 MAPLE GARDEN ESTATES SUB
LOT 15

PARCEL ID 20-28-302-019
T2N, R11E, SEC 28 NORTHWOOD INDUSTRIAL PARK
N 59 FT OF LOT 4 & ALL OF LOT 5



LOCATION MAP
NO SCALE

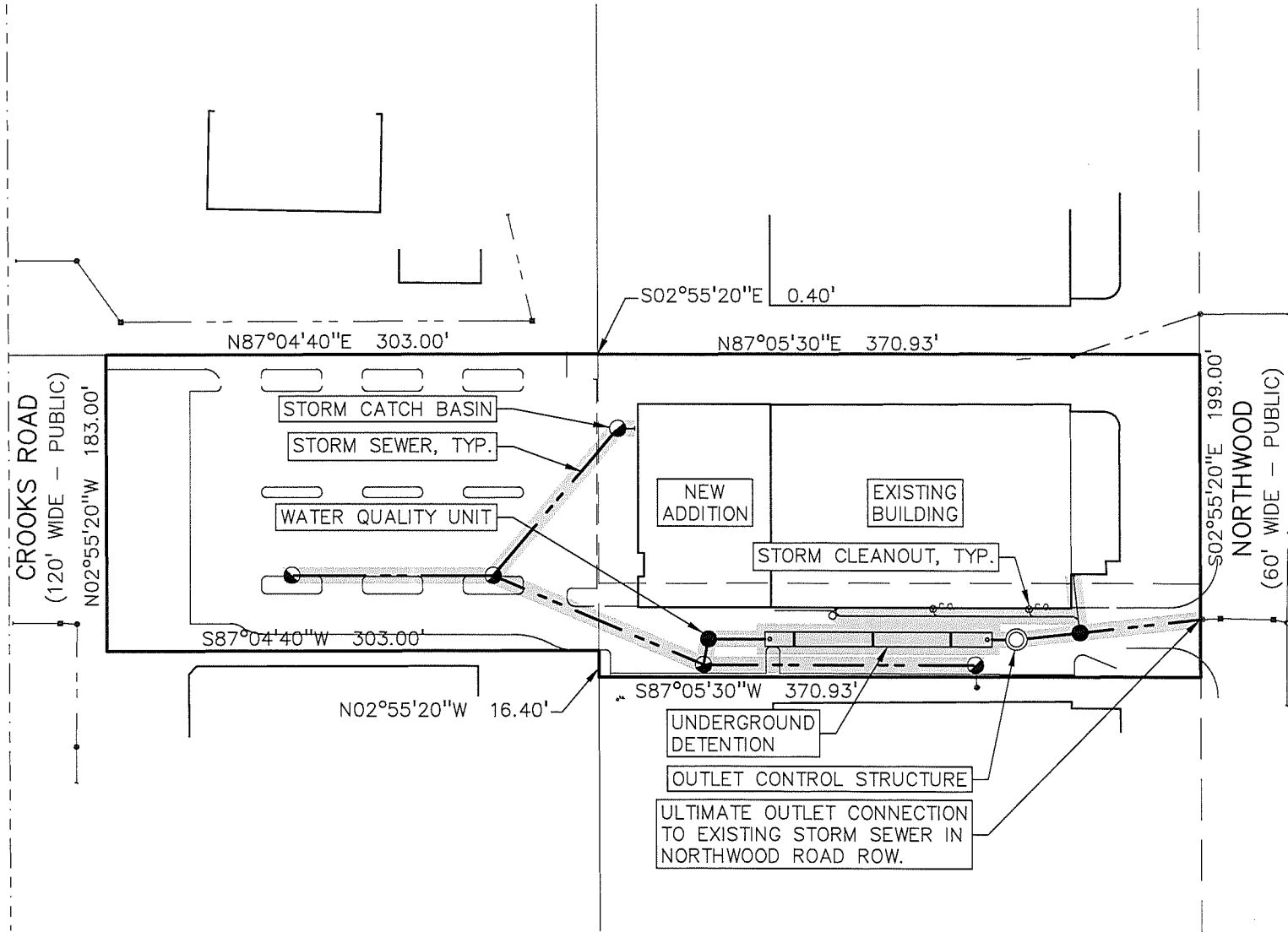
SLICK CITY ACTION PARK
1600 W. MAPLE ROAD
TROY, MI

SHEET 1 OF 3
July 21, 2025
2024-1658.01

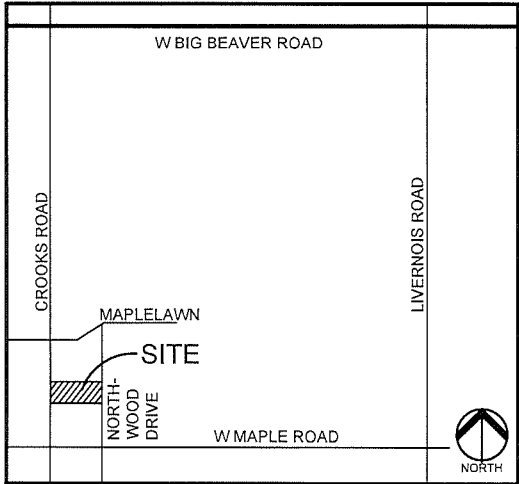
PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT "B"



 SLICK CITY ACTION PARK
STORM SEWER SYSTEM
MAINTENANCE RESPONSIBILITY



LOCATION MAP
NO SCALE

STORMWATER NARRATIVE:
Stormwater enters the storm sewer system through a series of catch basins and roof drains. Stormwater is then routed to an underground detention system through a water quality unit which treats the stormwater per OCWRC requirements. The underground detention system is comprised of CMP and stone void used for detaining volume. This system uses an outlet control structure to provide restricted outlets of the Ved and 100 year storages that ultimately releases into the city sewer within the Northwood Road Right of Way.

SLICK CITY ACTION PARK
1600 W. MAPLE ROAD
TROY, MI

0 50 100
SCALE: 1" = 100'

SHEET 2 OF 3
July 21, 2025
2024-1658.01

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com

EXHIBIT "C"

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES	<div>Catch Basins, Inlets & Storm Sewers Basin Inlets, Outlets & Gratings Underground Detention Outlet Control Structures Overflow Route Pavement Areas Trench Drains</div>										FREQUENCY
MONITORING/INSPECTION											
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X						Annually
Inspect for erosion and integrity of banks and berms		X	X		X						Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X		X				Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X				Annually
Monitor plantings/vegetation			X		X						2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X		X				Annually
PREVENTIVE MAINTENANCE											
Mowing			X	X	X						Up to 2 times/year*
Remove accumulated sediment	X	X	X	X			X				As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X		X				As needed
Replace or wash/reuse stone riser debris					X	X					Every 3 years; more frequently if needed***
Remove invasive plant species			X								Annually
Sweeping of pavement surfaces (streets and parking areas)							X				As needed
REMEDIAL ACTIONS											
Repair/stabilize areas of erosion		X	X		X						As needed
Replace dead plantings, bushes, trees			X								As needed
Reseed bare areas			X		X						As needed
Structural repairs or replacement in kind	X	X			X	X	X	X			As needed
Make adjustments/repairs to ensure proper functioning	X	X	X		X	X	X	X			As needed
Oil and gasoline spills							X				Immediately

- * NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.
- ** FOREBAYS AND DETENTION BASIN TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED
- *** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS
SHOULD NOT BE APPLIED TO THE FOREBAYS,
DETENTION BASIN, BUFFER STRIP OR WATERCOURSES

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov



J-06

CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer

Subject: Approval of MDOT Subcontract with Hubbell, Roth & Clark, Inc. for Construction Engineering Services for Rochester Road Reconstruction, Barclay to Trinway
Project No. 02.206.5

History

The Engineering Department requested and was authorized by the Michigan Department of Transportation (MDOT) to advertise for un-priced technical proposals for Construction Engineering Services for the Rochester Road Reconstruction project, from Barclay to Trinway.

Construction engineering services incorporate all facets of construction management, including but not limited to:

- Project administration
- Inspection
- Staking
- Quality control testing and reporting
- Measurement, computation, and documentation of quantities
- Reporting and recordkeeping on the AASHTOWARE & ProjectWise systems
- Finalizing all project documentation

It is more cost-effective to use consultants on an as-needed basis for federally funded projects, as consultant costs are project-specific and largely reimbursed with federal funds. Additionally, the federally funded projects vary in number from year to year and typically take 10 years or more to proceed from preliminary engineering to ROW acquisition, and on to final plans and construction. It is not cost-effective to maintain an in-house staff capable of handling all these large projects over the long term, particularly when project funding is limited, competitive, and unpredictable in terms of timing.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

The Engineering Department is a hybrid department that has utilized consultants to varying degrees since the 1960s. Consultants are generally used for the following reasons:

- When in-house capacity is exceeded
- When expertise is not available in-house
- To augment City staff or when spikes in workload occur
- For special or unique design projects
- For technical studies, long-range utility studies, and/or plans

The Rochester Reconstruction project is both federally funded and will be bid through MDOT. We are required to prepare and execute a subcontract for the construction engineering phase. Construction engineering is eligible for reimbursement with federal funds; therefore, the consultant selection process must follow the MDOT consultant selection process (Exhibit 1).

MDOT's selection process is a Qualifications-Based Selection (QBS) process, based on the Brooks Act, in which a consultant is rated on predetermined criteria. The top-ranked consultant then proceeds to the next phase of the process, which is based solely on their experience and qualifications. Proposals were received from four (4) consultants on June 4, 2025.

A four-person review committee, consisting of the City Engineer, Deputy City Engineer, Civil Engineer, and Public Works Director, reviewed and rated the consultants based on each firm's understanding of the project, experience with similar projects, proposed team members, and other items as listed on the review sheet (Exhibit 2).

Hubbell, Roth & Clark, Inc. (HRC) was rated as the top consultant. Total final scores for all consultants are summarized in Exhibit 3. Once the highest-rated consultant is determined, that consultant then submits a price proposal for their services based on MDOT guidelines. The subcontract that is included with this item is based on the price proposal as submitted by HRC.

Financial

MDOT will open bids for the Rochester Road Reconstruction at their September 2025 bid letting. The engineer's estimate of construction is \$23,439,295.25. HRC's cost to perform the Construction Engineering Services is \$2,674,669.36 or 11.4% of the estimated construction cost as detailed in their Priced Proposal. (Exhibit 4).

MDOT guidelines allow construction engineering to be a maximum of 15% of the physical construction cost. Up to 81.85 percent of the construction engineering services are reimbursable with federal funds.

The subcontract, as submitted, is based on estimated costs, as is standard with all MDOT agreements, since these agreements are prepared before actual costs are known. The city's actual cost is based on the actual cost incurred by the consultant's work within the parameters of the agreement.

Funding for the city's share is available in the 2026 and 2027 Major Road budgets.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Recommendation

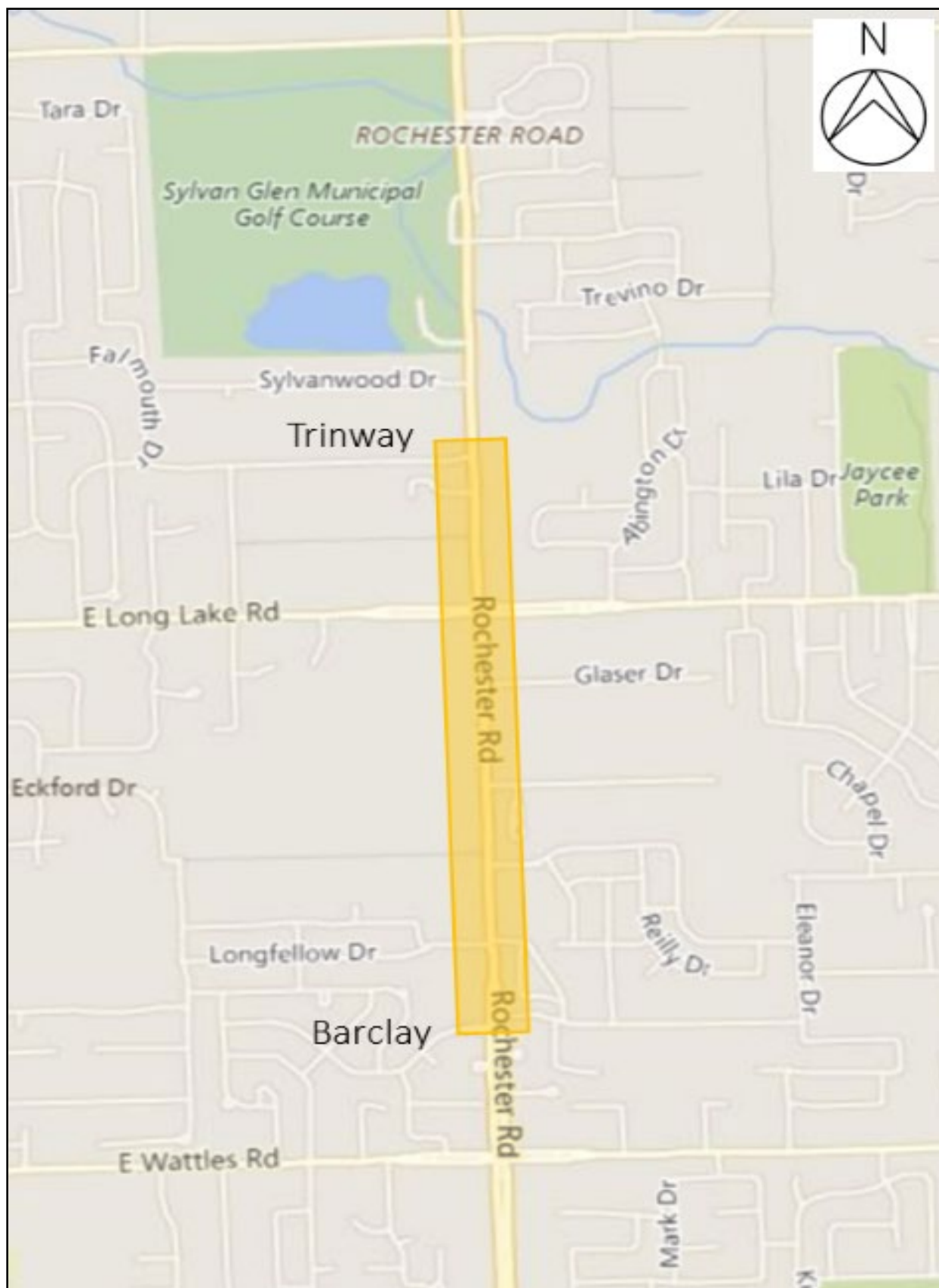
Staff recommends that City Council approve the attached MDOT subcontract with Hubbell, Roth & Clark, Inc. to fix the rights and obligations of each party for construction engineering services for the Rochester Road Reconstruction, Barclay to Trinway. Furthermore, staff recommends that the Mayor and City Clerk be authorized to execute the agreement.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Prepared by: G. Scott Finlay, City Engineer

G:\Contracts\Contracts - 2017\17-3 - Rochester, Barclay to Trinway_PE\CE\City Council\Agenda Item.docx



**MDOT Policies & Procedures
For
Consultant/Vendor Services on Local Agency Federal-Aid Projects**

**Approved May 2016
Revised October 2017; Revised March 2023**

PURPOSE

This document outlines the requirements that a Local Agency must follow regarding preliminary engineering, construction engineering, and/or testing services receiving reimbursement with Federal Aid Highway Program (FAHP) funds. The requirements ensure that a qualified consultant is obtained through an equitable selection procurement process, and that prescribed work is properly accomplished in a timely manner and at fair and reasonable cost. Eligibility of consultant/vendor services to be paid for with FAHP funds is at the discretion of the program manager, Rural Task Force, or Metropolitan Planning Organization.

23 CFR (Code of Federal Regulations) 172 requires MDOT to prepare and maintain written policies and procedures which Local Agencies must follow to assure compliance with applicable requirements. All Local Agency/Consultant or Third-Party Agreement contracts must comply with the following policies and procedures, as well as referenced documents and legislation, to be eligible for FAHP fund reimbursement.

ELIGIBLE CONSULTANT SERVICES

Consultant Services eligible for FAHP funds are defined as follows:

23 CFR 172.3:

1. Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project (subject to *23 U.S.C. (U.S. Code) 112(a)* as defined in *23 U.S.C. 112(b)(2)(A)*); and
2. Professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project (subject to *23 U.S.C. 112(a)* and as defined in *40 U.S.C. 1102(2)*).

40 U.S.C. 1102(2)(C):

- "...including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services".

23 U.S.C. 149(b):

- The operating costs for traffic monitoring, management, and control systems, such as integrated traffic control systems, incident management programs, and traffic control centers.
 - For projects located in air quality non-attainment and maintenance areas, and in accordance with the eligibility requirements of *23 USC 149(b)*, Congestion Mitigation and Air Quality Improvement Program funds may be used for operating costs for a 3-year period, so long as those systems measurably demonstrate reductions in traffic delays. Operating costs include labor costs, administrative costs, costs of utilities and rent, and other costs, including system maintenance costs, associated with the continuous operation of the system.

PROCUREMENT OF CONSULTANT SERVICES

Procurement of Consultant Services utilizing FAHP funds will fall into one of three categories.

1. Services Estimated **under \$250,000**
 - [Appendix A](#) (PDF Format)
2. Services Estimated **over \$250,000**
 - [Appendix B](#) (PDF Format)
3. Services for Catastrophic Failure or Emergency/Disaster Recovery
 - [Appendix C](#) (PDF Format)

A Requirement Checklist for each category can be found in the above stated appendices, as well as in a linked PDF checklist.

Estimates Near Threshold:

If the estimated costs for services are near the financial threshold and costs are not capped, it is recommended that the Local Agency utilize the requirements of the higher category. If the higher category is not used, then any contract modification or amendment causing the total contract amount to exceed the category threshold would be ineligible for FAHP funding.

As-Needed/On-Call Consultants- Defined:

Consultant contract for services for a number of projects, under task or work orders issued on an as-needed or on-call basis, for an established contract period.

Scope of Services:

The Scope of Services (for selections under \$250,000) or Request for Proposals (for selections at or over \$250,000) shall include a project description, description of required activities including milestone dates and intended bid letting date, and location map. As-needed/on-call solicitations and contract provisions shall include a maximum total dollar amount that may be awarded under a contract, a reasonable maximum length of contract (see

Contract Duration below), and a statement of work, requirements, specifications, or other descriptions to define the services. Additionally, if multiple consultants are to be selected and multiple contracts awarded through a single solicitation, the following must be included: identify the number of consultants that may be selected or contracts that may be awarded and specify the procedures the contracting agency will use in competing and awarding task or work orders among the selected, qualified consultants. Refer to *23 CFR 172.9* for more details.

Inadequate Number of Interested Consultants:

The Federal Highway Administration (FHWA) considers three responses as the minimum number to meet the adequate number of responses requirement. In instances where only one or two qualified consultants responded, evaluation and selection can proceed if the solicitation did not contain conditions or requirements which arbitrarily limited the competition. In this case, the Local Agency shall contact the MDOT Local Agency Program (LAP) Engineer by email, including the following: Project description and location, length of time of advertisement, estimated cost of services, consultants showing interest, past performance information of the consultant(s) (if applicable), and the recommended selection request with reasons. The LAP Engineer will forward the information to the MDOT Development Services Division (DSD) Administrator for review. Upon review of documentation provided, the MDOT DSD Administrator will provide written concurrence to proceed with negotiations with the selected consultant.

Disadvantaged Business Enterprise (DBE):

The Local Agency shall consider the establishment of a contract participation goal in accordance with the FHWA approved MDOT DBE program. The use of quotas or exclusive set-asides for DBE consultants is prohibited. (www.michigan.gov/mdotdbe)

Local Presence/Local Preference:

The Local Agency shall not use local preference as a factor in selection. In addition, when scoring proposals for services at or over \$250,000, DBE participation and local presence combined cannot exceed 10% of the score.

Contract Duration:

Consultant service contracts, including as-needed/on-call selections or contracts, shall not exceed 5 years from the date of advertisement. This includes any contract modifications or extensions of time. The initial contract duration should not exceed 2-3 years, which will allow for potential extensions without exceeding the 5-year time limit.

Record Retention:

The Local Agency shall retain all documents relating to the selection per their current approved procedures for a period of three years beyond the final payment for services and in accordance with *2 CFR 200.333*. Please also refer to the Local Agency's record retention policy, as State law may have longer requirements.

Suspension and Debarment:

The Local Agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract. All consultants and subconsultants should be vetted through the “System for Award Management” (<https://www.sam.gov/>) and keep this documentation in the permanent contract file. (<http://www.fhwa.dot.gov/legregs/directives/orders/20002b.cfm>)

Consultant in a Management Support Role:

Management support roles include, but are not limited to, services where the consultant provides oversight of a project, series of projects, or the work of other consultants and contractors on behalf of the Local Agency and provides specific approval responsibilities and associated controls to another consultant. Due to potential conflicts of interest, the MDOT LAP Engineer must request FHWA written concurrence of the RFP and conflict of interest plan to use federal funds for procuring consultants in a management support role prior to any solicitation of services.

LOCAL AGENCY RESPONSIBLE CHARGE

Per *23 CFR 172.9(d)*, a full-time, public employee of the contracting agency qualified to ensure that the work delivered under contract is complete, accurate, and consistent with the terms, conditions, and specifications of the contract shall be in responsible charge of each contract or project. While an independent consultant may be procured to serve in a program or project management support role, or to provide technical assistance in review and acceptance of engineering and design related services performed and products developed by other consultants, the contracting agency shall designate a public employee as being in responsible charge. A public employee may serve in responsible charge of multiple projects and contracting agencies may use multiple public employees to fulfill monitoring responsibilities.

The Local Agency will designate one, full-time, public employee as their Responsible Charge. This person will be designated on the Local Agency/Consultant or Third Party Agreement and must complete the “Compliance Certification Form”. The Responsible Charge will:

- Know the contract requirements, scope of services to be performed, and products to be produced by the consultant.
- Know the qualifications and responsibilities of the consultant’s staff and evaluating any requested changes in key personnel.
- Schedule and attend progress and project review meetings to assure work is progressing in accordance with established scope of work and scheduled milestones are being met.
- Review the consultant’s invoices to ensure that the costs are allowable and in accordance with the Federal cost principles.
- Ensure that costs are consistent with the contract terms as well as the acceptability and progress of the consultant’s work.

- Evaluate and participate in decisions for contract modifications, document contract monitoring activities and maintain supporting contract records. See Section III for compliance certification form.

CONTRACT MODIFICATIONS

The Local Agency Responsible Charge will evaluate all requests to amend the current contract.

Contract modifications are required for any amendments to the terms of the existing, MDOT approved contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

A contract modification shall clearly define and document the changes made to the contract, establish the method of payment for any adjustments in contract costs, and follow the terms and conditions of the contract and original procurement. Only the type of services and work included within the scope of services of the original solicitation from which a qualifications-based selection was made may be added to a contract.

Contract modifications shall be negotiated following the same procedures as the negotiation of the original contract.

For all additional preliminary engineering, construction engineering, and/or testing services outside of the scope of work established in the original request for proposal, the Local Agency shall:

1. Procure the services under a new solicitation;
2. Perform the work itself using agency staff; or
3. Use a different, existing contract under which the services would be within the scope of work.

The Third-Party Agreement Template uses a cost-plus fixed fee method of payment. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost-plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost-plus fixed fee or lump sum reimbursed contracts.

The Local Agency Responsible Charge shall submit drafts of all contract modifications to the MDOT LAP Engineer for approval by MDOT LAP Section. If applicable, review by Michigan's Office of Commission Audits (OCA) will be required. LAP's authorization must be issued to the Local Agency before the Local Agency authorizes any work relating to the contract modification.

REIMBURSEMENT OF COSTS

The Local Agency Responsible Charge must review all invoices and supporting documentation to verify that the costs claimed have been incurred, are allocable to the contract, and comply with the Federal cost principles (48 CFR 31). The Local Agency must pay the allowable costs, and provide LAP with such documentation, as part of the Local Agency's request for reimbursement. All allowable costs are subject to audit by the Office of Commission Audit (OCA) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles. **All work performed prior to obligation of FAHP funds is not eligible for reimbursement, and it also cannot be used as non-Federal matching funds. Any work completed prior to LAP's authorization (and prior to the completion of OCA's review when applicable) may not be eligible for FAHP funds.**

DISPUTE RESOLUTION

If errors and/or omissions occur and additional costs or reduction in quality occur, an assessment must be made to determine the extent of the design and/or construction engineering consultant's fiscal responsibility for the errors and/or omissions. The procedures the Local Agency must follow are outlined in the Third Party Agreement Template, Section VI "Exhibit C – Dispute Resolution", found on the LAP website, at [Third Party Agreement Template](#).

SELECTION
GUIDELINES

FOR

SERVICE CONTRACTS

Michigan Department of Transportation

Effective April 3, 2025

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1. PART I - GENERAL INFORMATION

1.1 Request for Proposal (RFP)

The MDOT Project Manager and/or Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

The Project Manager, with assistance from Contract Services Division and in accordance with these Guidelines, will determine the type of selection needed. In accordance with the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) regulations, Federal Railroad Administration (FRA) and Federal Transit Administration (FTA), professional services (as defined by the Brooks Act below) must be selected using Qualifications-Based Selection (QBS).

Only selections for services utilizing any Federal funding that deviate from these Guidelines will require concurrence from the appropriate Federal entity (FHWA, FAA, FRA, or FTA).

Requests for Proposal (RFPs) for all services greater than \$250,000 will be posted on MDOT's website.

1.1.1 Brooks Act

Brooks Act services for projects valued at \$250,000 or more, are defined as “professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph; professional services of an architectural or engineering nature performed by contract that are associated with planning, development, design, construction, alteration, or repair of real property; and such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.”

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, or a best value process, for procuring services. QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.

NOTE: All selections of services defined in the Brooks Act, for any estimated dollar value, will be completed using QBS criteria. Low Bid, or Best Value selections are not permitted. All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/low bid, low bid, or best value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1.1.3 Request for Proposal Advertisement Period

On a quarterly basis, MDOT will post on the website a list of potential service opportunities that are anticipated to be advertised during that quarter. These are services that will exceed \$250,000. This list is for informational purposes only and does not guarantee that all services listed will be advertised. If the advertised service was not on a prior quarterly anticipated listing, additional advertisement time may be required.

Federal funding and whether engineering services are required for the project will also affect the amount of time a project is advertised. Projects without Federal funding (100% State funded) in the project phase being advertised (i.e. PE, PE-S, CON, etc.) AND with engineering, architecture, or surveying services required, may be advertised for one (1) week or two (2) weeks if using the 100% State funded Expedited Contracting Process and depending upon the complexity of the proposal deliverables. For 100% State funded projects using the 100% State funded Expedited Contracting Process with engineering, architecture, or surveying services required, scopes requiring the submittal of an Understanding of Service section (see Section 3.2.1 Understanding of Service and Innovations (If Applicable)) must be advertised for 2 weeks. For 100% state funded projects using the 100% State funded Expedited Contracting Process with engineering, architecture, or surveying services required, that do not require the submittal of an Understanding of Service, the projects may be advertised for either one (1) or two (2) weeks depending upon the complexity of the project and will be at the MDOT Project Manager's discretion. For projects with any Federal funding in the project phase, see the typical advertisement period table below.

Following are typical advertisement periods:

Federally Funded Phases

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	Yes or No	No	21 Calendar Days
	Yes or No	Yes	14 Calendar Days
Over \$500,000	Yes or No	Yes or No	28 Calendar Days

State Funded Phases (100% State Funded using the 100% State Funded Expedited Contracting Process)

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	No	No	21 Calendar Days
	No	Yes	14 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days
Over \$500,000	No	Yes or No	28 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days

If MDOT determines that an advertisement period shorter than listed in the above table is warranted due to the nature of the work or timeline, Region Engineer/Division Administrator approval will be obtained, and MDOT will indicate on our advertisement page the “Shortened Advertisement Period”. MDOT will also put a note in either the paper file or an electronic file detailing the justification for the shortened advertisement period. **Advertisements with Federal funding in the project phase shall not be less than 14 days.** Only in very unusual circumstance and with the approval of FHWA, can the minimum 14-day advertisement period be reduced on projects with Federal funding in the project phase.

1.2 Tiers

This Guideline defines the type of RFP based on the estimated cost of the service. Projects are categorized based on estimated service fees in the following manner:

RFP Type	Anticipated Service Cost
Tier I	\$0 - \$250,000
Tier II	\$250,000 - \$1,500,000
Tier III	\$1,500,000 and Over

Consultants/vendors selected using the QBS process will be requested to submit a priced proposal after selection (not with their response to the RFP). If any problems occur during the contracting process that do not allow MDOT to contract with the selected consultant/vendor, the next qualified consultant/vendor based on QBS, best value, or low bid will be considered for the contract.

All approved selections will be placed on the MDOT website.

1.3 Independent Cost Estimates

MDOT Project Managers are responsible for providing independent cost estimates as related to the selection to determine the appropriate RFP Tier. These cost estimates must be completed prior to advertisement.

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a Central Selections Review Team (CSRT) delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, the MDOT Project Manager, and two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. For Best Value and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

Unless another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection, the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

1.4.1 Selection Team Member's Conflict of Interest

The Project Manager, or otherwise appointed individual to perform the duties of the Project Manager through selection, must assure that no member(s) on the team has any appearance of a conflict of interest. Any member that has a conflict of interest shall be removed from the Selection Team. If there is participation on the Selection Team from non-MDOT employees, they must complete [Form 5100F](#).

1.5 Conflict of Interest

The consultant/vendor must identify its status as it relates to a conflict of interest or perceived conflict of interest for each project on which a proposal is submitted. This status must be identified and described, as applicable, on Form 5100D. Consultants can find the Conflict of Interest Guidance document on MDOT's website.

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of three (3) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. The MDOT Project Manager will strive to send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers on the MDOT [e-Proposal](#) website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

Responses to questions posted on MDOT's [e-Proposal](#) website officially act as a modification/amendment to the RFP. It is the responsibility of the Consultant to monitor the website, and implement any changes into their responses, as applicable.

The employees of the proposing consultant/vendors may not contact any MDOT staff, including members of the Selection Team, other than the MDOT Project Manager, or their designee, to obtain information regarding the RFP. Such contact may result in disqualification.

1.7 Addenda to RFP

If it becomes necessary to revise any part of the RFP, addenda will be posted on the MDOT [e-Proposal](#) website. It is the responsibility of the Consultant to monitor the [e-Proposal](#) website, and implement any changes into their responses, as applicable.

1.8 News Releases

Any news release(s) pertaining to the RFP or the services, study, data, or project to which it relates will not be made without prior written MDOT approval, and then only in accordance with the explicit written instructions from MDOT.

1.9 Disclosures

The information provided in the consultant/vendor's proposal will be kept confidential by MDOT. However, all information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

The consultant/vendor may contact MDOT Contract Administration staff at any time with general questions concerning the selection and/or contracting process.

1.10 Business Requirements for MDOT Projects

Several business requirements must be met by MDOT vendors prior to contract award. These requirements include: registration with the Michigan Department of Licensing and Regulatory Affairs (LARA) to perform business within the state of Michigan and satisfaction of the Michigan “2/3rds Principal” rule as detailed in the following sections.

1.10.1 Non-Prequalified Services

If prequalification is not identified in the RPF, all vendors who feel they are qualified to perform the service may submit a proposal. If selected, the vendor will need to provide proof of company registration with the State of Michigan and may need to demonstrate compliance with the Michigan “2/3rds Principal” rule (see Section 1.10.1.2 Michigan “2/3rds Principal” Rule for additional information) if providing professional services. Eligibility requirements must be met before contract award.

1.10.1.1 Michigan Business Registration

In accordance with the [Michigan Business Corporation Act](#) and the [Michigan Nonprofit Corporations Act](#), all foreign and domestic vendors seeking to provide non-prequalified services to the department must be able to supply proof of registration with LARA.

To gain approval from LARA or for assistance regarding the Michigan Business Corporation Act or the Michigan Nonprofit Corporations Act, please contact LARA’s Corporations Division office at (517) 241-6470 or [LARA’s Corporations Division website](#).

1.10.1.2 Michigan “2/3rds Principal” Rule

If your firm is contracting to provide professional services in architecture, professional engineering or professional surveying, Article 20 of the Michigan Occupational Code, P.A. 299 of 1980, as Amended, requires that at least 2/3 of the principals of the firm be licensed in Michigan in one or more of the professions.

Questions regarding this policy or the Michigan Occupational Code may be obtained by contacting the Michigan Department of Licensing and Regulatory Affairs (LARA) Design Boards office at (517) 241-0199 or by accessing LARA’s Website, [Department of Licensing and Regulatory Affairs](#).

To gain approval from the Michigan Department of Licensing and Regulatory Affairs, under MCL 339.2010(2), please apply for Firm Approval using the Bureau of Professional Licensing’s online portal, MiPLUS. For assistance applying for firm approval, please view [How to Request Firm Approval](#) and/or contact the Bureau of Professional Licensing directly via phone at (517) 241-0199 or email at BPLHelp@michigan.gov.

1.10.2 Prequalification

Some services will require a consultant/vendor to be prequalified to be eligible to participate in

the selection. For these services, the RFP will clearly state what prequalification classification(s) is required. Interested submitters must be approved in the applicable prequalification classifications listed in the RFP at the time the proposals are due. To become prequalified, a consultant/vendor must submit an application to MDOT's Contract Services Division (CSD). To acquire information on what services MDOT prequalifies for and how to become prequalified, view the [prequalification application](#).

1.10.2.1 Primary Prequalification Classification

MDOT's Request for Proposals (RFP's) will identify both primary and secondary prequalification classification requirements, as determined for each project. To be eligible to submit a proposal on a project, a company must have obtained an approved prequalification status in the applicable prequalification classification(s) listed in the RFP on, or prior to, the proposal due date. The requirements to perform the specific work classifications are as follows:

The prime consultant/vendor must be prequalified in all primary prequalification classifications identified on the RFP. They may, however, subcontract out work identified under the primary prequalification classification(s) to another prequalified consultant/vendor.

1.10.2.2 Secondary Prequalification Classification

The prime consultant is not required to be prequalified in the secondary prequalification classification(s) identified on the RFP. The work, however, must be performed by a prequalified consultant/vendor, which may be either the prime consultant/vendor or a subconsultant/vendor.

In all cases, the prime consultant must perform at least 40% of the services, by dollar value, unless otherwise specified in the RFP.

In all cases, tier one subconsultant(s) must perform at least 50% of the services, by dollar value of their subcontract, unless otherwise specified in the RFP.

If a priced proposal is received where the tier one subconsultant is not performing at least 50% of the service by dollar value of the tier one subcontract, then CSD Division Administrator approval is required. CSD Administrator approval/denial of the exception request will be retained in the contract file within Contract Services.

Consultants are not permitted to Joint Venture for the purpose of prequalification or for the purpose of submitting project proposals. As stated above, subconsulting is permitted as long as the subconsultant is prequalified to perform the intended services and the subconsultant work does not exceed the previously specified percentage of the total dollar amount of the contract.

If the consultant/vendor team does not meet these prequalification requirements, the proposal will be rejected. The prequalification requirements for a service should remain unchanged

throughout the selection process. In the event that the requirements do change during the posting period, the information will be provided to the consultant/vendors on the website.

To ensure a complete consultant/vendor pool, MDOT may advertise such services in newspapers, periodicals or determine other methods in addition to placing information on the MDOT website.

1.11 Disadvantaged Business Enterprise (DBE)

The DBE participation contract goal is specified in the RFP. DBE participation [Form 0182](#) must be submitted to the individual specified in the RFP with the priced proposal, or during contract negotiations. The prime consultant/vendor shall select DBEs to perform, at minimum, work which corresponds in dollar value to the DBE participation goal. DBEs must perform a commercially useful function as required by 49 CFR §26.55 of the Federal Register and by contractual requirements.

If the consultant is unable to achieve DBE participation totaling, at minimum, the amount required by the contract, the consultant must state their intent to apply for a Good Faith Effort (GFE) modification or waiver of the DBE participation goal using [Form 0182](#). If neither the form nor the statement is provided, the proposal will be considered non-responsive and not eligible for contract award. [Form 0182](#) may also be required to be submitted if a contract amendment or authorization revision results in the DBE requirement not being achieved.

DBEs may provide prequalified or non-prequalified services. If prequalification is required, credit may be given only for firms who are both prequalified and DBE-certified in the applicable prequalification classification. Only DBEs who are currently certified and listed on the web-based Michigan Uniform Certification Program (MUCP) database are eligible for DBE participation credit: A MUCP is linked directly to the MDOT Web site at [MDOT - Disadvantaged Business Enterprise](#). Under "Directories," select the "Search MUCP DBE Directory for all certified DBEs in Michigan" link.

1.12 Title VI Notice to the Public

It is the Michigan Department of Transportation's (MDOT) policy to ensure no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not, as provided by Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987. Any person who believes his/her Title VI protection has been violated may file a complaint with MDOT's Title VI Coordinator. Title VI complaint forms and/or advice may be acquired by calling (517) 241-7462 or by visiting the Department's [Title VI website](#).

1.13 Rejection of Submittals

MDOT reserves the right to reject any and all proposals, technical proposals and/or bids received

as a result of any RFP. MDOT will not pay for the information solicited or obtained as a result of a consultant/vendor's response to any RFP. MDOT may, at its discretion, cancel the selection after approval, prior to contract award for any project.

1.14 Acceptance of Proposal Content

The content of a proposal, technical proposal, and bid will become contractual obligations. Failure of the successful proposer to accept these obligations may result in termination of the contract.

1.15 Notice of Selection

The Selected consultants will be posted to MDOT's website after applicable approvals have been received. Total scores, and Bid Amount where applicable, will be provided for all proposals on selections made in Tiers II and III. Only the selected Consultant's name will be provided; however, each consultant will receive their individual score sheet from MDOT via e-mail. This will enable each proposing consultant to compare their scores with the other proposers.

1.16 Debriefing

Feedback may be provided by Project Managers for all Tier II and Tier III selections at the request of the consultant. Feedback will be provided via phone, e-mail, or in person, as determined by the MDOT Project Manager.

1.17 MDOT Digital Signatures

MDOT mandates the use of OneSpan, a cloud-based digital signature software, when signing consultant contracts and amendments. No additional software or user accounts are necessary for utilizing OneSpan. MDOT will initiate the signing process once all internal contract reviews and approvals are complete.

For all other consultant contract and invoicing-related documents - such as prequalification forms, RFP proposal responses, selection forms, price proposals, subcontracts, and invoices - any electronic signature method is acceptable. For further information on MDOT's digital signature requirements, please visit the [MDOT Digital Signature Program](#) website.

2. PART II - PROCESS STEPS

2.1 Selection - Tier I - Services Estimated at Less than \$250,000

The Tier I process is separated into two (2) separate processes:

- QBS selections process
 - o This process must be utilized **only for projects with engineering, architectural, or surveying services**
- Non-QBS selections process
 - o This process must be utilized **only for projects without engineering, architectural, or surveying services**

These two processes are described in detail below.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.
2. The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer of Development or designated approver for Region/TSC managed design jobs; Associate Region Engineer of Operations or designated approver for Region/TSC construction and operational jobs; or the appropriate Section Manager or designated approver for jobs managed by Central Office Bureaus. The approver will electronically stamp the Scope of Services, and return the document to the Project Manager.
3. For Tier I Selections, the Project Manager is required to contact at least one company from the Small Business Program (SBP), which includes all Disadvantaged Business Enterprise (DBE), if such are available for the required Primary prequalification categories. If this a specialty service with no prequalification category, there is no SBP/DBE contact requirement.
4. The MDOT Project Manager will review the prequalification list and send the scope to a minimum of three consultant/vendors by e-mail for their availability to perform the service. A qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. **Vendors cannot provide any cost information at this time.**
5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and

time indicated. [Form 5100D](#) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

6. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments about each of the consultant/vendors that submitted, and attaching the System Manager (or designee) approved scope of services and completed cost estimate.
7. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
8. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
9. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process cannot include engineering, architectural, or surveying services in which price must be a factor in selection and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble completed cost estimate, a scope of work which includes details of the services needed, an anticipated schedule, and any project-specific experience/equipment requirements for the successful proposer. The MDOT Project Manager will also assemble a bid sheet for the required services.
 2. The CSD Scope Specialist must review the scope/bid sheet and contact the Project Manager prior to the Project Manager contacting the consultants/vendors.
 3. The Project Manager will send the scope to at least three consultant/vendors that can provide the service via e-mail and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of these services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
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4. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. [Form 5100D](#) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.
5. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), completed and signed individual form 5100C BV scoresheets for each consultant, and attaching the CSD Scope Specialist approved scope of services.
6. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
7. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
8. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

Services selected by this process may include Federal funding.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.

The Following documentation will be submitted to the CSD Scope Specialist for review:

- a. The completed Checklist to Designate Areas of Evaluation for RFP (5100B), which shows what elements the consultant/vendor is required to submit in the proposal.
- b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for project.
- c. Scope of Services

2. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
3. The Selection Team should establish the consensus meeting date at this time.
4. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
5. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than seven pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.
6. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
7. The Selection Team will review all proposals submitted by the consultant/vendors for compliance as listed in these guidelines and the RFP. Any proposal received after the due date/time or not prepared in accordance with the Consultant/Vendor Selection Guidelines must be rejected.
8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.
9. QBS Tier II Selections
 - a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
 - b. Final approval of all Tier II selections will be performed by the Region Engineer/Division Administrator or the Bureau Director
 - c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.
10. QBS Tier III Selections
 - a. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager

- iii. Two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

The Selection Analyst will notify the two assigned CSRT members at the time of posting of the RFP and the Project Manager will contact the assigned CSRT members to coordinate the proposal evaluation meeting. The Project Manager will be required to designate and notify the remaining team members.

11. The Selection Team will evaluate each consultant/vendor's proposal by completing [Form 5100C](#) individually. After each submitting consultant/vendor is scored individually by everyone on the Selection Team, the Selection Team should hold a consensus meeting where [Form 5100C](#) should be filled out for each submitting consultant/vendor with consensus comments and scores. Please note that comments are required for each scoring criteria being evaluated.
12. Where presentations are required, the selection team will score the proposals to determine who is eligible for shortlisting for the presentation. Except in cases of insufficient response to the solicitation, a minimum of three consultant/vendors will be shortlisted for the presentation. The MDOT Project Manager will contact the shortlisted consultants/vendors to schedule their presentations with at least 3-weeks' notice, **unless otherwise stated in the RFP**. If a written supplement to the technical proposal is required, the RFP will specifically define its requirements. The selection team will score the presentation and written supplement to the technical proposal (if required), adding this score to the original shortlisting scoresheets. All consensus scoresheets along with the Selection Team Action Sheet, will be sent to the selection analyst for review.

For more information regarding presentation, see **3.2.6 Presentations**.

13. Where presentations are not required, the Selection Team will recommend the most qualified consultant/vendor from the information in the proposals.
14. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst. When presentations are not required, the CSRT Action Sheet will indicate which consultant/vendor's proposal had the highest score.
15. The Selection Analyst will review the information and take appropriate action to work with the Selection Team until all selection material is acceptable.
16. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
17. Results of selection approvals will be posted on the MDOT website and the MDOT Project Manager will be notified of those results prior to posting.

18. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services Estimated Greater than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot include any Federal funding in the project phase (i.e. PE, PE-S, CON, etc.).

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, advertisement period for the scope, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.
 - a. If an Understanding of Service is required in the vendor response, the advertisement period must be 2 weeks
 - b. If an Understanding of Service is not required in the vendor response, the advertisement period may be either 1 week or 2 weeks.
 - i. The Project Manager may specify a specific Key Issue directly related to the project for the vendor responses to address without requiring an Understanding of Service
2. The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer of Development or designated approver for Region/TSC managed design jobs; Associate Region Engineer of Operations or designated approver for Region/TSC construction and operational jobs; or the appropriate Section Manager or designated approver for jobs managed by Central Office Bureaus. The approver will electronically stamp the Scope of Services, and return the document to the Project Manager.
3. The Project Manager will submit the following information to MDOT-CSD-Selections mailbox@michigan.gov:
 - a. Final scope with System Manager (or designee) electronic stamp
 - b. Completed Cost Estimate
 - c. Scope review checklist stamped by the System Manager (or designee)
4. CSD will post the scope on the [e-Proposal](#) website.
5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a

consultant/vendor representative with contracting authority.

6. The MDOT Project Manager, along with the Associate Region Engineer of Development, Associate Region Engineer of Operations, Central Section Manager, or designee, will perform a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) to select the preferred vendor.
7. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments (no numerical scores) about each of the consultant/vendors that submitted, the System Manager (or designee) approved scope of services and attaching all proposals received from the consultants/vendors.
8. Review of all recommended selections will be completed by the Chair of the Central Selections Review Team. If the selection has been properly conducted, with adequate supporting documentation, the Chair may approve the selection. If there are any questions about the selection, the Chair may contact the Selection Analyst for assistance.
9. Once the selection is approved, MDOT will seek to contract with the selected consultant/vendor.
10. Negotiations will proceed with the selected consultant/vendor following the instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.4 Low Bid Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.
2. The Following documentation will be submitted to the CSD Scope Specialist for review:
 - a. The completed Checklist to Designate Areas of Evaluation for RFP ([5100B](#)), which shows what elements the consultant/vendor is required to submit in the proposal
 - b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts

- for the project.
- c. Scope of Services
 - d. A bid sheet identifying the bid items and place for consultant/vendor signature and total bid price and a cost derivation sheet (if applicable).
3. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
 4. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
 5. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.
 6. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
 7. The Selection Team will review all proposals submitted by the consultant/vendors for compliance as listed in these guidelines and the RFP. Any proposal received after the due date/time or not in accordance with the Consultant/Vendor Selection Guidelines must be rejected.
 8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.
 9. Low Bid Tier II Selections
 - a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
 - b. Low Bid Tier II selections will be presented to the Region Engineer/Division Administrator or the Bureau Director for approval and CSRT for information only.
 10. Low Bid Tier III Selections

- a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.
 - b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.
 - c. Low bid Tier III Selections will be presented to CSRT for information only.
11. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
 12. MDOT will seek to contract with the bidder with the lowest acceptable bid. MDOT will post the bid amounts on the MDOT website when the selection is approved.
 13. If for any reason contracting is unsuccessful, the Project Manager may proceed to the next lowest bidder and approved vendor from the original selection.

2.5 Best Value Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.
2. The Following documentation will be submitted to the CSD Scope Specialist for review:
 - a. The completed Checklist to Designate Areas of Evaluation for RFP ([Form 5100B](#)), which shows what elements the consultant/vendor is required to submit in the proposal
 - b. Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for the project.
 - c. Scope of Service.
 - d. A bid sheet identifying the bid items and place for consultant/vendor signature and total bid price and a cost derivation sheet (if applicable).
 - e. The scoring criteria and point values that will be used for the best value selection. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added.

*** Note: Best Value scoring criteria will be approved by CSRT prior to the RFP being posted if it deviates from the standard Best Value scoring Criteria listed below.***

The following is the CSRT approved Best Value scoring criteria:

3. SCORING (130 Points)

Proposed Selection Criteria and Total Possible Points

Understanding of Service – 30 Points

Describe your understanding of the service to be provided.

Qualifications of Team – 40 Points

Describe your team, the roles of key personnel, and a project organizational chart.
Provide resumes for key personnel.

Past Performance – 20 Points

Provide references and examples of similar work performed.

Price – 35 Points

CSRT approved formula: $\frac{\text{low bid}}{\text{bid}} * \text{points assigned}$

Completed bid sheet required.

(Price must be at least 25% of overall points assigned)

Location – 5 Points

Indicate the percentage of work that will be performed in Michigan.

4. CSD will present proposed scoring criteria if it deviates from the scoring criteria identified above to CSRT for their approval prior to advertisement of the RFP.
5. After review and any modifications of the RFP by the CSD Scope Specialist, the Selection Analyst will post the RFP on the [e-Proposal](#) website.
6. The Selection Team should establish the consensus meeting date at this time. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.
7. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.
8. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.
9. The Selection Team will review all proposals submitted by the consultant/vendors for compliance with the Consultant/Vendor Selection Guidelines. Any proposal received after the due date/time or not in accordance with the Consultant/Vendor Selection Guidelines

must be rejected.

10. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

11. Best Value Tier II Selections

- a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.
- b. Final approval of all Tier II selections will be done by the Region Engineer/Division Administrator or the Bureau Director.
- c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.

12. Best Value Tier III Selections

- a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.
- b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.

13. Score sheets will be submitted to CSRT for final approval. The Selection Team will evaluate each consultant/vendor's proposal by completing [Form 5100C-BV](#) individually. After each submitting consultant/vendor is scored individually by everyone on the Selection Team, the Selection Team should hold a consensus meeting where [Form 5100C-BV](#) should be filled out for each submitting consultant/vendor with consensus comments and scores. Please note that comments are required for each scoring criteria being evaluated.

14. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst. When presentations are not required, the CSRT Action Sheet will indicate which consultant/vendor's proposal had the highest score.

15. Where presentations are required, the selection team will score the proposals to determine who is eligible for shortlisting for the presentation. Except in cases of insufficient response to the solicitation, a minimum of three consultant/vendors will be shortlisted for the presentation. The MDOT Project Manager will contact the shortlisted consultants/vendors to schedule their presentations with at least 3-weeks' notice, **unless otherwise stated in the RFP**. If a written supplement to the technical proposal is required, the RFP will specifically define its requirements. The selection team will score the presentation and written supplement to the technical proposal (if required), adding this score to the original shortlisting scoresheets. All consensus scoresheets along with the Selection Team Action

Sheet, will be sent to the selection analyst for review.

For more information regarding presentation, see **3.2.6 Presentations**.

16. Where presentations are not required, the Selection Team will determine the selected consultant/vendor from the information in the proposals.

The CSRT will review the information and approve or take appropriate action to work with the Selection Team and/or Selection Analyst until an approved selection is made.

17. If MDOT receives only one response to an RFP and the Selection Team determines the response acceptable, approval by the CSRT Chair is required. See Section 2.7.3 Inadequate Competition (Single Bidder) Selections for process details.
18. Results of approved selection will be posted on the MDOT website and the MDOT Project Manager will be notified of those results prior to posting.

2.6 Multi-Vendor As-Needed Selections (Two-Tier Process)

In accordance with 23 CFR 172.9(a)(3)(iv)(B)(2), all selections for as needed services in which more than one vendor is selected to perform the as-needed service(s), an additional Qualifications-Based Selection procedure (second tier selection) must be performed to select the most qualified consultant for each specific task. The exceptions to this rule are:

1. When multiple vendors are selected to perform as-needed inspection, testing, as-needed CE, etc. on construction projects, and unique items of work or areas of work are assigned to each vendor, on the RFP that was advertised, a single-tier, QBS selection may be performed. The MDOT Project Manager would select the vendor assigned to the specific task, locations, etc. to perform the as-needed work, without any additional documentation.
2. When multiple vendors are selected to perform tasks uniquely assigned to each vendor on the same project (i.e. Vendor #1 is assigned Work Zone Maintenance of Traffic, Vendor #2 is assigned Roadway Design), the MDOT Project Manager would select the vendor assigned to the specific task to perform the as-needed work, without any additional documentation.
3. The total project value does not exceed \$250,000 and was advertised as a Tier I selection.

After completion of the first tier of the selection process, the Project Manager must complete a second, Qualifications-Based Selection which identifies the most qualified vendor for all specific task assignments. This second-tier Qualifications-Based Selection should consider the vendor qualifications, vendor availability, etc. The Project Manager may choose to solicit a short (1-page) Statement of Qualifications (SOQ) from each of the vendors within the pool of available vendors for each specific work task or, may choose to determine the most qualified vendor without a second SOQ submittal from the vendors. Regardless of the selected method of secondary qualifications review, the second-tier selection must be documented on the [5100K](#)

form. For all second-tier selections, with the exception of construction phase services, a copy of this [5100K](#) form should be provided to the Contract Services Division with the Contract Request Form ([Form 5105](#)). For construction phase services, the signed and dated [5100K](#) form will be retained in the Project Manager's project file.

2.7 Non-Competitive Selection Types

Noncompetitive Procurement (as specified in 23 CFR 172.7(a)(3)) involves the procurement of engineering and design-related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. This type of procurement may only be used under controlled circumstances and must follow the applicable approval process defined below:

Non-Competitive Selection Type	Definition	Approval
Sole Source	The service is available only from a single source	CSRT Chair
Inadequate Competition (Single Bidder)	After solicitation of a number of sources, competition is determined to be inadequate	CSRT Chair
Emergency	There is an emergency which will not permit the time necessary to conduct competitive negotiations	FHWA

2.7.1 Sole Source Selections

The following procedure will be followed to attain CSRT Chair review and approval of Sole Source procurement requests:

1. The MDOT Project Manager will provide a written justification via email for the use of the noncompetitive procurement selection to the Selection Analyst.
2. The Selection Analyst reviews the information provided by the MDOT PM and forwards the information to CSRT Chair via email for review and approval.
3. The CSRT Chair will respond to the sole source request via email with approval/denial of the request.
4. CSRT Chair approval/denial of the selection will be retained in the project file within Contract Services.

2.7.2 Emergency Selections

There are two (2) situations in which the Emergency Selection process may be followed:

1. Emergency Relief (ER) Funding Eligible Events (Refer to Section 2.7.2.1) – events when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause. Only facilities classified as arterials, urban collectors or major rural collectors impacted by these events are eligible for ER funds. Facilities classified as minor rural collectors or local roads are not eligible for ER funding even if other Federal-aid funds have been used on those facilities. These routes may be eligible for Federal Emergency Management Assistance (FEMA) in some cases. Use of ER funds require Governor's or President's Declaration of an Emergency or Disaster. For example, a major flooding event which damages a vast area or large number of facilities. See Title 23, U.S.C, Section 125 for additional information regarding Emergency Relief Funding.
2. Non-Emergency Relief Funding Eligible Events – (Refer to Section 2.7.2.2) roads and/or bridges on Federal-aid highways damaged as a direct result of a natural disaster or catastrophic failure from an external cause. These situations are not required to be major events requiring substantial response, but rather smaller events which have significant impacts to the public and do not result in the Governor's or President's Declaration of an Emergency or Disaster.

2.7.2.1 Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause and results in a Governor's or President's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. After the disaster occurs, the Governor or President must declare an emergency or disaster.
2. After a state of emergency or disaster is declared, the MDOT Safety and Security Administration Administrator will contact the Contract Services Administrator to notify the Contracts Unit a state of emergency or disaster has been declared by a Governor's or President's Declaration, and a FHWA Acknowledgement letter indicating the event meets the criteria to qualify as an ER event has been issued. The FHWA Acknowledgement letter gives MDOT the authorization/approval to begin procuring engineering services, and eligibility for ER funding.
3. MDOT will determine if there are any as-needed contracts already in place that may be utilized for the relief efforts. If as-needed contracts are available, they should be utilized to the extent possible to aid in relief efforts. All costs incurred under an as-needed contract that are eligible for ER reimbursement must be tracked separately and submitted for reimbursement.
4. For any services that cannot be procured via an existing as-needed contract, the MDOT Project Manager will provide a written letter of intent for the use of the emergency

procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator via email. This letter of intent must have the Declaration of Emergency/Disaster attached and provide preliminary estimates of the damages to the Federal-aid facilities.

5. The Contract Services Division Administrator reviews the information provided by the MDOT PM.
6. Upon acknowledgement of the Emergency Relief Funding request by FHWA, the MDOT PM must prepare a scope of work, and may contact one MDOT prequalified consultant/vendor by phone or e-mail about their availability to perform the required services.
7. The Project Manager will complete the 5100E and other documents as required, submit it together with the Scope of Services and send to MDOT-CSD-Selections@michigan.gov.
8. Review and approval of the recommended vendor will be completed by the Chair of the Central Selections Review Team.
9. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work (prior to negotiations) to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days unless approved by FHWA for extenuating circumstances. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the ER work.

2.7.2.2. Non-Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when an unforeseen situation occurs which puts the health, safety, and/or welfare of the public at risk and does not lead to a Governor's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. The MDOT Project Manager will provide a written justification via email for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator. This written justification must describe how the event which necessitates the emergency procurement places the public health, safety, and/or welfare at risk.

2. The Contract Services Division Administrator reviews the information provided by the MDOT PM and forwards the information to the MDOT's Safety and Security Administration Administrator, via email for review and approval and to the appropriate Area Engineer at FHWA for information.
3. MDOT will then determine if there are any as-needed contracts already in place that may be utilized for the emergency event. If as-needed contracts are available, they should be utilized to the extent possible.
4. For services that cannot be procured via an existing as-needed contract, the MDOT PM must prepare a scope of services and contact at least three prequalified consultants/vendors by phone or e-mail about their availability to perform the service. If the service complies with the Brooks Act, a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. If the service does not comply with the Brooks Act, the Project Manager will contact at least three consultants/vendors that can provide the service and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of non-Brooks Act services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
5. The Project Manager will complete the 5100E and other documents as required, and send to MDOT-CSD-Selections@michigan.gov.
6. Review and approval of the recommended vendor will be completed by the Chair of the Central Sections Review Team.
7. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution of the LTEC. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work prior to negotiations to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the emergency event work.

2.7.3 Inadequate Competition (Single Bidder) Selections

If after solicitation of a number of sources, it is determined there is insufficient competition to

perform a competitive selection. The following procedure will be utilized to attain CSRT Chair review and approval of inadequate competition procurement requests:

1. The Selections Analyst will send an inadequate competition procurement request to the CSRT Chair. The request will contain the vendor's name, a description of work, advertisement period, and estimated cost of service.
2. The CSRT Chair will respond to the inadequate competition request via email with approval/denial of the request.
3. CSRT Chair approval of the request will be retained in the project file within Contract Services.

3. PART III – PROPOSAL REQUIREMENTS AND SCORING

3.1 Proposal Forms

3.1.1 Form 5100D – Request for Proposal Cover Sheet

The first page of the proposal must be [Form 5100D](#), Proposal Cover Sheet, which is to be completed by the Prime Consultant/Vendor. The cover page must be signed by a consultant/vendor representative with contracting authority. This cover page will **not** be included in the page limitations for any Tier and the information provided will not be a basis of scoring.

[Form 5100D](#) identifies the following Items:

1. Prime and subconsultant/vendor information, applicable Service Prequalification roles as listed in the RFP, and whether those prequalification roles are to be counted toward DBE goals.
2. Documentation that the consultant/vendor has read and understands MDOT's policy regarding conflicts of interest. Consultant/vendor must also certify that there is no conflict of interest with the subject project. If there is a conflict with the subject project, then the consultant/vendor needs to describe the conflict. **MDOT considers it a conflict of interest for a consultant/vendor to represent more than one party in relation to any given project regardless of which phases of the service are involved. Conflict of interest includes a proposal for a consultant/vendor to perform services for MDOT and the construction contractor on the same construction project.**
3. Consultants can find [Conflict of Interest Guidance](#) on MDOT's website.
4. Documentation of the key personnel and the average number of hours per week for the period of time they plan to work on the service for the duration of the task(s), as outlined in the RFP. Subconsultant/vendors should not submit [Form 5100D](#) individually.

The Selection Team must reject any proposal where the Department has determined a conflict of interest exists. The Project Manager should contact the consultant/vendor to assure the information concerning the conflict of interest is correct. The Project Manager will send out a rejection notice to the consultant with a copy to the Selection Analyst.

3.1.2 Form 5100G – Changes to Key Personnel

Loss of Key Staff Notification Process can be located in the MDOT Forms Repository.

If during the selection process, the Project Manager is notified by the consultant/vendor ([Form 5100G](#)) that key personnel are not available, action must be taken as follows:

1. If notified before scoring is complete, but after deadline for submittal, the consultant/vendor can submit the resume of the person who would be replacing the key person. The Selection Team will score using the new key person. The Selection Team must inform the Selection Analyst of the change.
2. If notified after the scoring is complete, but prior to final approval, and the change involves the top scoring consultant/vendor, the consultant/vendor can submit the resume of the person who will replace the key person. The Selection Team must then determine if the new person would affect the selection results. If not, notify the Selection Analyst of the change and the justification for keeping the selection results. If it does, rescore the top consultant/vendor and change the selection.
3. If a consultant/vendor notifies the Project Manager of a key person change any time after the CSRT selection approval, the Project Manager must determine if the new key person is acceptable. If not, the contract/authorization will be terminated, and a new consultant/vendor selected.

Firms that are found to consistently propose personnel who are not available are subject to temporary or permanent loss of their prequalification in that category and may lose the right to submit proposals to MDOT. MDOT acknowledges that there are times where key personnel must be changed due to change in employment or unanticipated work load shifts or schedule changes. All changes in key personnel must be approved by MDOT in writing by completing [Form 5100G](#).

3.1.3 Form 5100J – Consultant Data and Signature Sheet

If prequalification is not required for requested services, the consultant/vendor performing these services must submit [Form 5100J](#).

3.2 Proposal Information and Scoring

All Sheets within the proposal shall be 8.5 x 11, unless approved by the Project Manager. All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

3.2.1 Understanding of Service and Innovations (If Applicable)

This section is optional for all Tiers. The Project Manager may choose to require or not to require the Understanding of Service and Innovations requirements on any solicitation. This section should be required only under the following circumstances:

1. When the complexity of the service needs written verification by the consultant/vendors of their understanding.
2. When it is anticipated that the scores for the Qualifications of the Team section will not be sufficient to differentiate or determine the most qualified team.

This section must be required only when the project is part of the Mentor-Protégé program. When a project is a Mentor-Protégé project, [5100C-MP](#) form must be used.

The information provided by the consultant/vendor should not be a repeat of the information in the scope. NOTE: Not requiring this section does not mean the consultant/vendor does not need to understand the service, just that a narrative is not required.

The consultant/vendor may include any work item that they believe should be added to the scope of services, or any work item that is in the current scope of services which they believe should be altered. They must describe the benefit to the service, the increase/decrease in resources and the increase/decrease to the cost of construction due to the revision to the work item, if applicable.

When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific items from the proposal that were used in the review and final score. The highest scores should be given to proposals that exceeded the expectations of the Selection Team. The lowest scores should be given to proposals that showed a lack of understanding. If the RFP required this section and it was not included, the consultant/vendor will receive a "0" as a score for this item. If the RFP did not require this section and it was included, no additional points will be awarded.

3.2.2 Qualifications of the Team

This Section is mandatory for all Proposals. This section has been assigned the largest possible points for the selection. When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific personnel, their experience and role in the service. Also, if applicable, include a discussion of the effectiveness of how the team is organized. The team should also note any other items from the proposal that were used in the review and final score. The highest scores should be given to staff, consultant/vendor, and sub-consultant/vendor experience on similar projects, and organization of personnel that exceeded the expectations of the Selection Team. The lowest scores should be given to proposals where there was inadequate experienced staff to support the service.

The scoring for Qualifications of Team will be based on the following information:

1. Structure of the Project Team (Role of Firms and Key Personnel)

- a. The consultant/vendor will describe the structure of the project team including the roles of all key personnel and sub-consultant/vendors. The consultant/vendor will determine what personnel are considered “key”, unless it is specifically outlined in the RFP. For each sub-consultant/vendor, they will describe their role in the service and include what percent of the named role that the sub-consultant/vendor is expected to provide.

The consultant/vendor is contractually obligated to supply the key personnel proposed for this service. This includes maintaining them at the capacity level proposed. Any change in key personnel or their capacity level must have written approval of MDOT see [Form 5100G](#) see Loss of Key Staff Notification Process.

2. Organization Chart

Provide an organization chart of your service team including sub-consultant/vendor(s). This chart must include the names of the key personnel selected for this service, their roles on the service, the name of the consultant/vendor by which they are employed, and lines of communication. The RFP may include a list of required key personnel for this service. The organization chart should show the personnel who meet these requirements. Also, indicate the people who will be points of contact with the MDOT Project Manager.

3. Disadvantaged Business Enterprise (DBE)

If DBE participation is required, the consultant/vendor must provide a description of how the submittal meets the DBE participation level and the consultant/vendor’s commitment to maintain the percentage throughout the course of the contract including any future amendments. If the consultant is unable to achieve DBE participation totaling, at minimum, the amount required by the contract, the consultant must state their intent to apply for a Good Faith Effort (GFE) modification or waiver of the DBE participation goal with [Form 0182](#). If neither the form nor the statement is provided, the proposal will be considered non-responsive and not eligible for contract award. If the waiver is granted, the Project Manager will proceed to negotiate with the selected consultant/vendor. If not, and all appeals of the denial have been exhausted, the next highest scoring consultant/vendor will be selected.

[Form 0182](#) may also be required to be submitted if a contract amendment or authorization revision results in the DBE requirement not being achieved. The Project Manager will be contacted for information on the selection and position on the waiver.

4. Location

The consultant/vendor selection criteria may include a consideration of what percentage of the contracted work will be performed in Michigan. The Selection Team will score the percentage of work performed in Michigan on all selections unless the project is for field related projects, on-site inspection, or survey activities. If the project is for field related projects, on-site inspection, or survey activities, then the Selection Team will score the distance from the site to the location of the office(s) as listed in their proposal. The score given should relate to the mileage that may be charged to the service (the further the distance the lower the score). The combination of location and percentage of work performed in Michigan should not exceed five points.

As a guideline for scoring percentage of work performed in Michigan, please use the following:

<u>Percentage of Work To Be Done in Michigan</u>	<u>Score</u>
95% to 100%	5
80% to 94%	4
50% to 79%	3
25% to 49%	2
10% to 24%	1
Less than 10%	0

3.2.3 Quality Assurance / Quality Control (QA/QC) Plan

This section is not required for Tier I or Tier II selections and is optional for Tier III selections.

When scoring this section, the Selection Team will review the consultant/vendor's QA/QC plan for this service. It should include background information of the selected QA/QC manager for this service. The person performing the QA/QC review must have extensive experience with MDOT standards and practices.

When scoring this section, the Selection Team should provide factual statements that support their score. This requires noting specific personnel, their experience and QA/QC role in the service. Also, include a discussion of the effectiveness of the QA/QC plan. The highest scores should be given to QA/QC plans and managers that exceeded the expectations of the Selection Team. The lowest scores should be given to QA/QC plans that were inadequate and/or QA/QC managers without sufficient related experience.

If the RFP required this section and it was not included, a score of "0" will be given. If the RFP did not require this section and it was included, no additional points will be awarded.

3.2.4 Resumes of Key Staff

The consultant/vendor will provide resumes (limit 2 pages per person) for each of the key staff of the prime and sub-consultant/vendors. MDOT will not accept resumes for non-key or support staff. The recommended format shown in [Form 1242](#) may be used for reference. In addition to general resume information, the following information will be provided for service experience that is similar to the service being solicited. The scoring for qualifications of team scoring will be one score based on the following information. The consultant/vendor is contractually obligated to supply the key personnel proposed for this service.

- a. General description of the service.
- b. Role of person in the service.
- c. Service budget.
- d. Year service was completed.
- e. Name of client (agency or company).
- f. Role of consultant/vendors in the service. (It is not required that the submitting consultant/vendors have a role.)
- g. Reference: name and phone number of person to contact for client.
- h. Provide the route name, limits of construction, construction budget, and a general description of type of construction.

3.2.5 Past Performance

This section will be scored when applicable; however, consultants/vendors shall not provide a separate written section documenting their past performance or project summaries other than what is already included in the resumes for key staff. The Selection Team should use relevant performance evaluations from CTRAK for the past three years for the prime vendors that are being proposed. A past performance score will be given based on the information provided in CTRAK, will be derived by taking the prime consultant "Project Evaluation Average" score and doubling that number. If no Project Evaluation Average Scores are available in CTRAK, then a score for this section will be given based on references contacted obtained from information provided in the resumes of key staff, and/or previous experience with the Project Manager.

The highest scores should be given to performance evaluations or references when work was excellent or the highest performance score available was given. The lowest scores should be given to performance evaluations or references where work was poor.

3.2.6 Presentation

Presentations are optional for all selection tiers, but are **not allowed** for Tier I QBS selections. CSD Administrator approval is required prior to solicitation for Tier I non-QBS selections and for all Tier II selections. The MDOT Project Manager must submit written justification for the presentation, along with the scope documents, for review and approval. The MDOT Project Manager may choose to require presentations, with or without the use of a written supplement to the technical proposal. Any required supplement to the technical proposal will have a maximum of seven pages, unless otherwise stated in the RFP. The highest scores should be given to presentations, and any required technical proposal supplement, that exceed expectations and support or enhance scoring from the original proposal. The lowest scores should be given to poor quality presentations and supplements to the technical proposals.

Except in cases of insufficient solicitation response, a minimum of three shortlisted consultant/vendors will be given no less than three weeks' notice of the presentation date, **unless otherwise indicated within the RFP**. When more than three proposals are received, the selection team will review the proposals for scoring, shortlisting at least the top three scoring consultant/vendors for presentation. Additional consideration may be detailed within the RFP. The presentation score (including any supplement to the technical proposal) is added to the shortlisted score from the proposal. The final selection will be determined by the consultant/vendor with the highest total score.

3.3 Completing the 5100C and 5100C-BV score sheet

- Sentences shall be complete and should only refer to the project that was advertised in the RFP.
- Assumptions or comments shall not be made regarding current contracts but rather geared towards proposals that were presented.
- Only factual statements shall be listed as they pertain to what was submitted in the proposal.
- Scoring of the proposal shall focus on merits of the proposal, not the presentation of the proposal.
- Comments must be consistent with the scores.
- Statements can refer to positions but shall not include specific names.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

1. Consultants/vendors will prepare their proposals using guidelines established in this document.
2. Assemble all proposal documentation into a single PDF file.
3. The PDF file shall be named using the following format: **Requisition#XXX_Company Name.PDF** (Example: Requisition#123_XYZ Company.PDF)
4. The PDF file shall be Bookmarked as follows:
 - I. Request for Proposal Cover Sheet, [Form 5100D](#) *(Required for all three tiers)*
 - A. Consultant Data and Signature Sheet, [Form 5100J](#) *(if applicable)*
 - II. Understanding of Service *(Optional for all three tiers)*
 - A. Innovations *(Optional for all three tiers)*
 - III. Qualifications of Team *(Required for all three tiers)*
 - A. Structure of Project Team
 1. Role of Firms
 2. Role of Key Personnel
 - B. Organizational Chart
 - C. Location
 - IV. Quality Assurance/Quality Control Plan *(Optional for Tier III only)*
 - V. Resumes of Key Staff *(2-page maximum per key staff member, Tier II and III only)*
 - VI. Pricing Documents/Bid Sheet *(to be used only for those projects requiring pricing information, i.e.; Low Bid, and Best Value)*

(Note: For any section that is not required per the RFP, edit the bookmark title to include “N/A” after the bookmark title that is not required (i.e. II. Understanding of Service – N/A)

5. Submit the complete bookmarked PDF file to [e-Proposal](#) Website
6. MILOGIN eProposal Instructions can be found at <https://milogintp.michigan.gov/>
7. Once submitted, consultants/vendors will receive an e-mail reply from MDOT indicating that the proposal was received. It is important that you retain a copy of this e-mail as proof that the proposal was submitted on time.

If the e-mail reply has not been received by the consultant/vendor, consider the proposal as unreceived.

Submission Assistance:

If you need assistance or have questions with submitting your proposal, please use the contact information below:

Email: MDOT-Eproposal@michigan.gov

Contact one of the following people immediately if you receive an error message, do not receive an automated response that your proposal was received, or have any other issues with your submittal.

Jamie Torok: torokj@michigan.gov 517-643-1395

Amy Meldrum: meldruma@michigan.gov 517-335-0137

Jacqueline St Onge: StOngeJ2@michigan.gov 517-249-0005

Innovative Contracting Information:

Innovative Contracting Request for Proposals are not advertised via the eProposal portal. Advertisements for Innovative Contracting Projects can be found on [MDOT's Innovative Contracting website](#)

Important Notes:

- All changes to a posted RFP will be made no later than 3 days prior to the proposal due date, and will be identified within the posting.
- MDOT reserves the right to reject any and all proposals, technical proposals and/or bids received as a result of any RFP.
- The PDF proposal files must not be any larger than forty megabytes (40MB). Any that are over will be considered non-responsive and rejected.
- Proposals will not be accepted after the date and time deadline identified.
- MDOT will not accept multiple proposals. If more than one proposal is received, the first proposal received will be treated as the valid proposal. Consultants may not replace or alter a proposal once it has been submitted. A proposal submittal is defined as a PDF file uploaded to E Proposal in accordance with these guidelines.
- Paper copies and other digital versions (CD, flash drive, etc.) of proposals will not be accepted.
- Proposals that fail to comply with these instructions could be considered non-responsive and rejected.

4.2 Instructions for Submitting Bids (Low Bid Selections)

When needed, low bids will be submitted as part of the bookmarked pdf proposal file.

5. PART V - DEFINITIONS

Best Value Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications and price. Best Value uses the bid amount as a component of the total proposal score (at least 25%), but not the determining factor of the selection.

Brooks Act - The Federal policy concerning the selection of firms and individuals to perform architectural, engineering, and related services for the Federal Government.

Contract Administrator (CA) - An informal title given to the person responsible for contract operations within various portions of MDOT. The CA teams with the PM to manage a contract.

Central Selection Review Team (CSRT) – The team is comprised of members with positions ranging from Bureau Directors, Division Administrators, Equal Employment Opportunity Officer, Engineer of Construction Field Services, Region Engineer, TSC Manager and Departmental Manager.

Disadvantaged Business Enterprise (DBE) - Any person or firm that is certified as a DBE by the MDOT Office of Business Development.

Low Bid Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on the lowest bid obtained from items set forth in the Request for Proposal (RFP).

MILogin- MILogin provides enhanced single sign-on (SSO) capabilities in addition to meeting many other business requirements and security and compliance needs. *MILogin:* <https://milogintp.michigan.gov>

Prequalification - A MDOT process of qualifying firms by classification of work. Those firms selected as qualified are eligible to perform work for the Department and are placed on a working list for that purpose.

Prequalification Classification - A specific type of work that MDOT contracts for on a regular basis, in which vendors can request to become prequalified in.

Prequalification Classification Specific Information - The information required for submittal, detailing the vendor staff, vendor experience, and other criteria necessary for MDOT to evaluate the vendor's ability to become prequalified and perform work in a particular classification.

Priced Proposal – the Vendor's proposed cost for the service; updated [Priced Proposal Instructions](#) are available on the Contract Services Division website.

Primary Prequalification – To be eligible to submit a proposal on a project, a company must have obtained an approved prequalification status in the applicable prequalification classification(s) listed in the RFP on or prior to the proposal due date. The prime consultant/vendor must be prequalified in all primary prequalification classifications identified on the RFP. They may, however, subcontract out work identified under the primary prequalification classification(s) to another prequalified consultant/vendor.

Prime Vendor - The person or firm that has an awarded contract with MDOT.

Project Manager (PM) – the person responsible for leading a project from its inception to execution. This includes development and management of the project scope of work, overseeing the selection and contracting (as needed), developing and managing the project budget, providing oversight and direction for the execution of the project, managing the project schedule, reviewing and approving vendor invoices (as needed), management of consultant contracts (as needed), and managing and directing staff (including both internal and external) assigned to the completion of the project.

Proposals - The proposal is the vendor's response to a Department request. See Request for Proposals below for further information on this subject

Qualification Based Selection (QBS) - An equitable selection process that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications set forth in the RFP.

Request for Proposals (RFP) - The Request for Proposal is a document intended to solicit proposals for services. The most important part of an RFP is the Scope of Services. The scope informs the vendor what MDOT services are being solicited. The remainder of the RFP package covers instructions, information, and rules of the process.

Scope of Services - Detailed description of the location, work and deliverables required of the vendor.

Secondary Pre-Qualification - one or more pre-qualification classifications listed on the RFP that is required to complete the services, but is not the primary classification required to complete the services. The prime consultant is not required to be prequalified in the secondary prequalification classification(s) identified on the RFP. The work, however, must be performed by a prequalified consultant/vendor, which may be either the prime consultant/vendor or a subconsultant/vendor.

In all cases, the prime consultant must perform at least 40% of the overall services, by dollar value, unless otherwise specified in the RFP.

In all cases, tier one subconsultant(s) must perform at least 50% of the services, by dollar value of their subcontract, unless otherwise specified in the RFP.

Selection Analyst – Central office personnel responsible for providing assistance in selections and assuring statewide application of the selection process.

Selection Team – Team of individuals gathered to evaluate/score the proposals. The structure of a selection team is the responsibility of the Region Engineer/Division Administrator. The MDOT project manager is typically the leader of the selection team. The team must be comprised of members with at least one different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

Service Completion Date – work completion date on an authorization as determined by the PM.

Technical Proposal – the document prepared and provided by the vendor for presentations.

Tier I Selection – the selection process for vendors/consultants for services estimated under \$250,000 in value.

Tier II Selection - the selection process for vendors/consultants for services estimated between \$250,000 and \$1,500,000 in value.

Tier III Selection - the selection process for vendors/consultants for services estimated at \$1,500,000 and greater in value.

6. GUIDELINE UPDATES BY VERSION

6.12 Version 13 Changes (January 1, 2020)

Performed several grammatical/formatting changes that did not alter the intent/direction provided within these guidelines.

1.1 Request for Proposal (RFP)

For each needed service over ~~\$100,000~~ **\$250,000**, a Michigan Department of Transportation (MDOT) Selection Team is chosen. The MDOT Project Manager and Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

The Project Manager, with assistance from Contract Services Division and in accordance with these Guidelines, will determine the type of selection needed. In accordance with the Federal Highway Administration (FHWA), Federal Aviation Administration (FAA) regulations, Federal Railroad Administration (FRA) and Federal Transit Administration (FTA), professional services (as defined by the Brooks Act below) that are \$250,000 or greater must be selected using Qualifications-Based Selection (QBS).

Only selections for services utilizing any Federal funding that deviate from these Guidelines will require concurrence from the appropriate Federal entity (FHWA, FAA, FRA, or FTA).

Requests for Proposal (RFPs) for all services greater than ~~\$100,000~~ **\$250,000** will be posted on MDOT's website.

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, best value process, or a QBS/low bid process for procuring services. **QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.**

1.1.3 Request for Proposal Advertisement Period

On a quarterly basis, MDOT will post on the website a list of potential service opportunities that are anticipated to be advertised during that quarter. These are services that will exceed ~~\$100,000~~ **\$250,000**. This list is for informational purposes only and does not guarantee that all services listed will be advertised. If the advertised service was not on a prior quarterly anticipated listing, additional advertisement time may be required.

Following are typical advertisement periods:

Anticipated Service Value	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$100,000 \$250,000 - \$500,000	No	21 Calendar Days
	Yes	14 Calendar Days
Over \$500,000	No	28 Calendar Days
	Yes	28 Calendar Days

1.2 Tiers

This Guideline defines the type of RFP based on the estimated cost of the service. Projects are categorized based on estimated service fees in the following manner:

RFP Type	Anticipated Service Cost
No Tier	\$0 - \$100,000
Tier I	\$100,000 \$0 - \$250,000
Tier II	\$250,000 - \$1,500,000
Tier III	\$1,500,000 and Over

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship and a member from specialty areas as needed, such as, but not limited to ITS, geotechnical engineering services, etc. In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a **Central Selections Review Team (CSRT)** delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, **the MDOT Project Manager**, and ~~three~~ **two** additional members, of which one must ~~be from outside the Project Manager's Region, Division, or office, depending upon their work location.~~ **have a different reporting relationship from the MDOT Project Manager.** For Best Value, Qualifications/Low Bid and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship.

Unless ~~otherwise approved~~ **another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection,** the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

1.4.1 Selection Team Member's Conflict of Interest

The Project Manager, ~~or otherwise appointed individual to perform the duties of the Project Manager through selection,~~ must assure that no member(s) on the team has any appearance of a conflict of interest. Any member that has a conflict of interest shall be removed from the Selection Team. If there is participation on the Selection Team from non-MDOT employees, they must complete [Form 5100F](#).

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of five (5) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. ~~The MDOT Project Manager will strive to place all questions and their answers~~ **send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers** on the MDOT website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

1.9 Disclosures

The information provided in the consultant/vendor's proposal will be kept confidential by MDOT. ~~However, all information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.~~

Except for services under ~~\$100,000~~ **\$250,000 (Tier I)** where phone solicitations are acceptable, MDOT personnel shall not discuss the selection, scope, or qualifications of consultant/vendors until the selection is approved.

~~All information in a consultant/vendor's proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the "Freedom of Information Act," 1976 Public Act No. 442, as amended, MCL 15.231, et seq.~~

1.12 Title VI Notice to the Public

It is the Michigan Department of Transportation's (MDOT) policy to ensure no person shall, on the grounds of race, color, ~~or~~ national origin, ~~or sex, as provided by Title VI of the Civil Rights Act of 1964~~ be excluded from participation in, be denied the benefits of, or be otherwise **subjected to discrimination against under any programs and activities program or activity, whether those programs and activities are federally funded or not, as provided by Title VI of the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987.** Any person who believes his/her Title VI protection has been violated may file a complaint with MDOT's Title VI Coordinator. Title VI complaint forms and/or advice may be acquired by calling (517) ~~373-0980~~ **241-7462** or by visiting the Department's [Title VI website](#).

2.1 (QBS) Selection - Tier I - Services Estimated at Less than ~~\$100,000~~ \$250,000

Services selected by this process cannot be amended to exceed ~~\$100,000~~ \$250,000. Services that exceed ~~\$100,000~~ \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed ~~\$100,000~~ \$250,000, the Tier I, II or Tier III process must be followed.

- 8) Negotiations will proceed with the selected consultant/vendor following the ~~Priced Proposal Guidelines~~ instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

Removed Section 2.2 (QBS) Selection - Tier I - Services Estimated Between \$100,000 and \$250,000

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

10. QBS Tier III Selections

- a. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager
 - iii. ~~Three~~ Two additional members, of which one must be from outside the Project Manager's Region, Division, or office, depending upon their work location have a different reporting relationship from the MDOT Project Manager.

18. Negotiations will proceed with the selected consultant/vendor following the ~~Priced Proposal Guidelines~~ instructions provided within the Priced Proposal Template available on MDOT's website. Once negotiations have been initiated with the selected consultant/vendor, they will continue until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason negotiations are unsuccessful, the Project Manager may proceed to the next most qualified and approved vendor from the original selection.

2.3 Qualifications Based (QBS)/Low Bid Selections (Two-Tier Process)

- 2- If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, the process defined in Section 2.7.1 Sole Source Selections will be followed to attain FHWA review and approval. ~~following process will be followed to attain FHWA review and approval:~~

- ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~
- ~~Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
- ~~FHWA approval of the selection will be retained in the project file within Contract Services.~~

2.4 Low Bid Selections

10. Low Bid Tier III Selections

- c. Low bid Tier III Selections will be presented to CSRT for information only.
 - If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, **the process defined in Section 2.7.1 Sole Source Selections will be followed to attain FHWA review and approval.** ~~following process will be followed to attain FHWA review and approval:~~
 - ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~
 - ~~Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
 - ~~FHWA approval of the selection will be retained in the project file within Contract Services.~~

2.5 Best Value Selections

- 17. If MDOT only receives one response to a RFP and the project is funded by FHWA funds, then FHWA approval is required. The Selection Team will determine if the selection is acceptable prior to seeking FHWA approval. If the selection is approved by the MDOT Selection Team, the **following process will be followed defined in Section 2.7.1 Sole Source Selections will be followed** to attain FHWA review and approval.
 - i. ~~MDOT Project Manager emails a write up consisting of the vendor's name, the description of work, the amount of time the RFP was advertised for, the estimated cost of service and the vendor's past performance on similar tasks to the Selection Analyst.~~

- ~~ii. Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA via email for review and approval.~~
- ~~iii. FHWA approval of the selection will be retained in the project file within Contract Services.~~

Added 2.7.1 Sole Source/Inadequate Competition Selections

3.2 Proposal Information and Scoring

All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

5. Definitions

~~**Indefinite Delivery of Services (IDS) Contract** – These contracts are multi-year contracts that do not contain any work but establish funding maximums and overall contract timelines at the time of execution. The contract establishes a relationship with the vendor and provides a mechanism so that "authorizations" can be issued when work is ready to proceed. The work and dollars for specific work tasks are added at a later time via an authorization. The provisions of the contract apply during the activities initiated by the authorization.~~

Project Manager (PM) – the person responsible for ~~determining the need for services. Oversees and evaluates the work.~~ leading a project from its inception to execution. This includes development and management of the project scope of work, overseeing the selection and contracting (as needed), developing and managing the project budget, providing oversight and direction for the execution of the project, managing the project schedule, reviewing and approving vendor invoices (as needed), management of consultant contracts (as needed), and managing and directing staff (including both internal and external) assigned to the completion of the project.

6.13 Version 14 Changes (March 5, 2020)

Performed several grammatical/formatting changes that did not alter the intent/direction provided within these guidelines.

1.1 Request for Proposal (RFP)

~~For each needed service over \$250,000, a Michigan Department of Transportation (MDOT) Selection Team is Chosen.~~ The MDOT Project Manager and/or Contract Services Division (CSD) are responsible for determining which prequalification classifications, if any, are required for the service. The MDOT Project Manager develops the Request for Proposal (RFP) which is a combination of the scope of work and completed [Form 5100B](#) that gives the consultant/vendors information on the selection.

1.1.3 Request for Proposal Advertisement Period

Federal funding and whether engineering services are required for the project will also affect the amount of time a project is advertised. Projects without Federal funding (100% State funded) in the project phase being advertised (i.e. PE, PE-S, CON, etc.) AND with engineering, architecture, or surveying services required, may be advertised for one (1) week or two (2) weeks depending upon the complexity of the proposal deliverables. For 100% State funded projects with engineering, architecture, or surveying services required, scopes requiring the submittal of an Understanding of Service section (see Section 3.2.1 Understanding of Service and Innovations (If Applicable)) must be advertised for 2 weeks. For 100% state funded projects with engineering, architecture, or surveying services required, that do not require the submittal of an Understanding of Service, the projects may be advertised for either one (1) or two (2) weeks depending upon the complexity of the project and will be at the MDOT Project Manager's discretion. For projects with any Federal funding in the project phase, see the typical advertisement period table below.

Following are typical advertisement periods:

Federally Funded Phases

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	Yes or No	No	21 Calendar Days
	Yes or No	Yes	14 Calendar Days
Over \$500,000	Yes or No	Yes or No	28 Calendar Days

State Funded Phases (100% State Funding)

Anticipated Service Value	Engineering and/or Architecture, and/or Surveying Services Required for Project	Posted on Quarterly Anticipated Listing	Typical Advertisement Period
\$250,000 - \$500,000	No	No	21 Calendar Days
	No	Yes	14 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days
Over \$500,000	No	Yes or No	28 Calendar Days
	Yes	Yes or No	7 to 14 Calendar Days

If MDOT determines that an advertisement period shorter than listed in the above table is warranted due to the nature of the work or timeline, Region Engineer/Division Administrator approval will be obtained, and MDOT will indicate on our advertisement page the “Shortened Advertisement Period”. MDOT will also put a note in either the paper file or an electronic file detailing the justification for the shortened advertisement period. **Advertisements with Federal funding in the project phase shall not be less than 14 days.** Only in very unusual circumstance and with the approval of FHWA, can the minimum 14-day advertisement period be reduced **on projects with Federal funding in the project phase.**

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of ~~five (5)~~ **three (3)** business days prior to the date and time that the proposal is due unless otherwise stated in RFP.

1.9 Disclosures

The information provided in the consultant/vendor’s proposal will be kept confidential by MDOT. However, all information in a consultant/vendor’s proposal and any contract resulting from the RFP are subject to disclosure under the provisions of the “Freedom of Information Act,” 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

~~Except for services under \$250,000 (Tier I) where phone solicitations are acceptable, MDOT personnel shall not discuss the selection, scope, or qualifications of consultant/vendors until the selection is approved.~~

The consultant/vendor may contact MDOT Contract Administration staff at any time with general questions concerning the selection and/or contracting process.

2.1 Selection - Tier I - Services Estimated at Less than \$250,000

~~Services selected by this process cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.~~

The Tier I process is separated into two (2) separate processes:

- QBS selections process
 - o This process must be utilized **only for projects with engineering, architectural, or surveying services**
- Non-QBS selections process
 - o This process must be utilized **only for projects without engineering, architectural, or surveying services**

These two processes are described in detail below.

Added 2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Added 2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

Services selected by this process may include Federal funding.

Added 2.3 (QBS) Selection – 100% State Funded Only - Services Estimated Greater than \$250,000

3.2.2 Qualifications of the Team

4. Location

The consultant/vendor selection criteria ~~will~~ **may** include a consideration of what percentage of the contracted work will be performed in Michigan.

3.2.4 Resumes of Key Staff

~~Resumes are not required for services estimated under \$250,000 (Tier I). Proposals will be considered non-responsive if resumes are included for QBS Tier I Selections.~~ The consultant/vendor will provide resumes (limit 2 pages per person) for each of the key staff of the prime and sub-consultant/vendors.

3.2.5 Past Performance

This section ~~must~~ **will** be scored ~~for all solicitations~~ **when applicable**; however, consultants/vendors shall not provide a separate written section documenting their past performance or project summaries other than what is already included in the resumes for key staff.

6.14 Version 15 Changes (June 25, 2020)

1.1.2 Qualifications-Based Selection (QBS)

The Michigan Department of Transportation (MDOT) uses a QBS process, low bid process, ~~best value process~~, or a **best value** QBS/low bid process for procuring services. QBS is a procurement process for the competitive selection of services under which the most competent consultant/vendor is selected based on qualifications such as knowledge, skill, experience, and other project-specific factors, rather than cost. Cost cannot be considered when selecting a consultant/vendor utilizing the QBS process. Fair and reasonable cost is negotiated with the selected consultant/vendor for the agreed-upon scope of services.

NOTE: All selections of services defined in the Brooks Act, for any estimated dollar value, will be completed using QBS criteria. ~~Qualifications/Low Bid, Low Bid, or Best Value~~ selections are not permitted. All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/low bid, low bid, or best value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

1.2 Tiers

Consultants/vendors selected using the QBS process will be requested to submit a priced proposal after selection (not with their response to the RFP). If any problems occur during the contracting process that do not allow MDOT to contract with the selected consultant/vendor, the next qualified consultant/vendor based on QBS, ~~QBS/low bid~~, best value, or low bid will be considered for the contract.

1.6 Inquiries

All questions regarding the scope of work in the RFP must be submitted by e-mail to the MDOT Project Manager or as directed in the RFP. Questions shall be received a minimum of three (3) business days prior to the date and time that the proposal is due unless otherwise stated in RFP. The MDOT Project Manager will strive to send the questions with the appropriate responses to MDOT-CSD-Selections@michigan.gov with sufficient time to post these Questions/Answers on the MDOT [e-Proposal](#) website within 48 hours of receipt of the questions. The names of the consultant/vendors submitting questions will not be disclosed.

Responses to questions posted on MDOT's [e-Proposal](#) website officially act as a modification/amendment to the RFP. It is the responsibility of the Consultant to monitor the website, and implement any changes into their responses, as applicable.

1.7 Addenda to RFP

If it becomes necessary to revise any part of the RFP, addenda will be posted on the MDOT [e-Proposal](#) website. It is the responsibility of the Consultant to monitor the [e-Proposal](#) website, and implement any changes into their responses, as applicable.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

9. The MDOT Project Manager will assemble **completed cost estimate**, a scope of work which includes details of the services needed, an anticipated schedule, and any project-specific experience/equipment requirements for the successful proposer. The MDOT Project Manager will also assemble a bid sheet for the required services.

10. The CSD Scope Engineer must review the **completed cost estimate**, scope/bid sheet and contact the Project Manager prior to the Project Manager contacting the consultants/vendors.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

- d. ~~Completed, signed and dated~~ Cost Estimate Worksheet, indicating estimated hours and dollar amounts for project.

2. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

2.3 (QBS) Selection – 100% State Funded Only - Services Estimated Greater than \$250,000

4. ~~The Selection Analyst~~ **CSD** will post the scope on the [e-Proposal](#) website.

2.4 Qualifications Based (QBS)/Low Bid Selections (Two-Tier Process)

~~All selections other than those defined in the Brooks Act must include price of service as a consideration. Qualifications/Low Bid, Low Bid, or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.~~

1. ~~The MDOT Project Manager will assemble a scope of work which includes details of the services needed, an anticipated schedule, and what prequalification classifications, both primary and secondary, are required.~~

~~The following documentation will be submitted to the CSD Scope Engineer for review:~~

- a. ~~The completed Checklist to Designate Areas of Evaluation for RFP (5100B), which shows what elements the consultant/vendor is required to submit in the proposal~~
- b. ~~Completed Cost Estimate Worksheet, indicating estimated hours and dollar amounts for the project.~~
- c. ~~Scope of Services which includes a minimum acceptable scoring threshold that the proposals must meet for their bids to be opened.~~
- d. ~~A bid sheet identifying the bid items, consultant/vendor signature block, total bid price, and a cost derivation sheet (if applicable).~~
- e. ~~The scoring criteria and point values that will be used for the Qualifications scoring threshold for Qualifications/low bid selections. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added. Note:~~

~~Qualifications/Low Bid scoring criteria/cut off will be approved by CSRT prior to RFP being posted.~~

- ~~2. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.~~
- ~~3. If the service does not require prequalification, the Selection Team should assure that eligible consultant/vendors are aware of the solicitation. This may mean that additional advertisements are placed in newspapers, periodicals, additional websites, and/or an email notification is sent to consultant/vendors.~~
- ~~4. Interested consultant/vendors shall submit an electronic proposal in accordance with the guidance provided in this document, which must be received by the deadline date and time indicated. The proposal may not be more than 7 pages in length for Tier II selections, and not more than 14 pages in length for Tier III selections, not including key personnel resumes, which are limited to two (2) pages per person. [Form 5100D](#) and [5100J](#) (if applicable) must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority. These forms will not be included in the page limitations.~~
- ~~5. If applicable, the Project Manager will check the prequalification status of the prime and subconsultant/vendors to ensure compliance as stated in these guidelines.~~
- ~~6. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship.~~
- ~~7. QBS /Low Bid Tier II Selections~~
 - ~~a. 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a CSRT delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity.~~
 - ~~b. Final approval of all Tier II selections will be done by the Region Engineer/Division Administrator for approval or the Bureau Director~~
 - ~~c. CSRT will not approve Tier II Selections. The selections will be presented to CSRT for information only.~~
- ~~8. QBS/Low Bid Tier III Selections~~
 - ~~a. A member of the CSRT will serve on the Selection Team. The Selection Analyst will notify the CSRT member at the time of posting of the RFP and the Project Manager will contact the CSRT Member to coordinate proposal evaluation meetings.~~
 - ~~b. The Selection Team will complete the CSRT Action Sheet ([Form 5100E](#)) and forward it to the Selection Analyst.~~
 - ~~c. Score Sheets will be submitted to CSRT for final approval.~~

2.5 Low Bid Selections

3. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

2.6 Best Value Selections

5. After review and any modifications of the RFP by the CSD Scope Engineer, the Selection Analyst will post the RFP on the [e-Proposal](#) website.

3.2 Proposal Information and Scoring

All Sheets within the proposal shall be 8.5 x 11, unless approved by the Project Manager. All text within the proposal shall be 12-point font size with the exception of resumes, forms, exhibits/graphics, and tables. Resumes, forms, exhibits/graphics, and tables may have smaller fonts. Proposals not adhering to this requirement may be considered non-responsive.

3.2.1 Understanding of Service and Innovations (If Applicable)

This section must be required only when the project is part of the Mentor-Protégé program. When a project is a Mentor-Protégé project, [5100C-MP](#) form must be used.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

8. Consultants/vendors will prepare their proposals using ~~the current proposal~~ guidelines established in this document.
5. Submit the complete bookmarked PDF file to [e Proposal](#) Website ~~by e-mail to: MDOT-RFP-Response@michigan.gov unless otherwise specified in the scope/RFP. There is no link from the MDOT website that will allow the RFP response to be sent.~~
6. ~~The subject line of the e-mail shall include the requisition number (as identified on MDOT's website or in the RFP) and the consultant/vendor's name in the following format:~~
Requisition#XXX_Company Name
(Example: Requisition#123_XYZ Company)
7. ~~The electronic proposal must be e-mailed by the consultant/vendor and must be received by MDOT no later than the due date and time designated in the RFP.~~
9. MILOGIN eProposal Instructions can be found at the following link. <https://milogintp.michigan.gov>
10. If the e-mail reply has not been received by the consultant/vendor, consider the proposal as ~~unsent~~ **unreceived**. In rare cases, it may be necessary to send the e-mail from a different

~~e-mail address. Continue sending until the automatic reply from MDOT has been received.~~

VI. Pricing Documents/Bid Sheet *(to be used only for those projects requiring pricing information, i.e.; Low Bid, ~~QBS/Low Bid~~, and Best Value)*

Important Notes:

- All solicited consultant/vendors will be notified on the [e-Proposal](#) website if there is a change in the due date or time.
- The PDF proposal files must not be any larger than ~~five megabytes (5 MB)~~ **Forty megabytes (40MB)**. Any that are over five megabytes will be considered non-responsive and rejected.
- MDOT will not accept multiple proposals. If more than one proposal is received, the first proposal received will be treated as the valid proposal. Consultants may not replace or alter a proposal once it has been submitted. A proposal submittal is defined as ~~an email including an attached PDF file~~ **uploaded to eProposal** in accordance with these guidelines.

5. Definitions

MILogin- State of Michigan Identity, Credential and Access Management (MICAM) solution. MILogin provides enhanced single sign-on (SSO) capabilities in addition to meeting many other business requirements and security and compliance needs. **MILogin:** <https://milogintp.michigan.gov>

Best Value Selection- Selection process that is not defined under the Brooks Act that enables the owner to obtain the services of a highly qualified professional vendor based on qualifications and price. ~~Unlike the QBS/Low Bid process,~~ Best Value uses the bid amount is a component of the total proposal score (at least 25%), but not the determining factor of the selection.

~~**Qualification Based/Low Bid Selection (QBS/Low Bid)** Two step selection process that is not defined under the Brooks Act which enables the owner to obtain the services of a highly qualified professional vendor based on qualifications set forth in the RFP. The selected vendor is then chosen by the lowest bid obtained from items set forth in the RFP.~~

6.15 Version 16 Changes (December 1, 2020)

1.1.1 Brooks Act

Brooks Act services for projects valued at \$250,000 or more, are defined as “professional services of an architectural or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described in this paragraph; professional services of an

architectural or engineering nature performed by contract that are associated with ~~research~~, planning, development, design, construction, alteration, or repair of real property; and such other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.”

1.4 Selection Team

Selection Team Members shall consist of at least three persons which will include at least one member from a different reporting relationship. ~~A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members. and a member from specialty areas as needed, such as, but not limited to ITS, geotechnical engineering services, etc.~~ In addition, 25% of Tier II selections will be randomly selected and an additional MDOT employee will be included in the Selection Team, acting as a Central Selections Review Team (CSRT) delegate. The CSRT delegates will be alternately selected from a pool of MDOT staff trained in this capacity. For QBS Tier III selections, the Selection Team will consist of two members of the CSRT, the MDOT Project Manager, and two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. A different reporting relationship is defined as that in which the ~~first line supervisor may not be the same individual for all three selection team members.~~ For Best Value, ~~Qualifications/Low Bid~~ and Low Bid Tier III selection the Selection Team will be comprised of at least four people, including a CSRT member, and at least one of the remaining three members of the Selection Team should be from a different reporting relationship. A different reporting relationship is defined as that in which the ~~first line supervisor may not be the same individual for all three selection team members.~~

Unless another individual is appointed by the Division Administrator, Bureau Director, Office Director/Administrator, or Region Engineer in writing to perform all the duties of a Project Manager through selection, the Project Manager will be part of the Selection Team. Any deviation from the Selection Team make up will require Region Engineer/Division Administrator approval. Specific selection team requirements are identified under each selection type further in this document.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot be amended to exceed \$250,000. Services that exceed \$250,000 cannot be broken down into smaller components merely to permit the use of this selection process. If it is anticipated that the cost of the service could eventually exceed \$250,000, the Tier II or Tier III process must be followed.

1. The MDOT Project Manager will assemble a scope of work which includes details of the services needed, required proposal deliverables, and an anticipated schedule. It also indicates what prequalification classifications, both primary and secondary, are required.

2. The ~~Region Systems Manager (Associate Region Engineer of Development) or designee must review~~ final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer for Development for Region/TSC managed design jobs; Associate Region Engineer for Operations for Region/TSC construction and operational jobs; or the appropriate Section Manager for jobs managed by Central Office Bureaus. The approver will digitally sign the Scope of Services, and return these document to the Project Manager.

~~electronically sign the final scope, and document the review of the scope then return the final scope to the Project Manager prior to the Project Manager contacting the consultants/vendors.~~

3. For Tier I Selections, the Project Manager is required to contact at least one Small Business Enterprise (SBE), which includes all Disadvantaged Business Enterprise (DBE), if such are available for the required Primary prequalification categories. If this a specialty service with no prequalification category, there is no SBE/DBE contact requirement.

5. The Project Manager will send the selection information to MDOT-CSD-Selections@michigan.gov by completing [Form 5100E](#), providing supporting comments about each of the consultant/vendors that submitted, and attaching the System Manager (or designee) approved scope of services and ~~MDOT Project Manager signed/dated engineer's~~ completed cost estimate.

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. **A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.**
10. QBS Tier III Selections
 - f. The Selection Team will consist of:
 - i. Two members of the CSRT,
 - ii. The MDOT Project Manager
 - iii. Two additional members, of which one must have a different reporting relationship from the MDOT Project Manager. **A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.**

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services

Estimated Greater than \$250,000

Services selected by this process must include either engineering, architectural, or surveying services and cannot include any Federal funding in the project phase (i.e. PE, PE-S, CON, etc.).

~~2. The Region Systems Manager (Associate Region Engineer of Development) or designee must review the scope, electronically sign the final scope, and document the review of the scope then return the final scope to the Project Manager.~~

The final scope shall be reviewed and approved by the appropriate approver as follows: Associate Region Engineer for Development for Region/TSC managed design jobs; Associate Region Engineer for Operations for Region/TSC construction and operational jobs; or the appropriate Section Manager for jobs managed by Central Office Bureaus. The approver will complete the Scope Review Checklist, document the review of the final scope by digitally signing the document, and then return the documents to the Project Manager.

11. The Project Manager will submit the following information to MDOT-CSD-Selections mailbox@michigan.gov:

- a. Final scope with System Manager (or designee) electronic signature
- ~~b. Signed and dated Engineer's estimate for the requested services~~ **Completed Cost Estimate**
- c. Scope review checklist signed by the System Manager (or designee)

2.4 Low Bid Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. ~~Qualifications/Low Bid~~ Low Bid or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

8. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should be from a different reporting relationship. **A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.**

2.5 Best Value Selections

All selections other than those defined in the Brooks Act must include price of service as a consideration. ~~Qualifications/Low Bid,~~ Low Bid, or Best Value (the bid amount is a component of the total proposal score, but not the determining factor of the selection) selections processes must be used.

- e. The scoring criteria and point values that will be used for the best value selection. The following five scoring criteria are required; however, the points possible per scoring criteria may vary. (1) Understanding of Service (2) Qualifications of Team; (3) Past Performance; (4) Location; (5) Price. Any other scoring criteria may be added. Note: Best Value scoring criteria will be approved by CSRT prior to the RFP being posted **if it deviates from the standard Best Value scoring Criteria listed below.**

The following is ~~an example of~~ **the CSRT approved** Best value scoring criteria:

3. SCORING (130 Points)

Proposed Selection Criteria and Total Possible Points

Understanding of Service – 30 Points

Describe your understanding of the service to be provided.

Qualifications of Team – 40 Points

Describe your team, the roles of key personnel, and a project organizational chart. Provide resumes for key personnel.

Past Performance – 20 Points

Provide references and examples of similar work performed.

Price – 35 Points

CSRT approved formula: $\frac{\text{low bid}}{\text{bid}} * \text{points assigned}$

Completed bid sheet required.

(Price must be at least 25% of overall points assigned)

Location – 5 Points

Indicate the percentage of work that will be performed in Michigan.

- 10. An MDOT Selection Team will be assembled for each service. The Selection Team must be comprised of at least three people, and at least one member of the Selection Team should

be from a different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

5. Definitions

Selection Team – Team of individuals gathered to evaluate/score the proposals. The structure of a selection team is the responsibility of the Region Engineer/Division Administrator. The MDOT project manager is typically the leader of the selection team. The team must be comprised of members with at least one different reporting relationship. A different reporting relationship is defined as that in which the first line supervisor may not be the same individual for all three selection team members.

6.17 Version 17 Changes (March 1, 2021)

1.5 Conflict of Interest

~~The consultant/vendor must certify that there is no conflict of interest with the subject project. If there is a conflict with the subject project, then the consultant/vendor must describe the conflict on [Form 5100D](#). MDOT considers it a conflict of interest for a consultant/vendor to represent more than one party in relation to any given project regardless of which phases of the service are involved. Conflict of interest includes a proposal for a consultant/vendor to perform services for MDOT and the construction contractor on the same construction project.~~

~~Consultants can find [Conflict of Interest Guidance for Project Managers and Consulting Firms](#) on MDOT's website.~~

The consultant/vendor must identify its status as it relates to a conflict of interest or perceived conflict of interest for each project on which a proposal is submitted. This status must be identified and described, as applicable, on [Form 5100D](#). Consultants can find the [Conflict of Interest Guidance](#) document on MDOT's website.

2.1.1 (QBS) Selection - Tier I - Services Estimated at Less than \$250,000

5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000

4. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time

indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process - Services Estimated Greater than \$250,000

5. Interested consultant(s)/vendor(s) shall submit an electronic proposal in accordance with the guidance provided in the Scope of Service which must be received by the deadline date and time indicated. Form 5100D must be submitted with all proposals and must be signed by a consultant/vendor representative with contracting authority.

6.18 Version 18 Changes (April 22, 2021)

2.7.2 Emergency Selections

There are two (2) situations in which the Emergency Selection process may be followed:

1. Emergency Relief (ER) Funding Eligible Events (Refer to Section 2.7.2.1) – events when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause. Only facilities classified as arterials, urban collectors or major rural collectors impacted by these events are eligible for ER funds. Facilities classified as minor rural collectors or local roads are not eligible for ER funding even if other Federal-aid funds have been used on those facilities. These routes may be eligible for Federal Emergency Management Assistance (FEMA) in some cases. Use of ER funds require Governor's or President's Declaration of an Emergency or Disaster. For example, a major flooding event which damages a vast area or large number of facilities. See Title 23, U.S.C, Section 125 for additional information regarding Emergency Relief Funding.
2. Non-Emergency Relief Funding Eligible Events – (Refer to Section 2.7.2.2) roads and/or bridges on Federal-aid highways damaged as a direct result of a natural disaster or catastrophic failure from an external cause. These situations are not required to be major events requiring substantial response, but rather smaller events which have significant impacts to the public and do not result in the Governor's or President's Declaration of an Emergency or Disaster.

2.7.2.1 Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when roads and/or bridges on Federal-aid highways are damaged as a direct result of a natural disaster or catastrophic failure from an external cause and results in a Governor's or President's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. After the disaster occurs, the Governor or President must declare an emergency or disaster.
2. After a state of emergency or disaster is declared, the MDOT Safety and Security Administration Administrator will contact the Contract Services Administrator to notify the Contracts Unit a state of emergency or disaster has been declared by a Governor's or President's Declaration, and a FHWA Acknowledgement letter indicating the event meets the criteria to qualify as an ER event has been issued. The FHWA Acknowledgement letter gives MDOT the authorization/approval to begin procuring engineering services, and eligibility for ER funding.
3. MDOT will determine if there are any as-needed contracts already in place that may be utilized for the relief efforts. If as-needed contracts are available, they should be utilized to the extent possible to aid in relief efforts. All costs incurred under an as-needed contract that are eligible for ER reimbursement must be tracked separately and submitted for reimbursement.
4. For any services that cannot be procured via an existing as-needed contract, the MDOT Project Manager will provide a written letter of intent for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator via email. This letter of intent must have the Declaration of Emergency/Disaster attached and provide preliminary estimates of the damages to the Federal-aid facilities.
5. The Contract Services Division Administrator reviews the information provided by the MDOT PM.
6. Upon acknowledgement of the Emergency Relief Funding request by FHWA, the MDOT PM must prepare a scope of work, and may contact one MDOT prequalified consultant/vendor by phone or e-mail about their availability to perform the required services.
7. The Project Manager will complete the 5100E and other documents as required, submit it together with the Scope of Services and send to MDOT-CSD-Selections@michigan.gov .
8. Review and approval of the recommended vendor will be completed by the Chair of the Central Selections Review Team.

9. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work (prior to negotiations) to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days unless approved by FHWA for extenuating circumstances. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the ER work.

2.7.2.2. Non-Emergency Relief Funding Eligible Events

As stated above, this selection process may be used when an unforeseen situation occurs which puts the health, safety, and/or welfare of the public at risk and does not lead to a Governor's Declaration of Emergency or Disaster. The following procedure will be implemented for these emergency event selections:

1. The MDOT Project Manager will provide a written justification via email for the use of the emergency procurement selection to the Contract Services Division Administrator and the Project Manager's Region Engineer/Division Administrator. This written justification must describe how the event which necessitates the emergency procurement places the public health, safety, and/or welfare at risk.
2. The Contract Services Division Administrator reviews the information provided by the MDOT PM and forwards the information to the MDOT's Safety and Security Administration Administrator, via email for review and approval and to the appropriate Area Engineer at FHWA for information.
3. MDOT will then determine if there are any as-needed contracts already in place that may be utilized for the emergency event. If as-needed contracts are available, they should be utilized to the extent possible.

4. For services that cannot be procured via an existing as-needed contract, the MDOT PM must prepare a scope of services and contact at least three prequalified consultants/vendors by phone or e-mail about their availability to perform the service. If the service complies with the Brooks Act, a qualifications-based selection, as described in Section 1.1.2 Qualifications-Based Selection (QBS) will be performed to select the preferred vendor. If the service does not comply with the Brooks Act, the Project Manager will contact at least three consultants/vendors that can provide the service and will determine the most qualified consultant/vendor using evaluation criteria appropriate for the service. The selection of non-Brooks Act services must utilize either a Low Bid or Best Value Selection. See Sections 2.4 Low Bid Selections and 2.5 Best Value Selections for additional information regarding these selection types.
5. The Project Manager will complete the 5100E and other documents as required, and send to MDOT-CSD-Selections@michigan.gov.
6. Review and approval of the recommended vendor will be completed by the Chair of the Central Sections Review Team.
7. Upon approval of the selected consultant/vendor, a Limited Term Emergency Contract (LTEC) will be executed with the selected consultant/vendor, with contract negotiations occurring after execution of the LTEC. The LTEC will be comprised of two parts. The initial LTEC will authorize the consultant to immediately begin work prior to negotiations to assess and address the emergency situation. The term and dollar value of the initial LTEC will be determined on a case by case basis, but shall not exceed 60 days. Negotiations to determine the final contract terms will proceed with the selected consultant/vendor until successful completion, unless authorization to break off negotiations has been received from the Region Engineer/Division Administrator. If for any reason, negotiations are unsuccessful, the Project Manager must direct the selected consultant/vendor to immediately stop work on the project, and the initial LTEC will be terminated. If negotiations with the consultant/vendor are successful, a priced proposal and other required documents will be submitted, and the initial LTEC amended to include the remainder of the emergency event work.

2.7.3 Inadequate Competition

If after solicitation of a number of sources, it is determined there is insufficient competition to perform a competitive selection. The following procedure will be utilized to attain FHWA review and approval of inadequate competition procurement requests:

1. The MDOT Project Manager will provide a written justification, via email, for use of the inadequate competition procurement selection process to the Selection Analyst. Within this justification, the Project Manager should provide a description of the efforts to competitively select for the service (period of solicitation and statements on the qualifications of the vendor to perform the work)

2. The Selection Analyst reviews the information provided by the MDOT PM and forwards the information to FHWA, via email, for review and approval.
3. FHWA will respond to the inadequate competition request via email with approval/denial of the request.
4. FHWA approval/denial of the request will be retained in the project file within Contract Services.

6.19 Version 19 Changes (July 16, 2021)

2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)

12. Where presentations are required (Tier III only), the CSRT Action Sheet will indicate which consultant/vendors (generally at least three of the highest scoring) will be short-listed to give a presentation. In addition, a technical proposal may be required. If a technical proposal is required, the RFP will specifically define its requirements. The Selection Team will score the presentation and technical proposal (if required). This score will be added to the original score from the short-listing to determine the most qualified consultant/vendor. The short-listing and the final selection will be sent to the Selection Analyst for review. ~~At the Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the proposals submitted.~~

2.5 Best Value Selections

16. ~~At the Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the proposals submitted.~~ Where presentations are not required, the Selection Team will determine the selected consultant/vendor from the information in the proposals.

The CSRT will review the information and approve or take appropriate action to work with the Selection Team and/or Selection Analyst until an approved selection is made.

3.2.6 Presentation

If a presentation is required, the Selection Team may also require a technical proposal. ~~If required, the specific requirements will be indicated in the RFP.~~ **Short listed consultant/vendors will be given no less than three weeks notice of a presentation date. The technical proposals will be due approximately 1 week prior to the presentation date. The technical proposal supplements the information already included and scored in the proposal. It must follow the format outlined below. There is no limit to** **The technical proposal shall have a maximum of seven** ~~the number of pages that can be provided.~~ The technical proposal expands

upon ~~four~~ **three** areas of the proposal. ~~At the MDOT Project Manager's discretion, it may be determined that a presentation and/or technical proposal is not necessary after a complete review of the initial proposal is submitted.~~ The highest scores should be given to presentations and technical proposals that exceed expectations and support or enhance scoring from the original proposal. The lowest scores should be given to poor quality presentations and technical proposals ~~and for information that shows the score from an original proposal.~~

The presentation score is added to the previous score from the proposal. The final selection will be determined by the consultant/vendor with the highest total score.

1. ~~General Information~~

~~Provide all changes from the information that was provided in the original proposal. The Selection Team must determine if the changes in the information are material enough to change the ranking of the consultant/vendor. This determination from the Selection Team will be required to be made any time a change occurs.~~

2. **1. Expanded Understanding of Services and Innovations**

Provide an expanded work plan and **expand on** any proposed innovations in implementing the service.

3. **2. Expanded Qualification of Team-Staff Efficiency/Effectiveness**

Provide how the consultant/vendor will effectively and efficiently use their staff to assure a quality product ~~at a reasonable price~~. Provide a schedule showing how the consultant/vendor plans to complete the service on time. This can be described and shown graphically.

4. **3. Quality Assurance/Quality Control Plan**

Provide an outline plan for this service including background information of selected manager for this service. Person performing the quality control review must have extensive experience with MDOT standards and practices.

4. PART IV – INSTRUCTION FOR SUBMITTING PROPOSALS

4.1 Instructions for Submitting Proposals Electronically

Submission Assistance:

If you need assistance or have questions with submitting your proposal, please use the contact information below:

Email: MDOT-Eproposal@michigan.gov

Contact one of the following people immediately if you receive an error message, do not receive an automated response that your proposal was received, or have any other issues with your submittal.

Amy Meldrum: meldruma@michigan.gov 517-335-0137

Tammy Haring: haringt@michigan.gov 517-290-9444

Michael Meddaugh: MeddaughM@michigan.gov 517-335-1095

Office hours: Monday through Friday 8:00 a.m. to 4:30 p.m.

Innovative Contracting Information:

Innovative Contracting Request for Proposals are not advertised via the eProposal portal. Advertisements for Innovative Contracting Projects can be found on [MDOT's Innovative Contracting website](#)

6.20 Version 20 Changes (May 11, 2023)

Language changes made to various sections throughout the document to reflect FHWA's approval and subsequent delegated authority to a variety of consultant contracting process exceptions, as identified below:

- Tier I Subconsultants not performing 50% of their subcontract dollar value.
- Non-Competitive Solicitation (Sole Source)
- Inadequate Competition (Single Submitter to an advertised RFP)

6.21 Version 21 Changes (April 3, 2025)

Language changes made to reflect SOM/MDOT/CSD internal workflow process and software changes, as well as updates to the optional use of consultant presentation selection review and scoring, as identified below:

- 1.10 Michigan "2/3rds Principal Rule"
- 1.15 Notice of Selection
- 1.17 MDOT Digital Signatures
- 2.1.1 (QBS) Selection – Tier I – Services Estimated at Less than \$250,000
- 2.1.2 (non-QBS) Selection - Tier I - Services Estimated at Less than \$250,000
- 2.2 QBS Selection – Tiers II (\$250,000 - \$1,500,000) and III (Over \$1,500,000)
- 2.3 (QBS) Selection – 100% State Funded Only Expedited Contracting Process – Services Estimated Greater than \$250,000
- 2.4 Low Bid Selections
- 2.5 Best Value Selections
- 3.2.6 Presentation
- Submission Assistance
- Important Notes
- PART V – DEFINITIONS

CONSTRUCTION ENGINEERING SERVICES REVIEW
ROCHESTER ROAD, BARCLAY TO TRINWAY

Firm:

Item No.	Task	Grade	Weight	Total	Comments
1.	Understanding of Project Requirements		3		
2.	Experience with Similar Types of Road Projects		4		
3.	Qualifications & Experience of "Key Personnel"				
	a. Project Engineer		4		
	b. Lead Inspector		4		
	c. Lead Surveyor		1		
	d. Traffic Engineer		1		
	e. Other Staff		1		
4.	Past Performance of the Firm		2		
	Firm Total				

Grade on a scale of 1-5 with 1 representing the lowest and 5 representing the highest.

General Comments:

Reviewer_____

Date_____

EXHIBIT 3

Consultant	Total Score	Avg. Score	Final Rank
Hubbell, Roth & Clark, Inc.	307	76.75	1
Anderson, Eckstein & Westrick, Inc.	278	69.50	2
Fishbeck	268	67.00	3
Spalding DeDecker Assoc., Inc.	263	65.75	4

PRICED PROPOSAL COVER SHEET

Page 1 of 1
EXHIBIT 4

This form replaces a traditional cover letter, and must have a signature by an authorized legal signer. This form is required for all priced proposals, and shall be the very first page(s). This priced proposal is a binding document and no further Consultant signature(s) will be required if an authorization is issued, rather than a contract.

This form shall be completed by each consultant that has a derivation of cost sheet as part of this priced proposal. Traditional cover letters are not required, but may be added after this Priced Proposal Cover Sheet(s).

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

BASIS FOR REIMBURSEMENT AND METHOD OF PAYMENT as specified in the MDOT Scope of Services (*Actual Cost, Actual Cost Plus Fixed Fee, Loaded Hourly Rate, Unit Price, Lump Sum, and Milestones*) When applicable, list ALL Consultant(s) performing work on this project and the basis for reimbursement and method of payment for each.) **Example: Actual Cost Plus Fixed Fee: (Each firm init.)**

Actual Cost Plus Fixed Fee (ACFF)

HRC SME

PREQUALIFICATION CLASSIFICATION(S) (When applicable, list ALL Consultant(s) performing work on this project and all classification(s) in which they will be working. Use current MDOT classification names.) **Example: Design: Roadway: (Each firm init.)**

PRIME CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Hubbell, Roth & Clark, Inc.

FEDERAL ID NUMBER: (*Must match prequalification*)

38-0668370

ROLE: (Prime, Tier 1, Tier

Prime Firm

COMPANY ADDRESS:

555 Hulet Drive

CITY:

Bloomfield Hills

STATE:

MI

ZIP CODE:

48303

EMAIL (AUTHORIZED CONTRACT SIGNER):

chart@hrcengr.com

PHONE NO.:

2484546300

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

chart@hrcengr.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

AUTHORIZED LEGAL SIGNER: (Printed Name - Title)

**Charles Hart
Vice President**

DIGITAL SIGNATURE AND DATE:



08.05.2025

SUBCONSULTANT PRICED PROPOSAL COVER SHEET AND INTENT TO SUBCONTRACT

This form is to demonstrate the CONTRACTING CONSULTANT'S intent to subcontract or to amend a subcontract. This form replaces the traditional subcontract agreements submitted directly to MDOT through the subcontracting process. It does not serve as a replacement for any subcontract agreements between the CONTRACTING CONSULTANT and SUBCONTRACTING CONSULTANT(S). This form is required of all SUBCONTRACTING CONSULTANTS providing services under the Prime Contract and must have a signature by an authorized legal signer of the SUBCONTRACTING CONSULTANT and CONTRACTING CONSULTANT.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION NUMBER:	BASIS OF PAYMENT: ACFF
---	----------------------------------	----------------------------------

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

SUBCONTRACT AMOUNT			FIXED FEE		
ORIGINAL:	MODIFICATIONS:	TOTAL:	ORIGINAL:	MODIFICATIONS:	TOTAL:
\$ 30,200.00	\$ -	\$ 30,200.00	\$ 2,166.42	\$ -	\$ 2,166.42

SUBCONTRACTING CONSULTANT PREQUALIFICATION CLASSIFICATION(S) -OR- DESCRIPTION OF SERVICES:

- The SUBCONTRACTING CONSULTANT shall be governed by The laws of The State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in The Prime Contract. The SUBCONTRACTING CONSULTANT shall be governed by all The terms and conditions of The Prime Contract, including any amendments to the original Prime Contract. The terms and conditions of the Prime Contract shall prevail over the services provided for under any subcontract.

- The effective date of the subcontract shall not be prior to the date of signature by both parties, unless a Limited Notice to Proceed is in place. The expiration date of the subcontract shall be the same as the Prime Contract unless otherwise mutually agreed upon by both parties and referenced in the subcontract.

- MDOT, FHWA or its representative may inspect, copy, scan or audit the CONTRACTING CONSULTANT or SUBCONTRACTING CONSULTANT records at any reasonable time after giving reasonable notice. Any audit, examination, review, assessment, inspection and/or investigation performed would allow MDOT to make financial adjustments to charges for which this company has requested reimbursement via an MDOT service contract, and require the company to be directly responsible for any monies owed MDOT.

- The CONTRACTING CONSULTANT shall make payment to any SUBCONTRACTING CONSULTANT within (10) days of receipt of payment. The CONTRACTING CONSULTANT shall pay the SUBCONTRACTING CONSULTANT on the basis of payment identified above.

- Records, including executed subcontracts, are to be maintained for 3 years from the date of final payment to the CONTRACTING CONSULTANT and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.

- The SUBCONTRACTING CONSULTANT agrees that the cost reported to the CONTRACTING CONSULTANT for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract and other direct costs are not already included in the approved overhead rate. The SUBCONTRACTING CONSULTANT also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the prime contract that apply to the reporting of costs incurred under the terms of the Prime Contract.

- The MDOT Project Manager shall be notified in writing by the CONTRACTING CONSULTANT in the event the subcontract or amendment is not executed.

- The individuals signing the subcontract represent and warrant that they have the power and authority to enter into the subcontract (or amendment) and bind the parties for whom they sign.

- The SUBCONTRACTING CONSULTANT certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.

- Fixed Fee on "as needed" projects is computed by taking the percent of actual labor hours invoiced to labor hours authorized, then applying that percentage to the total fixed fee authorized.

- Amendments to add additional funds need to specify what the basis of payment is, the total amendment fee and fixed fee (if applicable) amounts, and the new total maximum not to exceed subcontract fee and fixed fee amounts.

SUBCONTRACTING CONSULTANT INFORMATION (TIER 1 or TIER 2)


LEGAL BUSINESS NAME: Soils and Materials Engineers, Inc.	FEDERAL ID NUMBER: (Must match prequalification file) 38-1738670	ROLE: (Prime, Tier 1, Tier 2) Tier 1 Sub
COMPANY ADDRESS: 43980 Plymouth Oaks Blvd	CITY: Plymouth	STATE: MI
EMAIL (AUTHORIZED CONTRACT SIGNER): tiffany.vorhies@sme-usa.com	PHONE NO.: 734-891-6020	ZIP CODE: 48170
EMAIL (FOR SIGNED CONTRACT DISTRIBUTION): tiffany.vorhies@sme-usa.com		DBE: N

I, as the SUBCONTRACT CONSULTANT, certify that I am prequalified or certified, as required by the Michigan Department of Transportation, to perform the services under the subcontract.

AUTHORIZED LEGAL SIGNER: (Printed Name - Title) Tiffany Vorhies Vice President	DIGITAL SIGNATURE AND DATE: Tiffany Vorhies Digitally signed by: Tiffany Vorhies Date: 2025.08.04 14:47:06 -04'00'
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CONTRACTING CONSULTANT INFORMATION (PRIME or TIER 1)

I, as the CONTRACTING CONSULTANT, intend to retain the services of the above SUBCONTRACTING CONSULTANT to perform services.

LEGAL BUSINESS NAME: Hubbell, Roth & Clark, Inc.	PHONE NO.: 2484546300
AUTHORIZED LEGAL SIGNER: (Printed Name - Title) Charles Hart Vice President	DIGITAL SIGNATURE AND DATE:  08.05.2025

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be **effective January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

124.77%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

6/25/2024

FISCAL YEAR COVERED FOR RATE CALCULATION:

8/1/2024

to

7/31/2025

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the SAFE HARBOR INDIRECT COST RATE of 110% with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Hubbell, Roth & Clark, Inc.

FEDERAL ID NUMBER: (Must match prequalification file)

38-0668370

ROLE: (Prime/Tier 1/Tier 2)

Prime Firm

COMPANY ADDRESS:

555 Hulet Drive

CITY:

Bloomfield Hills

STATE:

MI

ZIP CODE:

48303

EMAIL (AUTHORIZED CONTRACT SIGNER):

chart@hrcengr.com

PHONE NO.:

2484546300

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

chart@hrcengr.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Charles Hart
Vice President**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:



08.05.2025

CERTIFICATION OF OVERHEAD COST RATE

- This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be effective **January 1, 2011**, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.

- This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

- This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBER(S):

CS 63000 - JN 132535

CONTRACT / AUTHORIZATION NUMBER:

PROJECT DESCRIPTION:

Rochester Road Reconstruction, Barclay Drive to Trinway Road

DECLARATION OF CERTIFICATION

OVERHEAD COST RATE:

218.22%

DATE MDOT ACCEPTED OVERHEAD COST RATE:

7/23/2025

FISCAL YEAR COVERED FOR RATE CALCULATION:

1/1/2024

to

12/31/2024

I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

Has the firm been approved to use the **SAFE HARBOR INDIRECT COST RATE of 110%** with the understanding that the Safe Harbor Rate will be used for the life of the agreement?

N

All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed. All supplied wage rates contained within this submittal are true, accurate, and compliant with the guidelines established by 48 CFR 31.201-3.

CONSULTANT INFORMATION

LEGAL BUSINESS NAME:

Soils and Materials Engineers, Inc.

FEDERAL ID NUMBER: (Must match prequalification file)

38-1738670

ROLE: (Prime/Tier 1/Tier 2)

Tier 1 Sub

COMPANY ADDRESS:

43980 Plymouth Oaks Blvd

CITY:

Plymouth

STATE:

MI

ZIP CODE:

48170

EMAIL (AUTHORIZED CONTRACT SIGNER):

tiffany.vorhies@sme-usa.com

PHONE NO.:

734-891-6020

EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):

tiffany.vorhies@sme-usa.com

By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.

CERTIFYING OFFICIAL: (Printed Name - Title)

**Tiffany Vorhies
Vice President**

DIGITAL SIGNATURE OF CERTIFYING OFFICIAL AND DATE:

Tiffany Vorhies

Digitally signed by: Tiffany Vorhies

Date: 2025.08.04 14:47:30 -04'00'

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

EXHIBIT A - 1

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535							CONTRACT / AUTHORIZATION NUMBER:			
PRIME CONSULTANT NAME: Hubbell, Roth & Clark, Inc.					DBE Goal:		PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road			
Consultant	Firm Role:	Contracted to:	Payment Method:	Job Number 132535	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
HOURS				30,046	-	-	-		30,046	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	29,900	-	-	-		29,900	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	146	-	-	-		146	
LABOR				\$ 1,055,879.04	\$ -	\$ -	\$ -		\$ 1,055,879.04	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 1,049,690.00	\$ -	\$ -	\$ -		\$ 1,049,690.00	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 6,189.04	\$ -	\$ -	\$ -		\$ 6,189.04	
OVERHEAD				\$ 1,323,203.93	\$ -	\$ -	\$ -		\$ 1,323,203.93	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 1,309,698.21	\$ -	\$ -	\$ -		\$ 1,309,698.21	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 13,505.72	\$ -	\$ -	\$ -		\$ 13,505.72	
F.C.C.M.				\$ 5,470.02	\$ -	\$ -	\$ -		\$ 5,470.02	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 5,248.45	\$ -	\$ -	\$ -		\$ 5,248.45	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 221.57	\$ -	\$ -	\$ -		\$ 221.57	
OTHER DIRECT EXPENSES				\$ 18,617.25	\$ -	\$ -	\$ -		\$ 18,617.25	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 10,500.00	\$ -	\$ -	\$ -		\$ 10,500.00	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 8,117.25	\$ -	\$ -	\$ -		\$ 8,117.25	
FIXED FEE				\$ 261,699.12	\$ -	\$ -	\$ -		\$ 261,699.12	
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 259,532.70	\$ -	\$ -	\$ -		\$ 259,532.70	
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 2,166.42	\$ -	\$ -	\$ -		\$ 2,166.42	
TOTAL COSTS SUMMARY										
Consultant Totals	Firm Role:	Contracted to:	Payment Method:	Job Number 132535	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
Hubbell, Roth & Clark, Inc.	P	MDOT	ACFF	\$ 2,634,669.36	\$ -	\$ -	\$ -	N	\$ 2,634,669.36	98.9%
Soils and Materials Engineers, Inc.	T1	HRC	ACFF	\$ 30,200.00	\$ -	\$ -	\$ -	N	\$ 30,200.00	1.1%
Firm Role Key: P = Prime Firm, T1 = Tier 1 Sub, T2 = Tier 2 Sub										
TOTAL COSTS				\$ 2,664,869.36	\$ -	\$ -	\$ -		\$ 2,664,869.36	100.0%

DERIVATION OF PRIME CONSULTANT COSTS

Exhibit B

Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: Hubbell, Roth & Clark, Inc.	PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road	

PRIME LABOR:

CLASSIFICATION	NAME	HOURS	x	RATE/HR	=	LABOR COST
Principal In Charge	C. Hart	200	x	\$ 60.00	=	\$ 12,000.00
Project Manager	W. Jensen	700	x	\$ 49.70	=	\$ 34,790.00
Project Engineer	R. DeFrain	2400	x	\$ 69.30	=	\$ 166,320.00
Construction Supervisor	M. Garrison	400	x	\$ 41.20	=	\$ 16,480.00
Lead Construction Observer	T. Crouse	2800	x	\$ 30.00	=	\$ 84,000.00
Construction Observer	Various	13000	x	\$ 30.00	=	\$ 390,000.00
Office Technician	T. Schuster	3000	x	\$ 30.00	=	\$ 90,000.00
Lead Design Engineer	N. Baxter	800	x	\$ 38.30	=	\$ 30,640.00
Traffic Engineer	L. Michaels	400	x	\$ 52.00	=	\$ 20,800.00
Surveyor	S. Jacobi	200	x	\$ 55.20	=	\$ 11,040.00
Materials Testing Engineer	W. West	200	x	\$ 58.20	=	\$ 11,640.00
Materials Testing Manager	S. Walsh	500	x	\$ 46.20	=	\$ 23,100.00
Materials Testing Laboratory Manager	S. Elliott	1500	x	\$ 33.00	=	\$ 49,500.00
Survey Crew Chief	J. Hood	200	x	\$ 42.90	=	\$ 8,580.00
Testing Technician	Various	3600	x	\$ 28.00	=	\$ 100,800.00
Total Hours:		29900			Total Labor	\$ 1,049,690.00

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate: **124.77%** Total Overhead **\$ 1,309,698.21**

PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate: **0.50%** Total F.C.C.M. **\$ 5,248.45**

PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)

Items	Quantity	@	Unit Price	Unit	=	Item Price
Nuclear Density Gauge	300.00	@	\$ 35.000	Day	=	\$ 10,500.00
Total Other Direct Expenses						\$ 10,500.00

Note: Other direct costs included herein are not also included in the company's overhead rate.

PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate: **11%** Total Fixed Fee **\$ 259,532.70**TOTAL PRIME FIRM COSTS **\$ 2,634,669.36**

Firm Role: Prime Firm

Note: Payment Method = ACFF

Michigan Department of Transportation 5101C (01.14.22)	DERIVATION OF SUBCONSULTANT COSTS	Exhibit C				
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for <u>all</u> services provided. Use additional pages as necessary.						
MDOT CONTROL SECTION(S) - JOB NUMBER(S): <div style="text-align: center; font-weight: bold;">CS 63000 - JN 132535</div>	CONTRACT / AUTHORIZATION #:	FIRM ROLE: <div style="text-align: center; font-weight: bold;">Tier 1 Sub</div>				
SUBCONSULTANT NAME: <div style="text-align: center; font-weight: bold;">Soils and Materials Engineers, Inc.</div>	PROJECT DESCRIPTION: <div style="text-align: center; font-weight: bold;">Rochester Road Reconstruction, Barclay Drive to Trinway Road</div>					
SUB LABOR:						
CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
Chief Consultant		3	x	\$ 92.39	=	\$ 277.17
Senior Consultant		1	x	\$ 69.55	=	\$ 69.55
Senior Project Consultant		2	x	\$ 57.25	=	\$ 114.50
Project Consultant		12	x	\$ 46.42	=	\$ 557.04
Senior Staff Specialist		101	x	\$ 37.78	=	\$ 3,796.89
Senior Staff Specialist - OT		22	x	\$ 56.67	=	\$ 1,246.74
Administrative Assistant		5	x	\$ 25.43	=	\$ 127.15
		Total Hours:		146		Total Labor \$ 6,189.04
SUB OVERHEAD: (Total Labor x Overhead Rate)						
Overhead Rate:	218.22%	Total Overhead \$	13,505.72			
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)						
F.C.C.M. Rate:	3.58%	Total F.C.C.M. \$	221.57			
SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)						
Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	2,100.00	@	\$ 0.700	Mile	=	\$ 1,470.00
A449	1.00	@	\$ 450.000	Each	=	\$ 450.00
F1554 - Mast Arm Anchor Bolt	1.00	@	\$ 1,200.000	Each	=	\$ 1,200.00
F1554 - Strain Pole Anchor Bolt	2.00	@	\$ 1,050.000	Each	=	\$ 2,100.00
Coatings Kit	2.00	@	\$ 120.000	Day	=	\$ 240.00
Lodging OOS (at Cost)	11.00	@	\$ 185.000	Day	=	\$ 2,035.00
Breakfast	11.00	@	\$ 11.750	Day	=	\$ 129.25
Lunch	12.00	@	\$ 11.750	Day	=	\$ 141.00
Dinner	11.00	@	\$ 27.000	Day	=	\$ 297.00
Incidentals	11.00	@	\$ 5.000	Day	=	\$ 55.00
Total Other Direct Expenses \$						8,117.25
Note: Other direct costs included herein are not also included in the company's overhead rate.						
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)						
Fixed Fee Rate:	11%	Total Fixed Fee \$	2,166.42			
TOTAL SUBCONSULTANT COSTS \$						30,200.00
Firm Role: Tier 1 Sub to HRC						
Note: Payment Method = ACFF						

SUMMARY OF PERSON HOURS BY PPMS TASK

EXHIBIT D

All Prime and Subconsultant Hours for EACH JOB NUMBER (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535	CONTRACT / AUTHORIZATION NUMBER:
PRIME CONSULTANT NAME: Hubbell, Roth & Clark, Inc.	PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road

SUMMARY OF HOURS BY PPMS TASK

PPMS Task Code	Task Description	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
6010	Project Inspection	Total	15,800	-	-	-	15,800
		HRC	15,800	-	-	-	15,800
6020	Testing and Reporting	Total	5,946	-	-	-	5,946
		HRC	5,800	-	-	-	5,800
		SME	146	-	-	-	146
6040	Reporting and Record Keeping	Total	3,000	-	-	-	3,000
		HRC	3,000	-	-	-	3,000
6050	Construction Staking	Total	400	-	-	-	400
		HRC	400	-	-	-	400
6001	Contract Administration	Total	1,700	-	-	-	1,700
		HRC	1,700	-	-	-	1,700
6003	Construction Administration	Total	2,800	-	-	-	2,800
		HRC	2,800	-	-	-	2,800
6002	Traffic Engineer	Total	400	-	-	-	400
		HRC	400	-	-	-	400

SUMMARY OF HOURS BY PPMS TASK							
PPMS Task Code	Task Description	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
SUMMARY OF HOURS BY FIRM							
Role	Firm Name	Firm Init.	MDOT JN 132535	MDOT JN	MDOT JN	MDOT JN	Total
Prime Firm	Hubbell, Roth & Clark, Inc.	HRC	29,900	-	-	-	29,900
Tier 1 Sub	Soils and Materials Engineers, Inc.	SME	146	-	-	-	146
Totals			30,046	-	-	-	30,046

Michigan Department of Transportation 5101E (01.14.22)		PROPOSED PERSON HOURS BY PPMS TASK															EXHIBIT E	
Summary of all Prime or Subconsultant Hours for <u>ALL JOB NUMBERS</u> (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.																		
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS 63000 - JN 132535							CONTRACT / AUTHORIZATION #:					FIRM ROLE: Prime Firm						
CONSULTANT NAME: Hubbell, Roth & Clark, Inc.							PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road											
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION																		
PPMS Task Code	Task Description	Principal In Charge	Project Manager	Project Engineer	Construction Supervisor	Lead Construction Observer	Construction Observer	Office Technician	Lead Design Engineer	Traffic Engineer	Surveyor	Materials Testing Engineer	Materials Testing Manager	Materials Testing Laboratory Manager	Survey Crew Chief	Testing Technician	HOURS FOR TASK	
6010	Project Inspection					2800	13000										15800	
6020	Testing and Reporting											200	500	1500		3600	5800	
6040	Reporting and Record Keeping							3000									3000	
6050	Construction Staking										200				200		400	
6001	Contract Administration	200	700						800								1700	
6003	Construction Administration			2400	400												2800	
6002	Traffic Engineer									400							400	
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S																		
	Classification:	Principal In Charge	Project Manager	Project Engineer	Construction Supervisor	Lead Construction Observer	Construction Observer	Office Technician	Lead Design Engineer	Traffic Engineer	Surveyor	Materials Testing Engineer	Materials Testing Manager	Materials Testing Laboratory Manager	Survey Crew Chief	Testing Technician	HOURS FOR FIRM	
	Total Hours:	200	700	2400	400	2800	13000	3000	800	400	200	200	500	1500	200	3600	29900	

Michigan Department of Transportation 5101E (01.14.22)										PROPOSED PERSON HOURS BY PPMS TASK										EXHIBIT E			
MDOT CONTROL SECTION(S) - JOB NUMBER(S):										CS 63000 - JN 132535										CONTRACT / AUTHORIZATION #:		FIRM ROLE:	
CONSULTANT NAME:										Soils and Materials Engineers, Inc.										PROJECT DESCRIPTION: Rochester Road Reconstruction, Barclay Drive to Trinway Road			
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION																							
PPMS Task Code		Task Description		Chief Consultant		Senior Consultant		Senior Project Consultant		Project Consultant		Senior Staff Specialist		Senior Staff Specialist - OT		Administrative Assistant		HOURS FOR TASK					
6020		Testing and Reporting		3		1		2		12		101		22		5		146					
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S																							
		Classification:		Chief Consultant		Senior Consultant		Senior Project Consultant		Project Consultant		Senior Staff Specialist		Senior Staff Specialist - OT		Administrative Assistant		HOURS FOR FIRM					
		Total Hours:		3		1		2		12		101		22		5		146					

Summary of all Prime or Subconsultant Hours for **ALL JOB NUMBERS** (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.

SUBCONTRACT NO. _____
CONTROL SECTION NO. EDC 63000
JOB NO. 132535C

FED. PROJECT NO. _____
FED. ITEM NO. _____

THIRD PARTY AGREEMENT

Construction Engineering LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, August 25, 2025, by and between Hubbell, Roth & Clark, Inc., 555 Hulet Drive, Bloomfield Hills, MI 48302, hereinafter referred to as the "CONSULTANT," and the City of Troy, 500 W. Big Beaver, Troy, MI 48084 hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to reconstruct and widen Rochester Road, from Barclay to Trinway a TEDF-Category C project within its limits; and WHEREAS, the LOCAL AGENCY has assigned G. Scott Finlay, City Engineer to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain Construction Engineering and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following Rochester Road, Barclay to Trinway improvements, said improvements to be hereinafter referred to as the "PROJECT:"

Rochester Road, from Barclay to Trinway to include: Construction Engineering for the reconstruction and widening from an existing five-lane concrete pavement to a new six-lane concrete boulevard with curb and gutter, sidewalks, driveways, approaches, storm sewer, sanitary sewer, water main, traffic signals, roadway lighting and associated improvements.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "MDOT," for the use of TEDE Category C administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated August 25, 2025, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.

7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.
9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT shall thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed **Two million six hundred sixty four thousand eight hundred sixty nine dollars and thirty six cents (\$2,664,869.36)**. The fixed fee (profit) shall be the amount of **Two hundred sixty one thousand six hundred ninety nine dollars and twelve cents (\$261,699.12)**, which amount is included in the total amount of **Two million six hundred seventy four thousand six hundred sixty nine dollars and thirty six cents (\$2,664,869.36)**, as shown in Exhibit "A," attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:

It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200 Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and

specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor. All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
 - b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories, and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of THIS CONTRACT that apply to the reporting of costs incurred under the terms of THIS CONTRACT.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

CITY OF TROY

By: _____
Mayor - Ethan Baker

By: _____
Clerk - M. Aileen Dickson

HUBBELL, ROTH & CLARK, INC.

By: _____
TITLE:

By: _____
TITLE:

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
– Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

EXHIBIT A
Scope of Services
AUGUST 25, 2025

CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY THE CONSULTANT:

A. For Project Administration, the Consultant shall:

1. **Constructability Review of Plans:** Provide a competent Engineer or Construction Technician to perform a constructability review of final plans and specifications, and provide written comments to the Project Manager. This review should include, but not be limited to, reviewing plans for completeness of information, correct use of pay items, reasonableness of staging, etc.
2. **Project Engineer:** Perform as the Project Engineer for the Project consistent with the City and RCOC practices and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedure manuals. Assign the Project Engineer as liaison between the Consultant and the City-designated Project Manager.
3. **Inspectors:** Perform as the Inspector for the Project consistent with the Department's practice and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedures manuals. The Inspectors shall be assigned this Project with a sufficient number of technically qualified and experienced personnel to perform the Services required under the Agreement promptly to avoid delay to the Construction Contractor.
4. **Office Support and Equipment:** Provide an experienced office technician knowledgeable about all aspects of AASHTOWARE and ProjectWise procedures regarding project record documentation. Provide administrative support. Provide all computer equipment necessary to run AASHTOWARE and ProjectWise. Provide project information and status reports to the Project Engineer Manager upon request.
5. **Meetings:** Arrange and conduct conferences and meetings required to carry out the Services or as may be required by the Project Manager. Prepare and distribute minutes of all meetings, including the Preconstruction meeting.
6. **Coordination:** Provide appropriate coordination and contact, public relations, and cooperation with affected local, state, and/or federal agencies including the Federal Highway Administration; other Consultants and other Contractors; the general public; utilities and railroad companies; and local police, fire, and emergency services which may be affected by the Project and which are deemed to be the responsibility of the Consultant by the City and RCOC.
7. **Staking:** Perform all staking following City and MDOT standards, including, but not limited to, all staking to be performed by the Engineer as indicated in accordance with Section 824 of the 2020 Standard Specification for Construction, to ensure accuracy and compliance with the contract documents. Resolve any plan errors, discrepancies, or omissions identified by the Contractor or Consultant and notify the Project Manager.
8. **Progress:** Keep daily diaries, sketches, logs, and records consistent with MDOT requirements to record the Contractor's progress. Notify the Project Manager of any anticipated Contractor's requests for extensions of time. Notify the Project Manager upon receipt of any Contractor's requests for extensions of time.

9. **Changes/Extras/Adjustments:** Before processing a work order or recommendation, notify the Project Manager immediately of any unanticipated Project conditions and any changes, extras, or adjustments to the contract.
10. **Contentious Issues:** Resolve any problems, issues, discrepancies, or other items brought to the attention of the Consultant by the Contractor. Provide written documentation of the resolution of such matters. Keep the Project Manager informed of such issues. The Consultant shall be responsible for resolving any and all complaints brought forth by the public relative to the project, under the direction of the City.
11. **Contractor Claims:** Represent the City as the Project Engineer on any and all claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the City. The Consultant shall represent these claims in accordance with Section 104.10 of the 2020 Standard Specification for Construction and/or the MDOT's Written Claim Procedures in effect when the Construction Contractor files the claim.
12. **Staff Reductions:** At the request of the City or within a reasonable time after the lack of need becomes apparent to the Consultant or the Project Manager, withdraw any personnel or halt any services no longer required. The Consultant will not be reimbursed for the cost of personnel charged to a project that the Project Manager has determined was unnecessary.
13. **Consultant Deliverables:** Collect, properly label or identify, and deliver to the City, RCOC and/or MDOT any original diaries, logs, notebooks, accounts, records, reports, as constructed plans, other documents, and Project files prepared by the Consultant in the performance of the Agreement, upon completion or termination of the Agreement. Return, upon completion or termination of the Agreement, Specifications, Manuals, guides, written instructions, construction contracts and plans, unused forms, and any other documents and materials furnished by the City. The Consultant may be responsible for replacing lost documents or materials at a fair and reasonable price.
14. **Design Changes:** Due to this project's complexity, the consultant shall coordinate all necessary design changes with approval from the Project Manager. The estimated time for design changes is 100 hours.

B. For Project Inspection, the Consultant shall:

1. **Ongoing Inspection:** Inspect the Contractor's field construction work, provide quality control, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliance work to be made whole by the Contractor or to find the non-compliance work acceptable to the Consultant and, where necessary, to the Design Consultant, the City, RCOC, and/or MDOT. Inform the Project Manager of non-compliance work and trends toward borderline compliance.
2. **Final Inspection:** Make a final inspection of all work included in the Project, or such portions thereof eligible for acceptance, as soon as possible after notification by the Contractor that the job is completed or after the Consultant's records show the work is completed. Notify the Contractor in writing of particular defects to be remedied if work is unacceptable to the Consultant. Invite the Project Manager and other City personnel, as directed by current City policy, along with RCOC personnel, to participate in the final inspection.

3. **Final Acceptance:** Ascertain that each and every part of the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Invite the Project Manager and other City personnel, as directed by current City policy, along with RCOC personnel, to participate in the final acceptance.

C. For Quality Control Testing and Reporting, the Consultant shall:

1. **Material Testing:** Sample and/or test materials, to be incorporated in the work, including but not limited to, concrete quality assurance testing, concrete cylinder breaks, bituminous testing, aggregate density testing and reporting, according to Materials Sampling Guide, and reject Contractor's work and materials not meeting the Specifications, Plans, Proposal, the Michigan Construction Manual, Materials Quality Assurance Manual, and all other applicable references, guidelines, and procedures manuals. Determine the acceptability of materials found to be non-compliant. Inform the Project Manager of non-compliance work and trends toward borderline compliance.
2. **Material Certification:** Before incorporating materials tested off the project site, ensure that acceptable test reports and material certifications from the supplier have been received.
3. **Materials Reports:** Submit materials test reports (including, but not limited to Moisture and Density 582B, Inspector's Report of Concrete Placed 1174A, Aggregate Inspection Reports 1900 & 1901, Bituminous QA reports, and Concrete QA reports, etc.) according to the distribution list daily, within one work day following the testing.
4. **Testing Personnel:** For aggregate, concrete, density, and bituminous testing, only personnel certified according to current MDOT requirements.

D. For Measurement, Computation, Documentation, and Recordkeeping, the Consultant shall:

1. **Documentation:** Measure and compute quantities, and provide appropriate documentation of all materials incorporated in the work and items of work completed, and maintain an item record account using AASHTOWARE and ProjectWise software. The consultant must obtain and be able to use the most current version of AASHTOWARE as the primary system for automating all required office work for this project.
2. **Insufficient Tested Materials:** Track insufficient tested materials and notify the Contractor bi-weekly.
3. **Maintain as-constructed** Plans throughout the project, showing field changes, final utility locations, substantial quantity changes, etc. Verify the as-constructed Plan information that the contractor is required to provide.
4. **Reports-Consultant Generated:** Prepare such periodic, intermediate, and final reports and records as may be required by the City and MDOT and as apply to the Project, which may include, but are not limited to:
 - a. Inspector's Daily Reports
 - b. Work Orders, Form 1137
 - c. Construction Item and Tested Material Records using AASHTOWARE and ProjectWise

- d. Transfer of Tested Materials (Form 1178)
 - e. Monthly Report on Material Inspection (Form 1158)
 - f. Moisture and Density Determination Reports (Form 582B)
 - g. Inspector's Report of Concrete Placed (Form 1174A)
 - h. NPDES Stormwater Operator Reports (Form 1126)
 - i. Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199)
 - j. Mechanical Analysis, (Form 1901)
 - k. Construction Pay Estimate Report
 - l. Bi-Weekly Construction Progress Report (Form 1102A) and Weekly Statement of Working Days Charged (Form 1116), if applicable
 - m. Force Accounts
 - n. Contract Modifications (Recommendation / Authorizations)
 - o. Extension of Time and Liquidated Damages, (Form 1100A)
 - p. Contractor Evaluation (Form 1182)
 - q. Reduction in Reserve, and
 - r. Other records and reports are required for the project by the project manager and as required by specifications, plans, proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and procedures manuals.
5. **Reports-Contractor Generated:** Review, process, and/or approve Construction Contractor submittal of records and reports required by the City, RCOC and/or MDOT as applicable to the Project, which may include, but not limited to:
- a. Working Drawings
 - b. Weekly Employment Reports, Certified Payrolls (Form 1199)
 - c. Contractor's claims for additional compensation and extension of time, and
 - d. Other reports and records as required by the Project Engineer Manager.
6. **Project Files:** Maintain project files in accordance with the MDOT Office Manual. Copy select correspondence and documentation to the Project Manager.
- F. For Finalizing All Project Documentation, the Consultant shall:**
- 1. **Final Measure and Summarize:** Final field measure applicable work items. Prepare final summaries for applicable items of work.
 - 2. **Project Review/Certification:** Participate in and resolve items determined to be insufficient during MDOT's review(s) of project records before submitting the Final Estimate.

The project records shall be ready for the final records review within 90 calendar days of the actual project completion date.
 - 3. **Final Documents:** Prepare and submit the Final Estimate, Final Quantity Sheets, Final Marked As-Constructed Plans, and the Design/Construction Package Evaluation (Form 285-2). The Final Estimate package shall be submitted to the Project Manager within 45 days of the Final Records Review.

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

THE DISPUTE RESOLUTION PROCESS

November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans.. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue is not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be a e-mail of the work order. The **LOCAL AGENCY** will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT does not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D
CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted. .

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under THIS CONTRACT; the CONTRACTOR agrees as follows:

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

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

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of THIS CONTRACT, the CONTRACTOR, for itself, its assignees, and its successors in interest (hereinafter referred to as the "CONTRACTOR"), agrees as follows:

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

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

Revised June 2011

APPENDIX C

Assurances that Recipients and CONTRACTORs Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

2. Each contract MDOT signs with a CONTRACTOR (and each subcontract the prime CONTRACTOR signs with a SUBCONTRACTOR) must include the following assurance:

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

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications, and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD), or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHEMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION--LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification

is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Attachment C Transportation Certification of Indirect Rate

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY:	
PROJECT DESCRIPTION:	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER (Must match prequalification file):	
COMPANY ADDRESS:	CITY:	STATE:	ZIP CODE:
EMAIL ADDRESS:	PHONE NO.:		

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):	SIGNATURE OF CERTIFYING OFFICIAL:
---	-----------------------------------

Clear Form



500 West Big Beaver
Troy, MI 48084
troymi.gov

K-01a

CITY COUNCIL AGENDA ITEM

Date: August 19, 2025

To: Frank Nastasi, City Manager
Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Scott Finlay, City Engineer

From: R. Brent Savidant, Community Development Director

Subject: ANNOUNCE PUBLIC HEARING (SEPTEMBER 8, 2025) – CONDITIONAL REZONING (JPCR2025-007) – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) District

Summary

The applicant MNK Troy 1, LLC seeks approval of a proposed Revised and Restated Conditional Rezoning Agreement and revised Preliminary Site Plan for Wesley Park (FKA Shallowbrook), a 32-unit townhome development. Once approved, the applicant intends to sell the property to M/I Homes for completion of the project.

Background and Timeline

The subject property was conditionally rezoned by the City in June of 2021 based on an application submitted by the property owner, MNK Troy 1, LLC. The Conditional Rezoning Agreement (CRA) expired on February 8, 2025. The property owner has entered into a purchase agreement with the applicant, M/I Homes, and together they seek to reinstate the expired conditional rezoning agreement. The applicant also seeks approval of revised Preliminary Site Plans for the site. The Preliminary Site Plan (FKA Shallowbrook Townhomes) was originally approved by the Planning Commission in 2021. Proposed site plan modifications are minor and consistent with the CRA. The proposed revisions to the site plans are offered as conditions in the revised conditional rezoning agreement.

The following timeline of events explains how we got to this point:

Date	Action
June 14, 2021	City Council approved Conditional Rezoning Agreement (CRA). Applicant voluntarily offered to restrict development to 32 units. CRA designated effective date as 10 days after approval or the date of recording, whichever is later. No time limit for recording is included in Agreement.
June 22, 2021	PC grants Preliminary Site Plan Approval to Shallowbrook Townhomes, a 32-unit townhome development
February 2, 2022	CRA is recorded by owner. February 2, 2022 is established as the Effective Date of the Agreement. CRA expires two (2) years from Effective Date.



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Troy, MI 48084
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CITY COUNCIL AGENDA ITEM

January 29, 2024	City Council approved First Amended CRA which extended the agreement for one year. By its terms, the First Amended CRA was required to be recorded within 10 days of approval, but the extension was never recorded by the property owner.
January 8, 2025	Owner approached Planning and Legal seeking another extension. Determined there was not enough time to get in front of City Council before the February 8, 2025 expiration date. Prior extension not perfected because not recorded
February 8, 2025	CRA expired
July 11, 2025	Applicant and owner submitted a revised CRA and a revised Preliminary Site Plan for Wesley Park, a 32-unit townhome development

Conditional Rezoning Agreement

The applicant submitted a Proposed Restated and Amended Conditional Rezoning Agreement. The document is consistent with the Conditional Rezoning Agreement that was recommended for approval by the Planning Commission on January 28, 2020 and approved by City Council on June 14, 2021. The CRA voluntarily offered the following conditions:

- a. *Developer or its successor in title to the Property intends to develop and improve the Property in accordance with the Site Plan, which is incorporated by reference as Exhibit C.*
- b. *The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.*
- c. *Developer shall prepare an Open Space Preservation Easement, maintaining the existing natural features and prohibiting construction and other activities. Prior to final site plan approval, Developer shall secure approval of an Open Space Preservation Easement that is acceptable to the Troy City Council. The Open Space Preservation Easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres), as depicted on the Site Plan. This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels.*
- d. *The required detention basin shall be designed and constructed in accordance with the City's engineering standards so that it stores water for a limited time after a storm event but otherwise remains dry.*
- e. *Developer shall use building materials that are durable low maintenance or maintenance free materials. Examples include but are not limited to brick, asphalt shingles, and plank siding. Developer shall offer a variety of color palates during the site plan review process.*
- f. *Each unit shall include a 2-car attached garage.*



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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

- g. A minimum of 9-guest parking spaces shall be provided as part of the Development.*
- h. In addition to the Open Space Preservation Easement and any additional required open space buffer between this project and the abutting properties zoned R-1C, Developer shall provide 250 feet of additional screening along the southern property line, as set forth on Exhibits C and D.*
- i. Following completion of the Improvements, Developer shall not rely upon the use of any exterior refuse containers. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days.*
- j. The Development shall include a maximum of 8 buildings and 32 individual units.*
- k. For the purpose of eliminating potential headlight glare affecting the homes on the north side of the property, specifically those homes located at 1016, 1030, and 1044 Shallowdale, Developer shall place one of its allowed buildings at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit B. This building shall meet the following requirements:*
 - 1. The building setback shall be a minimum of 35 feet from the north boundary line of the parcel;*
 - 2. The front entrance of all building units shall face North; and*
 - 3. The garage entrance of all building units shall face south.*
- l. To enhance screening of the Open Space Preservation Easement, at least 2 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond.*

Open Space Easement

The applicant submitted a Declaration of Open Space Preservation Easement to define and preserve the southeast portion of the property, which includes a detention basin and landscape buffer. The Easement is referred to in and required by the CRA.

Preliminary Site Plan

On June 21, 2021, the Planning Commission granted Preliminary Site Plan Approval to Shallowbrook Townhomes, a 32-unit townhome development. At the time, the owner MNK intended to construct the development. Due to market conditions, the owner intends to sell the property to M/I Homes so that they can develop the property. M/I Homes prepared the Preliminary Site Plan for Wesley Park. The site plan is consistent with the Preliminary Site Plan approved for Shallowbrook in 2021. M/I Homes revised the floor plans and elevations for the units. The architectural character of the units is consistent with



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CITY COUNCIL AGENDA ITEM

the elevations approved in 2021. Building heights and setbacks have not changed and comply with the CRA and the Zoning Ordinance. Maximum height does not exceed 30 feet.

Engineering Plans

Engineering plans were submitted for review in 2021, based on the Preliminary Site Plan that the Planning Commission approved in 2021. Engineering plans are consistent with the Preliminary Site Plan for Wesley Park, submitted in 2025. The City's Engineering Department has signed off on the Engineering plans. The only outstanding item is: the Michigan Department of Environment, Great Lakes, and Energy (EGLE) provided some minor comments related to the water main. Revised Engineering plans were submitted to EGLE to address these comments in early July. All applicable Engineering fees have been paid to this point.

Planning Commission Action

The Planning Commission is authorized to approve the Preliminary Site Plan for Wesley Park and make a recommendation regarding the Conditional Rezoning Agreement for Wesley Park.

Shallowbrook Subdivision Homeowners Association (HOA)

The applicant has worked with representatives of the abutting Shallowbrook HOA beginning with the submittal of the original Conditional Rezoning application in 2021. At the August 12, 2025 Planning Commission meeting, two residents provided feedback related to the Landscape Plan. Based on this feedback, the Landscape Plan was voluntarily revised by the applicant as follows:

- 1) All trees along the northern property line were made to be 6' tall.
- 2) 6' spruces and firs were added along the proposed berm area, along with 6' spruce and 5' arborvitaes between the gas easement and the northern property line of the southernmost parcel within Wesley Park. This was done to meet concerns and requests of both the Planning Commission and Mr. Hughes, who resides at 4495 Harold Drive.
- 3) All previously proposed plantings along the eastern portion of the detention pond have been extended south, to the southern property line, to meet the requests of Jim McCauley, who resides at 4435 Harold and represents the Shallowbrook HOA.

A public hearing is scheduled for this item on September 8, 2025.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.



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Troy, MI 48084
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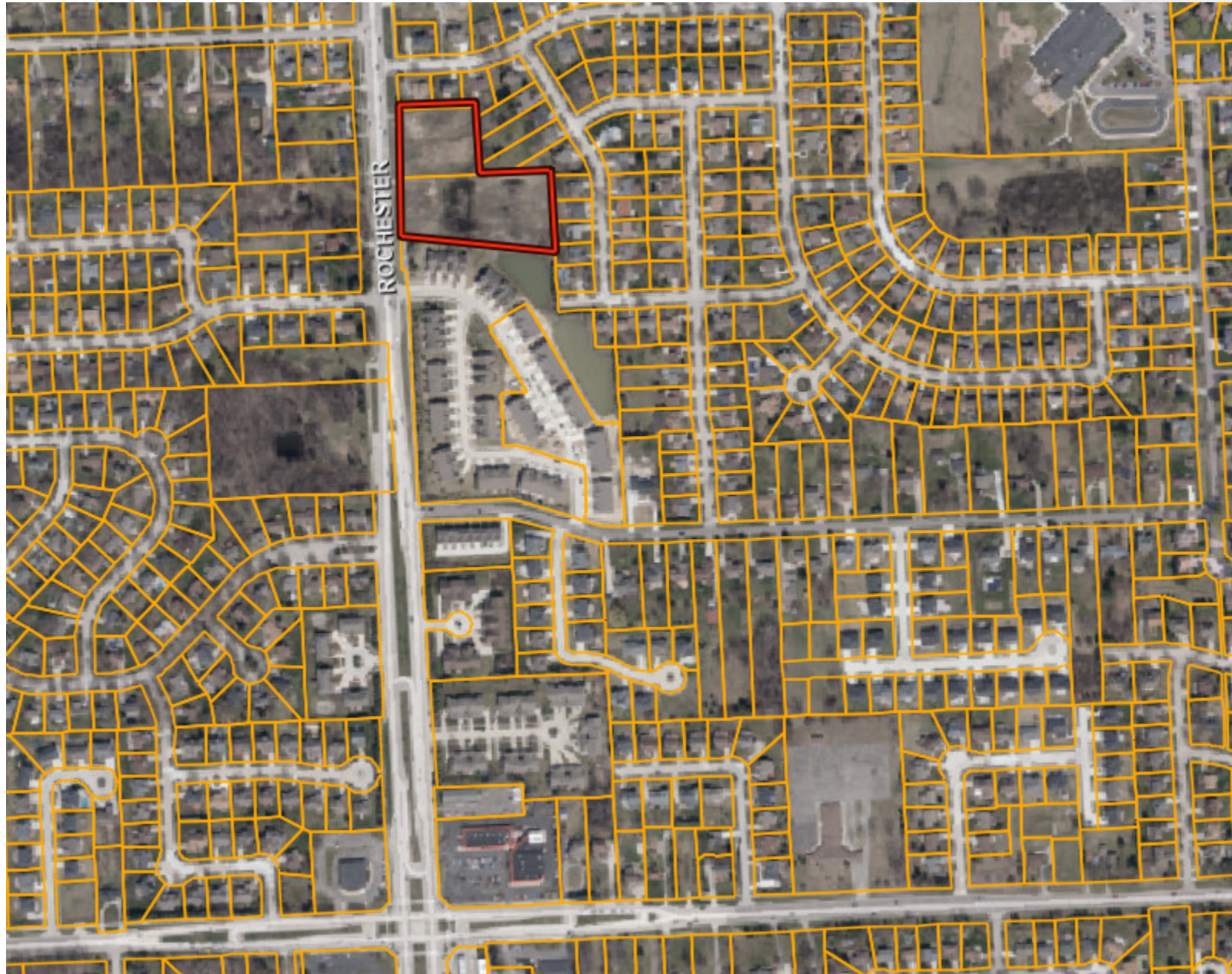
CITY COUNCIL AGENDA ITEM

Attachments:

1. Maps
2. Minutes from August 12, 2025 Planning Commission Regular meeting (draft/excerpt)
3. Preliminary Site Plan for Wesley Park (including revised Landscape Plan)
4. Revised and Restated Conditional Rezoning Agreement (draft)
5. Open Space Preservation Easement (draft)
6. Public comment



GIS Online



Legend

Tax Parcels

Tax Parcel



0 500 1000
ft

Print Date: 8/6/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.



GIS Online



Legend

Planning

Conditional Rezoning



Form Based Zoning

- (EP) Environmental Protection District
- (NN) Neighborhood Nodes (A-U)
- (R-1C) One Family Residential District
- (RT) One Family Attached Residential District

Tax Parcels

Tax Parcel



0 500 1000
ft

Print Date: 8/6/2025



Note: The information provided by this application has been compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. It is not a legally recorded map survey. Users of this data are hereby notified that the source information represented should be consulted for verification.

CONDITIONAL REZONING

5. **PUBLIC HEARING - CONDITIONAL REZONING (JPCR2025-007)** – Proposed Revised and Restated Conditional Rezoning Agreement and Approval of Revised Preliminary Site Plan, East side of Rochester Road, South of Shallowdale, (88-20-14-152-001 and 88-20-14-301-031), Section 14, Zoned RT (One Family Attached Residential) and EP (Environmental Protection) Districts

Mr. Savidant reviewed the history and timeline of events regarding the Conditional Rezoning application up to this point and for consideration this evening of a Revised and Restated Conditional Rezoning Agreement and Revised Preliminary Site Plan for Wesley Park. He addressed:

- Voluntary offers by the applicant.
- Conditional Rezoning Agreement.
- Open Space Preservation Easement.
- Preliminary Site Plan.
- Engineering plans.

Mr. Savidant said Planning supports the application and recommends that the Planning Commission recommends to the City Council approval of the Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan.

Brad Botham of M/I Homes said the revised application is in the same spirit as the originally approved application. He addressed building materials, architectural design and building height, noting the building height is slightly lower than the original plan. Mr. Botham said there are no changes in the easements and setbacks and addressed an increase in the proposed landscaping. Mr. Botham said changes to the plan basically relate to marketability of the product and efficiency in construction build time.

Some comments during discussion related to the following:

- Similarities and differences between original plan and resubmitted plan.
- Revisions to the plan should be reflected on the Site Plan prior to consideration by the City Council.
- Email communication from resident Cynthia Green relating to differences in landscaping, architectural design and building height from original plan.
- Zoning Ordinance site plan requirements are met.
- Voluntary conditions are within parameters of the originally approved plan.

PUBLIC HEARING OPENED

- Jim McCauley, 4435 Harold, Troy; spoke on behalf of the Shallowbrook Homeowners Association (HOA). He addressed two changes in the Revised and Restated Conditional Rezoning Agreement (Article 3, Sections 3.1.k and 3.1.l). Mr. McCauley said he thoroughly reviewed the current submittal and reached out to the developer, the Planning Department, neighbors and the HOA. He said only one resident expressed opposition. Mr. McCauley stated the HOA supported the previously approved plan and is in support of the revised application before the Board this evening.
- Jon Hughes, 4495 Harold, Troy; addressed concerns with the shielding of vehicular headlights onto his property.

PUBLIC HEARING CLOSED

There was discussion on existing and proposed landscaping.

Mr. Botham said he would take into consideration the grading of the property and utility locations and provide appropriate screening to alleviate any potential light pollution for the home at 4495 Harold.

Resolution # PC-2025-08-045

Moved by: Fox

Support by: Buechner

WHEREAS, on June 14, 2021 City Council approved a Conditional Rezoning Agreement for a 32-unit townhome development proposed by the Applicant, MNK Troy 1 LLC; and

WHEREAS, Applicant MNK Troy 1 LLC voluntarily offered a number of conditions, including restricting the number of units to 32 units; and

WHEREAS, On June 21, 2021 the Planning Commission granted Preliminary Site Plan Approval for a 32-unit townhome development known as Shallowbrook Townhomes; and

WHEREAS, The Conditional Rezoning Agreement expired on February 8, 2025 because the developer did not diligently pursue and substantially complete the project in accordance with the City's Zoning Ordinance; and

WHEREAS, Applicant MNK Troy 1 LLC subsequently partnered with M/I Homes and together these entities submitted a proposed Revised and Restated Conditional Rezoning Agreement and Preliminary Site Plan for Wesley Park, a 32-unit townhome development; and

WHEREAS, The proposed Revised and Restated Conditional Rezoning Agreement is consistent with the original Conditional Rezoning Agreement, which was supported by and created with input from representatives of the neighboring Homeowners Association; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Preliminary Site Plan for Shallowbrook Townhomes which was approved in 2021; and

WHEREAS, The Preliminary Site Plan for Wesley Park is consistent with the Revised and Restated Conditional Rezoning Agreement, including voluntarily offered conditions intended to reduce the impact of the development on neighboring properties; and

THEREFORE, BE IT RESOLVED, Planning hereby **RECOMMENDS approval** of the Revised and Restated Conditional Rezoning Agreement and related attachments; and

BE IT FURTHER RESOLVED, Planning Commission **RECOMMENDS** that Preliminary Site Plan Approval, pursuant to Article 8 of the Zoning Ordinance, as requested for the proposed Wesley Park Townhomes, 32 units, be **granted**.

Discussion on the motion on the floor.

The applicant was advised to present to City Council a clean Site Plan and Landscape Plan along with a detailed memorandum that complements the revised application.

The Planning Commission would like to see enhancement of the landscaping, especially for the resident at 4495 Harold and any other neighbors who might be affected.

Vice Chair Malalahalli complimented the architectural design and color scheme.

Vote on the motion on the floor.

Yes: All present (8)
Absent: Perakis

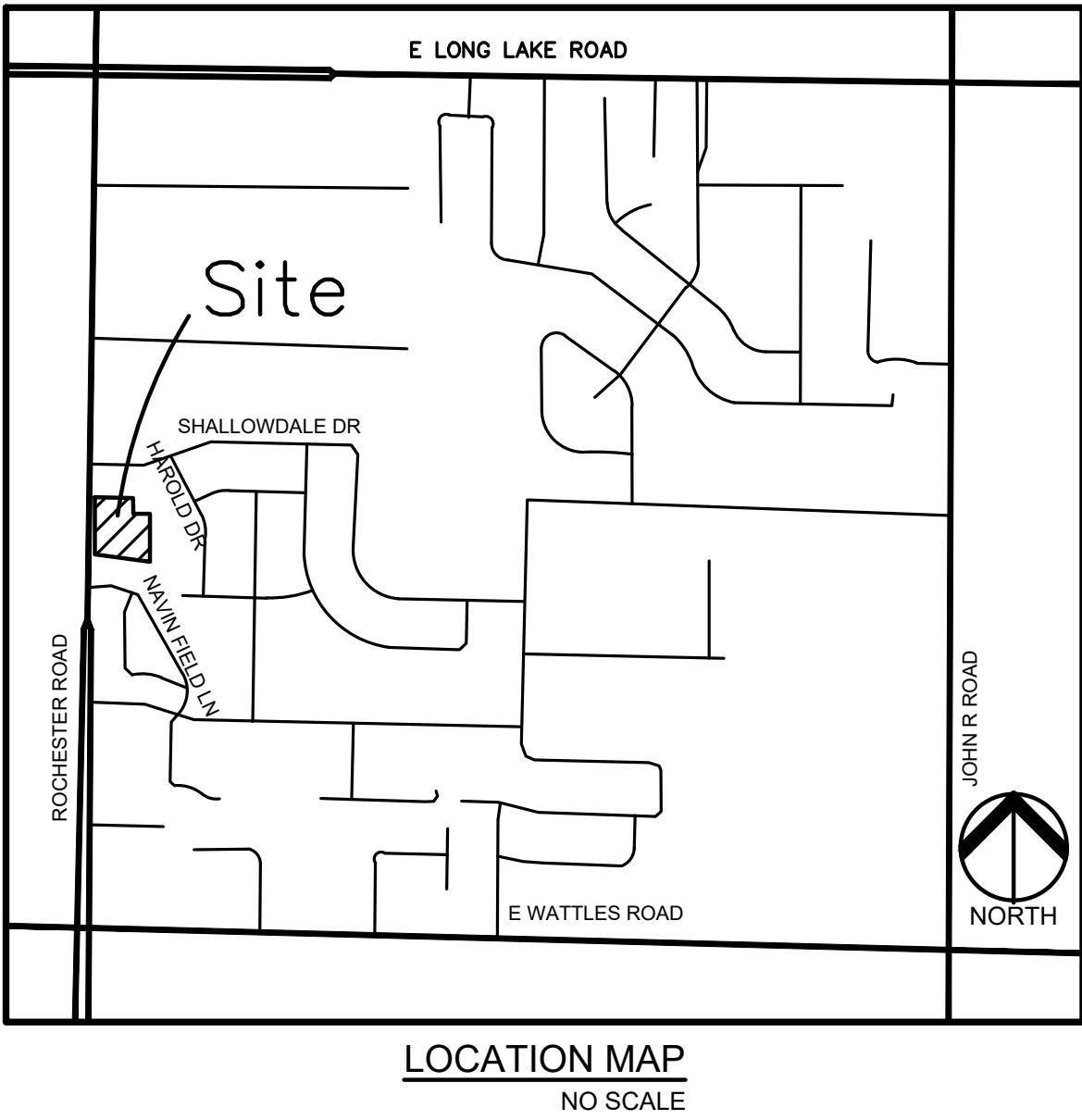
MOTION CARRIED

PRELIMINARY SITE PLANS

WESLEY PARK

4516-4396 ROCHESTER ROAD
TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-3.0	PRELIMINARY DIMENSION PLAN
P-4.1	PRELIMINARY GRADING PLAN - SOUTH
P-4.2	PRELIMINARY GRADING PLAN - NORTH
P-6.0	PRELIMINARY UTILITY PLAN
P-7.0	TRUCK TURNING PLAN
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
TP-1.0	PRELIMINARY TREE PRESERVATION PLAN
	ARCHITECTURAL PLANS
	TYPICAL 3 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 4 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 5 UNIT ASSEMBLY - ELEVATIONS
	3 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	5 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	MID LEVEL FLOOR PLANS
	UPPER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - FRONT ELEVATION
	4 UNIT ASSEMBLY - REAR ELEVATION
	PRELIMINARY LEFT AND RIGHT SIDE ELEVATION
	SECTION "A"

DESIGN TEAM

OWNER	APPLICANT/DEVELOPER	CIVIL ENGINEER
MNK TROY 1, LLC 1052 OAKTREE LANE BLOOMFIELD HILLS, MI 48304 CONTACT: MUKESH MANGLA PHONE: 248.895.5564 EMAIL: MUKESHMANGLA@GMAIL.COM	M/I HOMES OF MICHIGAN, LLC. 40950 WOODWARD AVE, STE. 203 BLOOMFIELD HILLS, MI 48304 CONTACT: BRAD BOTHAM PHONE: 248.221.5013 EMAIL: BBOTHAM@MIHOMES.COM	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT	
M/I HOMES OF CHICAGO, LLC 2135 CITY GATE LANE NAPERVILLE, IL 60563 CONTACT: SEAN RAFFERTY PHONE: 630.699.7186 EMAIL: SRAFFERTY@MIHOMES.COM	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: LYNN WHIPPLE, PLA PHONE: 844.813.2949 EMAIL: LWHIPPLE@PEAGROUP.COM	

PEA
GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	7/8/2025



TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY URBAN LAND CONSULTANTS.

PEA GROUP WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.

Record Property Descriptions

#20-14-301-031
T2N, R11E, SEC 14 SQUARE ACRES SUB N O 1 W 500 FT OF LOT 37 ALSO W 500 FT
OF THAT PART OF LOT 38 DESC AS BEG AT NW LOT COR, TH S 89-53-15 E 1058.79
FT, TH S 00-36-30 E 128.35 FT, TH N 82-59-15 W 1068.14 FT TO BEG EXC W 15
FT OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER

T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT W 1/4 COR, TH N 00-36-30 W 219.59 FT, TH S 89-47-15 E 325 FT, TH S 00-16-30 E 219.59 FT, TH N 89-47-15 W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD 126 A

As Surveyed Total Property Description

A parcel of land in the West 1/2 of Section 14, T.2N., R.11E., City of Troy, Michigan together with part of Lots 37 and 38, of "Square Acres No. 1", as recorded in the Public Records of the County of Oakland, Michigan, containing 3.769 acres, more or less, bounded as follows: to the north by the east 1/4 corner of Section 14; thence S.89°47'15"E., 75.001 feet along the east/west 1/4 line of Section 14 to the Point of Beginning; thence N.00°37'22"W., 219.59 feet along the east line of Rochester Road to a point on the southerly line of "Shallowbrook Sub" as recorded in Liber 144, Page 20 of Oakland County Records; thence along the southerly line of "Shallowbrook Sub" S.00°37'21"E., 219.59 feet; S.89°47'15"E., 235.00 feet along the east/west 1/4 line of Section 14; thence S.00°37'21"E., 254.28 feet; thence N.82°58'15"W., 489.31 feet to a point on the 75.0 foot right-of-way line of Rochester Road; thence along said S.00°37'47"W., 196.26 feet to a point on the Point of Beginning and containing 3.769 acres.

BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA
DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE
FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER
26125C0534F DATED SEPTEMBER 29, 2006.

DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE
FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER
26125C0534F DATED SEPTEMBER 29, 2006.

CLIENT

40950 WOODWARD AVE, STE. 20
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE

TOPOGRAPHIC SURVEY

ORIGINAL ISSUE DATE:
JULY 8, 2025

PEA JOB NO. 2018-300

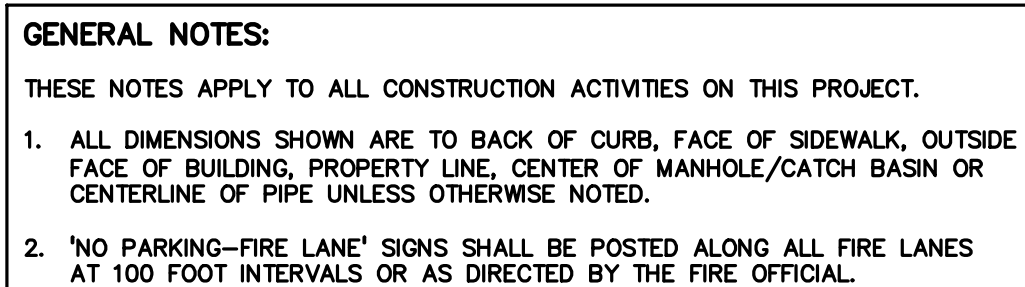
DRAWING NUMBER

P-1.0

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

P-3.0



SITE DATA TABLE:

SITE AREA: 4.15 ACRES (180,604 SQ.FT.) GROSS
3.77 ACRES (164,135 SQ.FT.) NET

ZONING: CONDITIONAL REZONE TO RT (ONE FAMILY ATTACHED
RESIDENTIAL)

BUILDING INFORMATION:

MAXIMUM ALLOWABLE BUILDING HEIGHT = 30 FEET (2.5 STORIES)
PROPOSED BUILDING HEIGHT = 2.5 STORIES

BUILDING FOOTPRINT AREA = 25,170 SQ.FT.

MAXIMUM BUILDING LOT COVERAGE = 35%
PROPOSED BUILDING LOT COVERAGE = 15%

PARKING CALCULATIONS:

SINGLE FAMILY = 2 SPACES PER DWELLING UNIT
9 GUEST SPACES

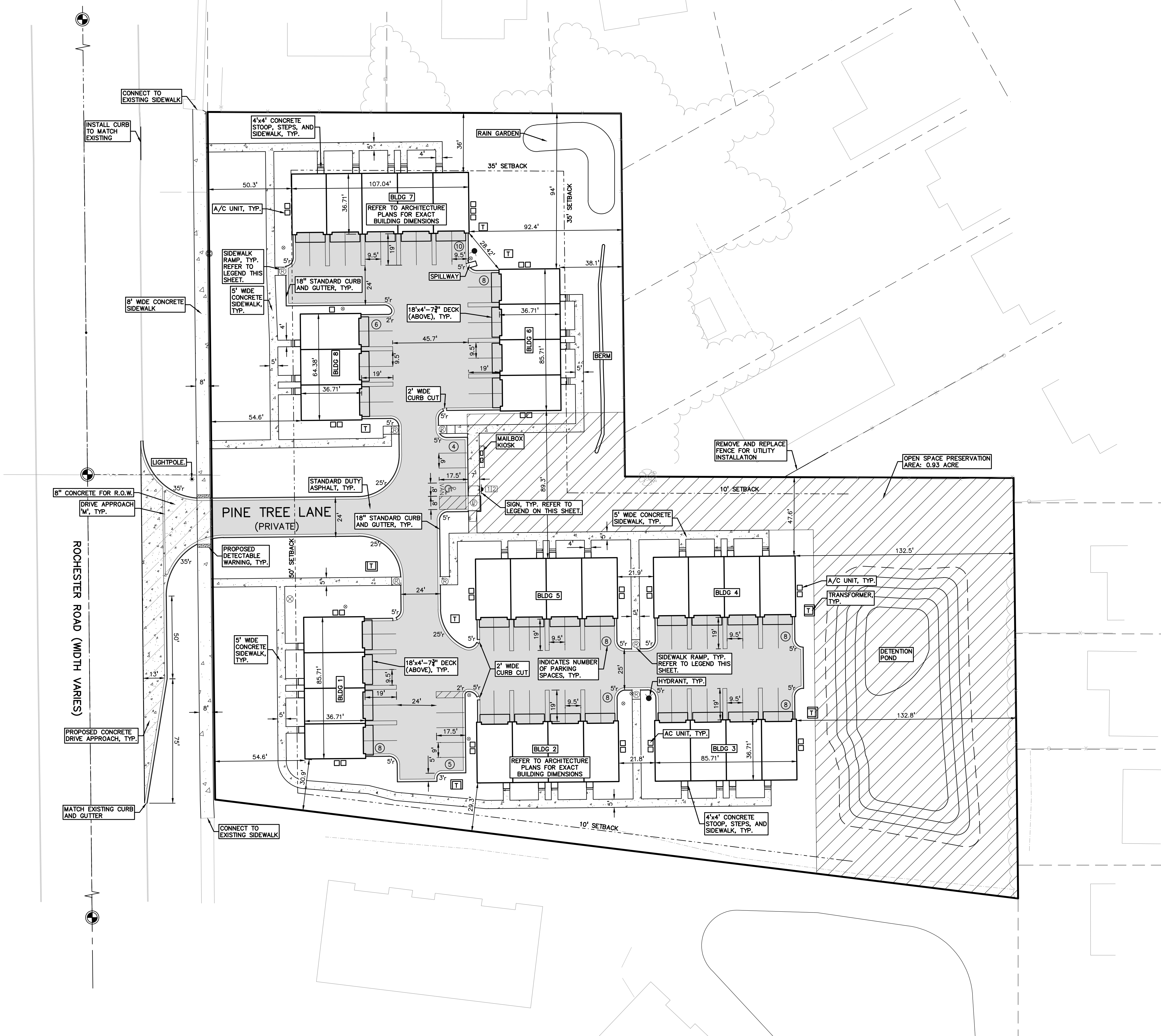
TOTAL REQUIRED PARKING = 73 SPACES

TOTAL PROPOSED PARKING SPACES = 73 SPACES INC. 1 H/C SPACES

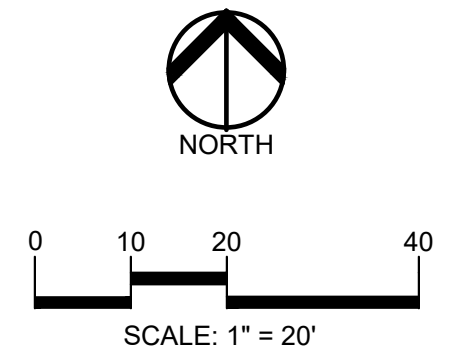
OPEN SPACE
24% PRESERVED OPEN SPACE (0.93 AC)

SITE LIGHTING:
LIGHTING WILL BE COACH LIGHTING ON GARAGE DOORS AND FRONT
DOORS

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.







CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
GRADING PLAN
- NORTH**

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

P-4.2

CITY BENCHMARKS
(DATUM - NAVD88)

BM #1789
ARROW T/HYD #14-02 E-SIDE
ROCHESTER, 50' S. SHALLOWDALE
ELEVATION=673.02

BM #1935
ARROW T/HYD #14-03 E-SIDE
ROCHESTER at #4396
ELEVATION=670.63

BENCHMARKS
(DATUM - NAVD88)

THE ELEVATIONS SHOWN ON
TOPO ARE 0.09' HIGHER THAN
CITY DATUM.

BM #1
T/HYD ON LOT 37 SQUARE
ACRES SUB. ELEVATION=670.72

BM #2
SAN SEWER MANHOLE RIM ON
PARCEL 20-14-152-001
ELEVATION=670.72

SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS, GUTTER GRADE IN CURB LINES.

PROPOSED CONTOUR LINE

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP 'TYPE R' Ⓡ

SIDEWALK RAMP 'TYPE P' Ⓟ

GRADING LEGEND:

EXISTING SPOT ELEVATION

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT
IN PAVED AREAS, GUTTER GRADE
IN CURB LINES.

EXISTING CONTOUR

PROPOSED CONTOUR

PROPOSED REVERSE GUTTER PAN

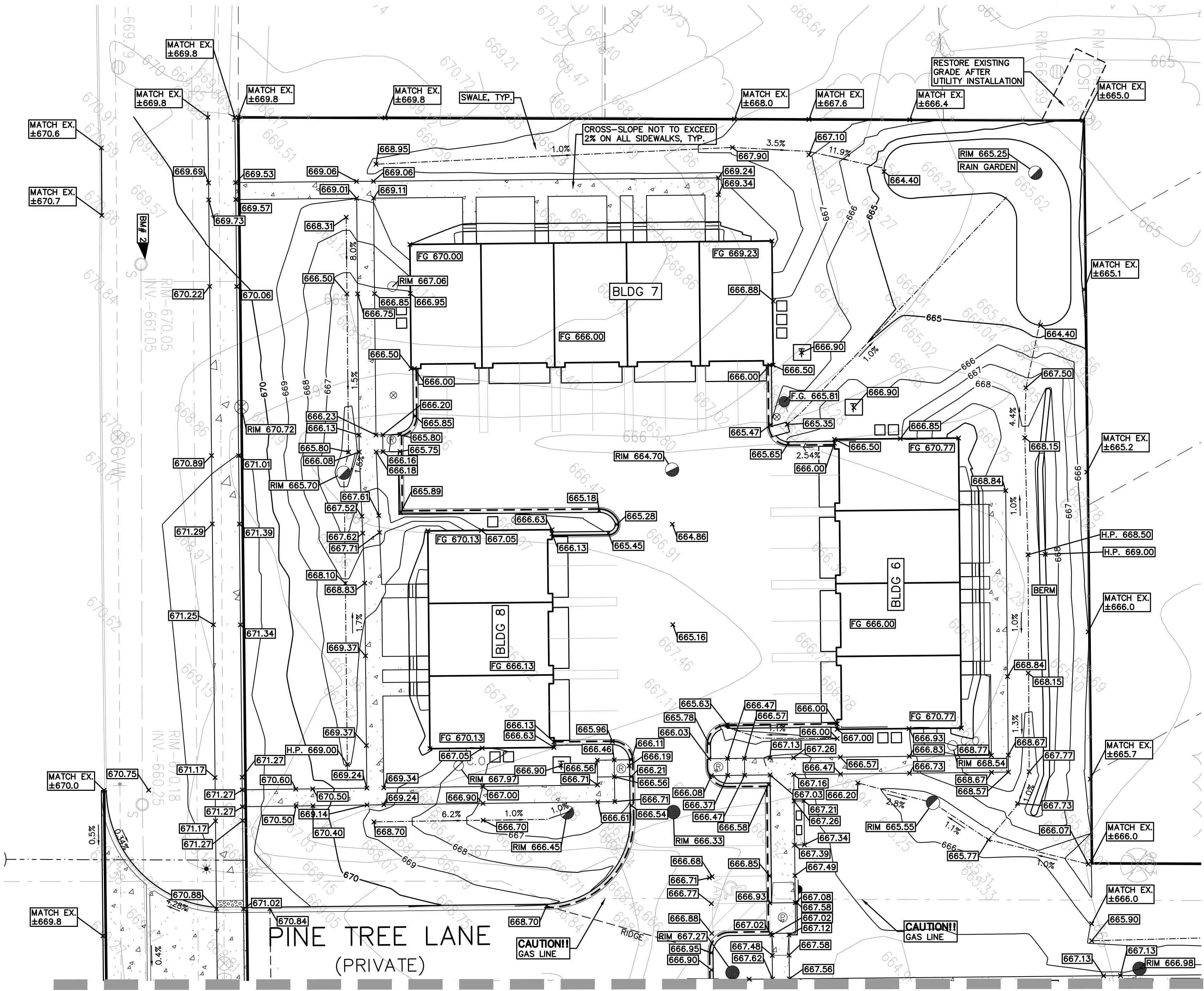
PROPOSED RIDGE LINE

PROPOSED SWALE/DITCH

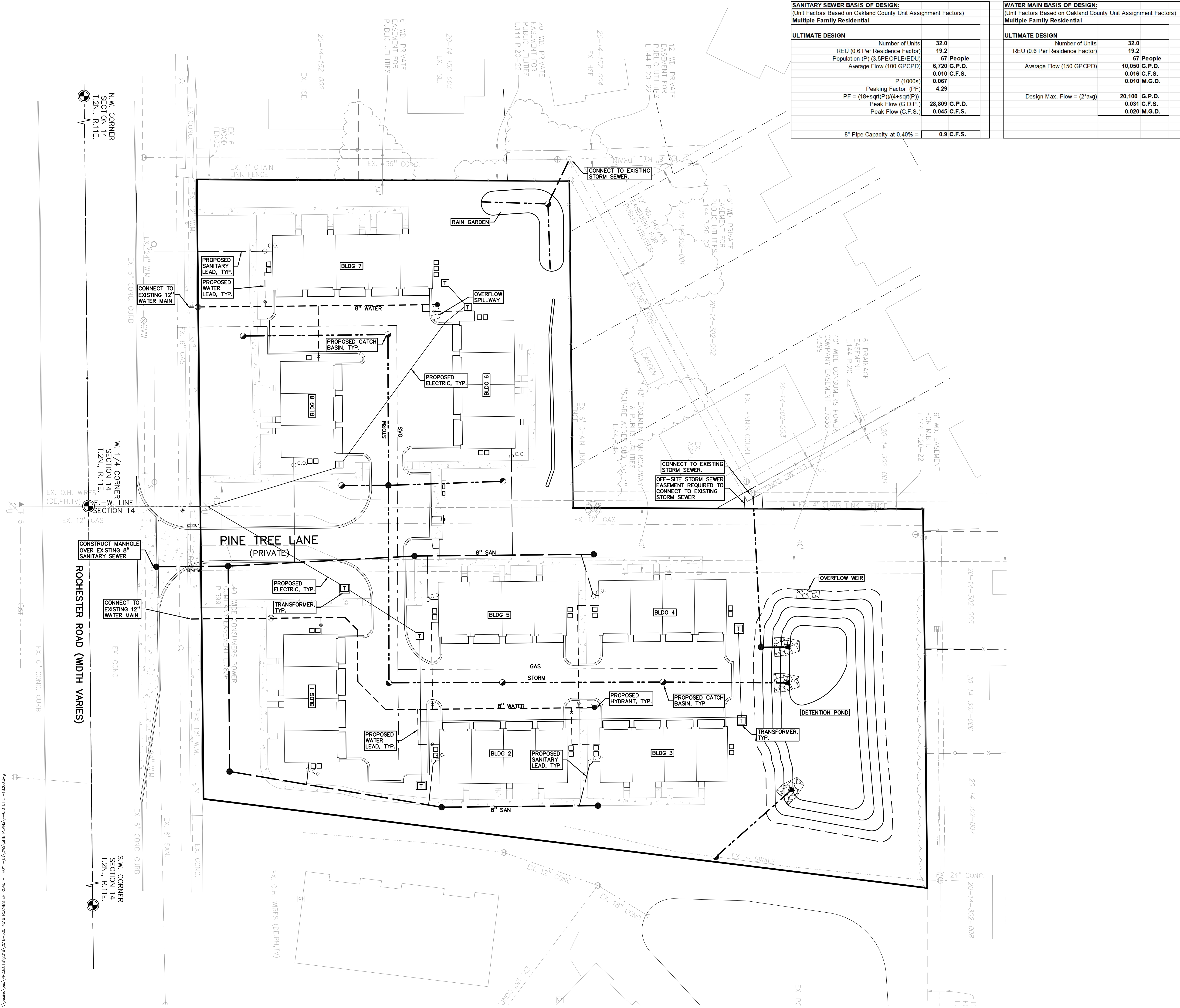
ABBREVIATIONS

T/C = TOP OF CURB
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL

F = FLUSH WALK
G = GUTTER GRADE
FF = FINISH FLOOR
FG = FINISH GRADE
RIM = RIM ELEVATION



SEE SHEET P-4.1



SANITARY SEWER BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
Population (P) (3.5PEOPLE/EDU)	67 People		
Average Flow (100 GPCPD)	6,720 G.P.D.		
	0.010 C.F.S.		
	0.067		
	4.29		
	28,809 G.P.D.		
	0.045 C.F.S.		
8" Pipe Capacity at 0.40% = 0.9 C.F.S.			

WATER MAIN BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
	67 People		
Average Flow (150 GPCPD)	10,050 G.P.D.		
	0.016 C.F.S.		
	0.010 M.G.D.		
	20,100 G.P.D.		
	0.031 C.F.S.		
	0.020 M.G.D.		
Design Max. Flow = (2*avg)			

UTILITY LEGEND:	
~OH-ELEC~W~C~<	EX. OH. ELEC. POLE & GUY WIRE
~UG-CATV~	EX. U.G. CABLE TV & PEDESTAL
~UG-COMM~	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
~UG-ELEC~	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
---	EX. GAS LINE
⊗	EX. GAS VALVE & GAS LINE MARKER
⊗	EX. TRANSFORMER & IRRIGATION VALVE
---	EX. WATER MAIN
⊗	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
⊗	EX. WATER VALVE BOX & SHUTOFF
⊗	EX. SANITARY SEWER
⊗	EX. SANITARY CLEANOUT & MANHOLE
⊗	EX. COMBINED SEWER MANHOLE
---	EX. STORM SEWER
⊗	EX. CLEANOUT & MANHOLE
⊗	EX. SQUARE, ROUND, & BEEHIVE CATCH BASIN
⊗	EX. YARD DRAIN & ROOF DRAIN
⊗	EX. UNIDENTIFIED STRUCTURE
---	PROPOSED WATER MAIN
⊗	PROPOSED HYDRANT AND GATE VALVE
⊗	PROPOSED TAPPING SLEEVE, VALVE & WELL
⊗	PROPOSED POST INDICATOR VALVE
---	PROPOSED SANITARY SEWER
⊗	PROPOSED SANITARY CLEANOUT & MANHOLE
---	PROPOSED STORM SEWER
⊗	PROPOSED STORM SEWER CLEANOUT & MANHOLE
⊗	PROPOSED CATCH BASIN, INLET & YARD DRAIN

Site Drainage Data			
Impervious Area:	1.64 acre	C =	0.95
Greenbelt Area:	2.13 acre	C =	0.35
Total Area (A):	3.77 acre		
Weighted Coefficient of Runoff (C):	0.61		
Pretreatment Impervious Area:	1.31 acre	C =	0.95
Pretreatment Greenbelt Area:	0.67 acre	C =	0.35
Area going to Pretreatment:	1.98 acre		
Pretreatment Weighted Coefficient of Runoff (C)	0.75		

Pretreatment	
Mechanical Separator (Sized for 1-year peak flow)	
l = 2 cfs/acre	2.00
Q=C*I*A	2.97 cfs
CPVC: Channel Protection Volume	
Vcpc = (4,719)/CA	10,852 cf
CPRC: Channel Protection Rate Control Volume	
Vcpr = (6897)/CA (Extended Detention)	15,861 cf

100-Year Allowable Outlet Rate (Qallow)	
Since 2-A<100, Q100all= A x (-0.207*ln(A)+1.1055)	
Q100all =	0.83 cfs/ac
100-Year Peak Allowable Discharge (Qo)	
Qo=Qallow(A)	3.13 cfs

Rainfall Intensity	
Time of Concentration (Tc)	10 min
I100=83.3/(Tc+9.17)^0.81	7.62 in/hr
100-Year Peak Inflow (Qi)	
Qi=Ci(Qi)(A)	17.51 cfs
100-Year Runoff Volume (Vr)	
Vr=(18,985)/CA	43,660 cf

Storage Ratio (Vr/Vs)	
Vr/Vs = 0.206-0.15 x ln(Qo/Qi)	0.4642
100-Year Storage Volume (Vs)	
Vs =Vr*Storage Ratio	20,267 cf

Vr/Vs = 0.206-0.15 x ln(Qo/Qi)	0.4642		
100-Year Storage Volume (Vs)			
Vs = Vr*Storage Ratio	20,267	cf	
Design Requirements		Volume	
CPVC		10,852	cf
CPRC		15,861	cf
Flood Control		20,267	cf
Detention Basin			

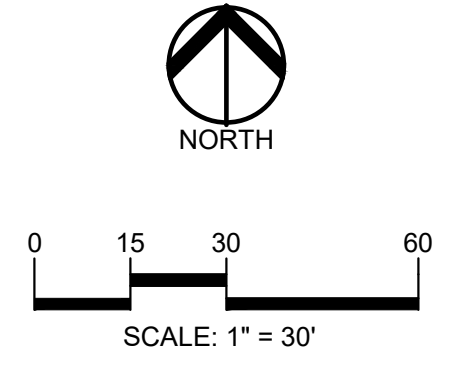
Detention Basin Outlet Control Structure	
Orifice Channel Protection Rate Control (CPRC) Orifice	
Average Discharge Rate (Qavg)	
Qavg=CPRC/172,800	0.092 cfs
Detention Outlet Elevation:	656.42
Average Head (Havg)=h/2	1.50 ft
Aed=Qavg/(0.62*SQ-RT(2*g*Havg))	0.0150 sf

CPRC Orifice Diameter (D1)	
D1=12*SQ-RT(4*A/1/3.14)	1.66 in
	Use: 1.50 in
Area (A1)=	0.0123 sf

Flood Control Orifice	
100-Year Head: Hres	
Hres=Hmax-Hed	0.46 ft
100-Year Flow thru CPRC Orifice (Qed)	
Qed=A*1*0.62*(2gh/100)^0.5	0.114 cfs

Remaining Flow for 100-Year Orifice (Qres)	
Qres=Qo-Qed	3.019 cfs
100 Year Restricted Overflow Weir (OC 11)	
Flow (Q)	3.02 cfs
Length of Spillway (L):	2.1 ft
Depth of Water over Spillway (H):	0.57 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	

100 Year Emergency Overflow Weir	
Flow (Q): 215/(t+25) x A x C	17.51 cfs
Length of Spillway (L):	14.7 ft
Depth of Water over Spillway (H):	0.50 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	



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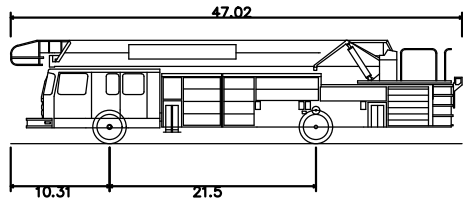
CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
JULY 8, 2025
DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	



TROY FIRE TRUCK
Overall Length 47.02
Overall Width 10.31
Overall Body Height 9.92
Min Body Ground Clearance 10.76
Track Width 1.98
Lock-to-Lock Time 9.82
Wall-to-Wall Turning Radius 47.58

47.02ft
9.92ft
10.76ft
1.98ft
9.82ft
47.58ft

PEA
GROUP

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0 15 30 60
SCALE: 1" = 30'



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PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE

TRUCK
TURNING
PLAN

PEA JOB NO. 2018-300

P.M. JBT

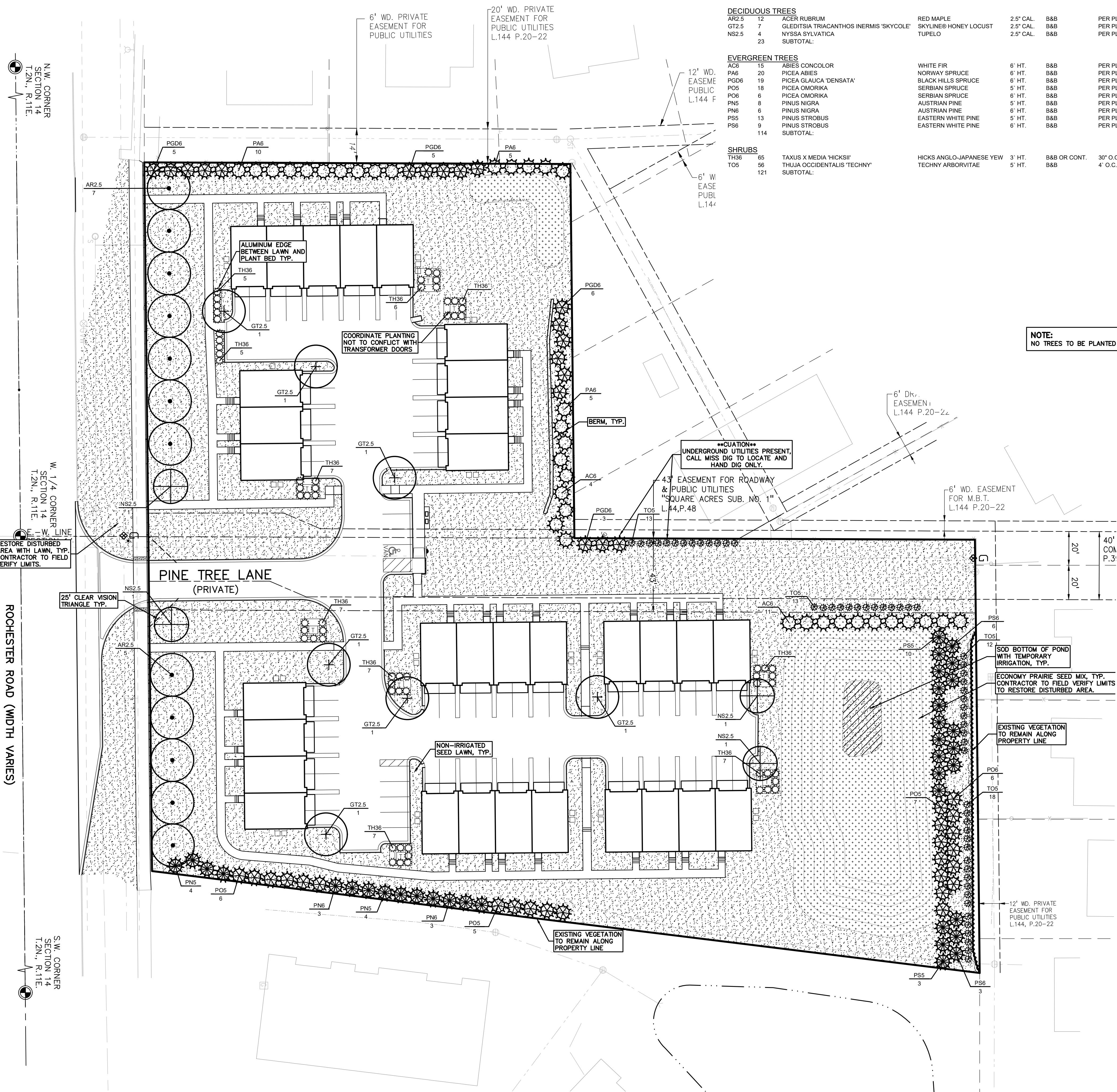
DN. RMK

DES. KFP

DRAWING NUMBER:

P-7.0

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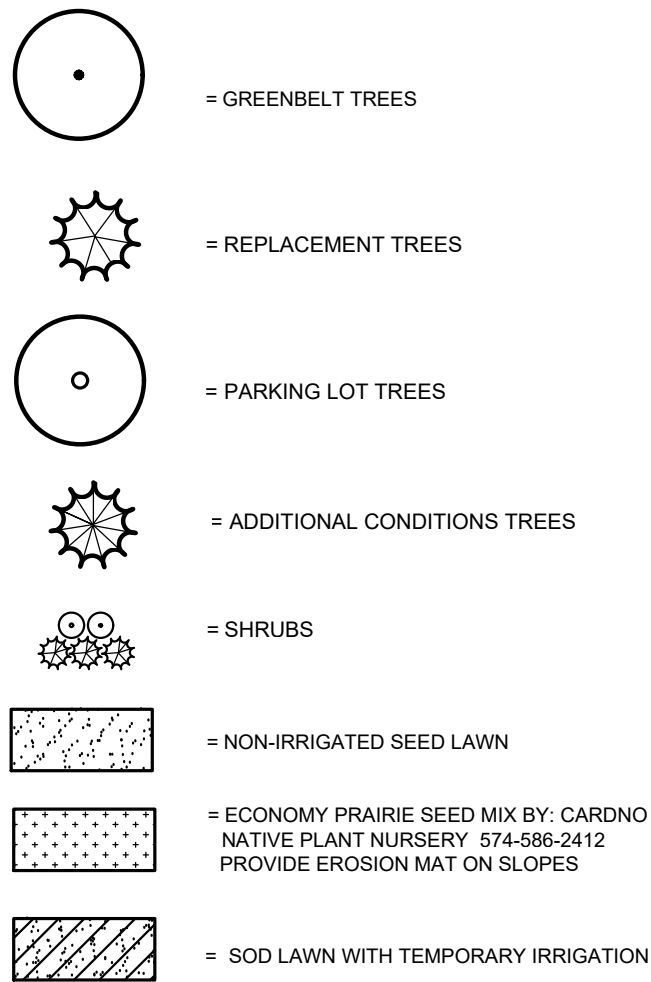


PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
AR2.5	12	ACER RUBRUM	RED MAPLE	2.5" CAL.	B&B	PER PLAN	NATIVE	
GT2.5	7	GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE® HONEY LOCUST	2.5" CAL.	B&B	PER PLAN	NATIVE	
NS2.5	4	NYSSA SYLVATICA	TUPELO	2.5" CAL.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
EVERGREEN TREES								
AC6	15	ABIES CONCOLOR	WHITE FIR	6" HT.	B&B	PER PLAN	NON-NATIVE	
PA6	20	PICEA ABIES	NORWAY SPRUCE	6" HT.	B&B	PER PLAN	NATIVE	
PGD6	19	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	6" HT.	B&B	PER PLAN	NATIVE	
POS	18	PICEA OMORIKA	SERBIAN SPRUCE	5" HT.	B&B	PER PLAN	NON-NATIVE	
PO6	6	PICEA OMORIKA	SERBIAN SPRUCE	6" HT.	B&B	PER PLAN	NON-NATIVE	
PN6	8	PINUS NIGRA	AUSTRIAN PINE	5" HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PINUS NIGRA	AUSTRIAN PINE	6" HT.	B&B	PER PLAN	NON-NATIVE	
PS5	13	PINUS STROBUS	EASTERN WHITE PINE	5" HT.	B&B	PER PLAN	NATIVE	
PS6	9	PINUS STROBUS	EASTERN WHITE PINE	6" HT.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
SHRUBS								
TH36	65	TAXUS X MEDIA 'HICKSII'	HICKS ANGLO-JAPANESE YEW	3" HT.	B&B OR CONT.	30" O.C.	NON-NATIVE	
TOS	56	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	5" HT.	B&B	4" O.C.	NATIVE	
SUBTOTAL:								

NOTE:
NO TREES TO BE PLANTED WITHIN 5' FROM UTILITY LEADS

KEY:



LANDSCAPE CALCULATIONS:

PER CITY OF TROY ZONING ORDINANCE: ZONED R1-C, RT, EP

GREENBELT

REQUIRED: 1 TREE/ 30 LF ALONG ROCHESTER RD. 416/30 = 14 TREES REQUIRED

PROVIDED: 14 TREES PROVIDED

TREE REPLACEMENT

REQUIRED: WOODLAND TREES REQUIRE 50% DBH REPLACEMENT AND LANDMARK 100% DBH REPLACEMENT. 15" WOODLAND AND 68" LANDMARK = 83" TOTAL REPLACEMENT / 2.5" CAL = 34 TREES REQUIRED. SEE SHEET PT-1.0 FOR REPLACEMENT CALCS.

PROVIDED: 34 TREES PROVIDED.

PARKING LOT LANDSCAPE

REQUIRED: 1 TREE FOR EVERY 8 PARKING SPACES. 71 SPACES/ 8 = 9 TREES REQUIRED. 3" LANDSCAPE HEDGE TO SCREEN PARKING FROM PUBLIC ROADWAY.

PROVIDED: 9 TREES PROVIDED. HEDGE PROVIDED FOR SCREENING.

ADDITIONAL LANDSCAPE CONDITIONS

PROVIDED: 127 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.

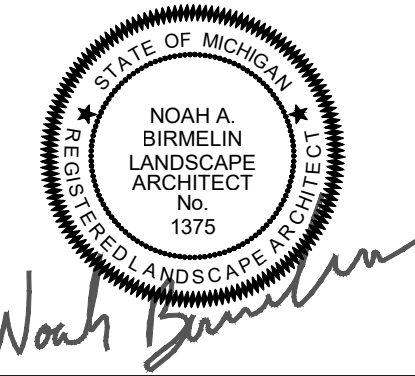
- 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (25 TREES).
- ENHANCE THE OPEN SPACE EASEMENT WITH ~ 2 ROWS OF EVERGREEN SCREENING TO THE NORTH (22 TREES) AND 3 ROWS TO THE EAST OF THE POND (55 TREES).
- 1 LARGE EVERGREEN TREE/ 10 LF FOR SCREENING ALONG THE NORTHERN PROPERTY LINE (25 TREES).

GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL SHALL MEET THE MINIMUM REQUIREMENTS FOR ALL NURSERY STOCK PER AMERICAN STANDARD FOR NURSERY STOCK ANSI (Z60.1).
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH FIRE EXERCATION. SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- IF SPECIFIED PLANTS ARE UNAVAILABLE, THE CONTRACTOR MAY SUBMIT A SUBSTITUTION REQUEST TO THE LANDSCAPE ARCHITECT FOR APPROVAL. THE PROPOSED SUBSTITUTION MUST BE SIMILAR TO THE ORIGINAL SPECIFIED MATERIAL IN APPEARANCE, FORM, AND SIZE.

PEA GROUP

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0 15 30 60
SCALE: 1" = 30'



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CLIENT

PREMIUM DEVELOPMENT GROUP

1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

CITY REVIEW	COMMENTS	
		10/4/21
		10/19/21
		11/11/21
		12/3/21
		12/13/21
		9/13/21 PZE REPORT COMMENTS
		3/14/22
		4/7/22
		7/18/25
		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE PLAN

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2018\2018-300-4516 ROCHESTER ROAD - TROY - 34\LANDSCAPE\CONSTRUCTION\1-1 LANDSCAPE DETAILS 18-300.dwg

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

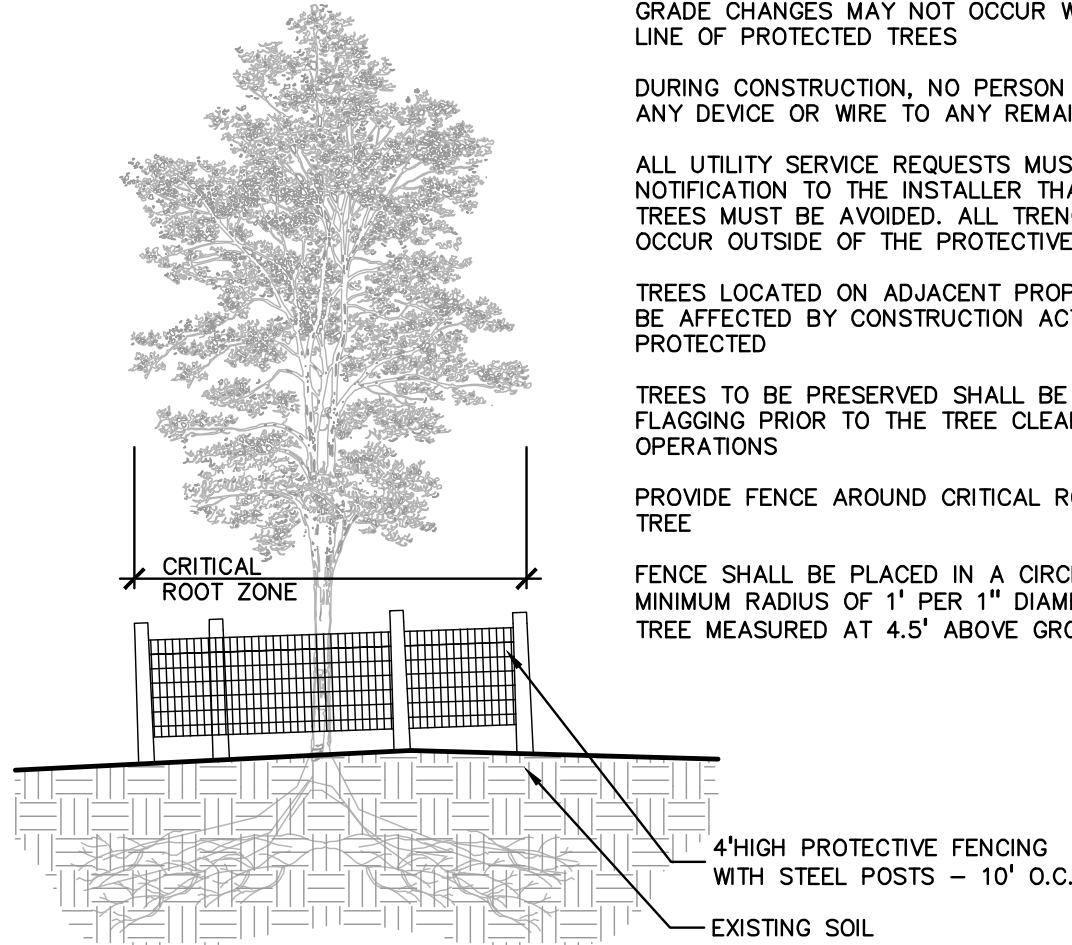
ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED

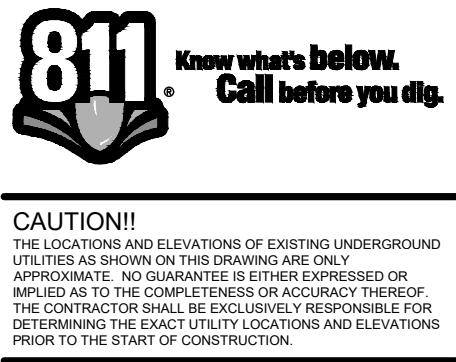
TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF TREE

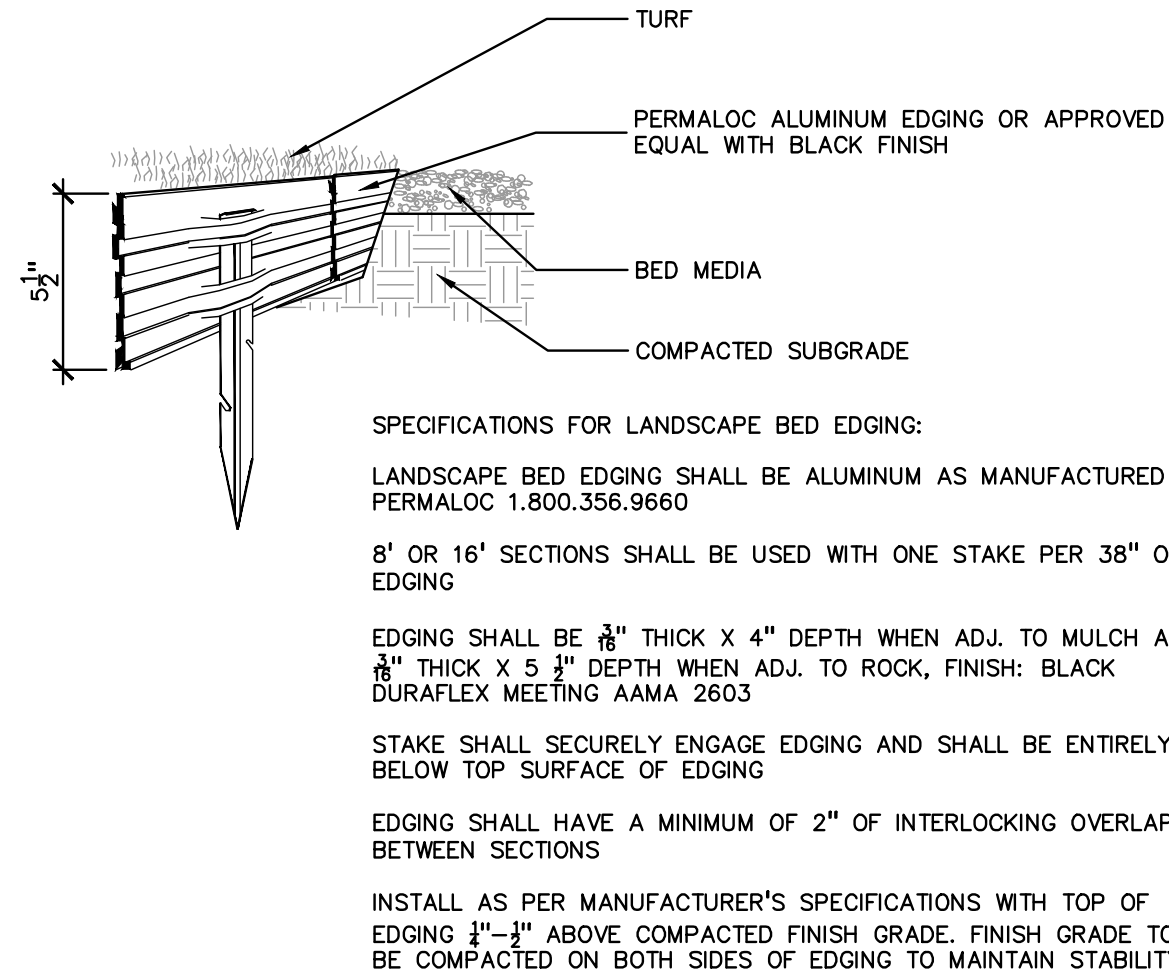
FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND



3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"

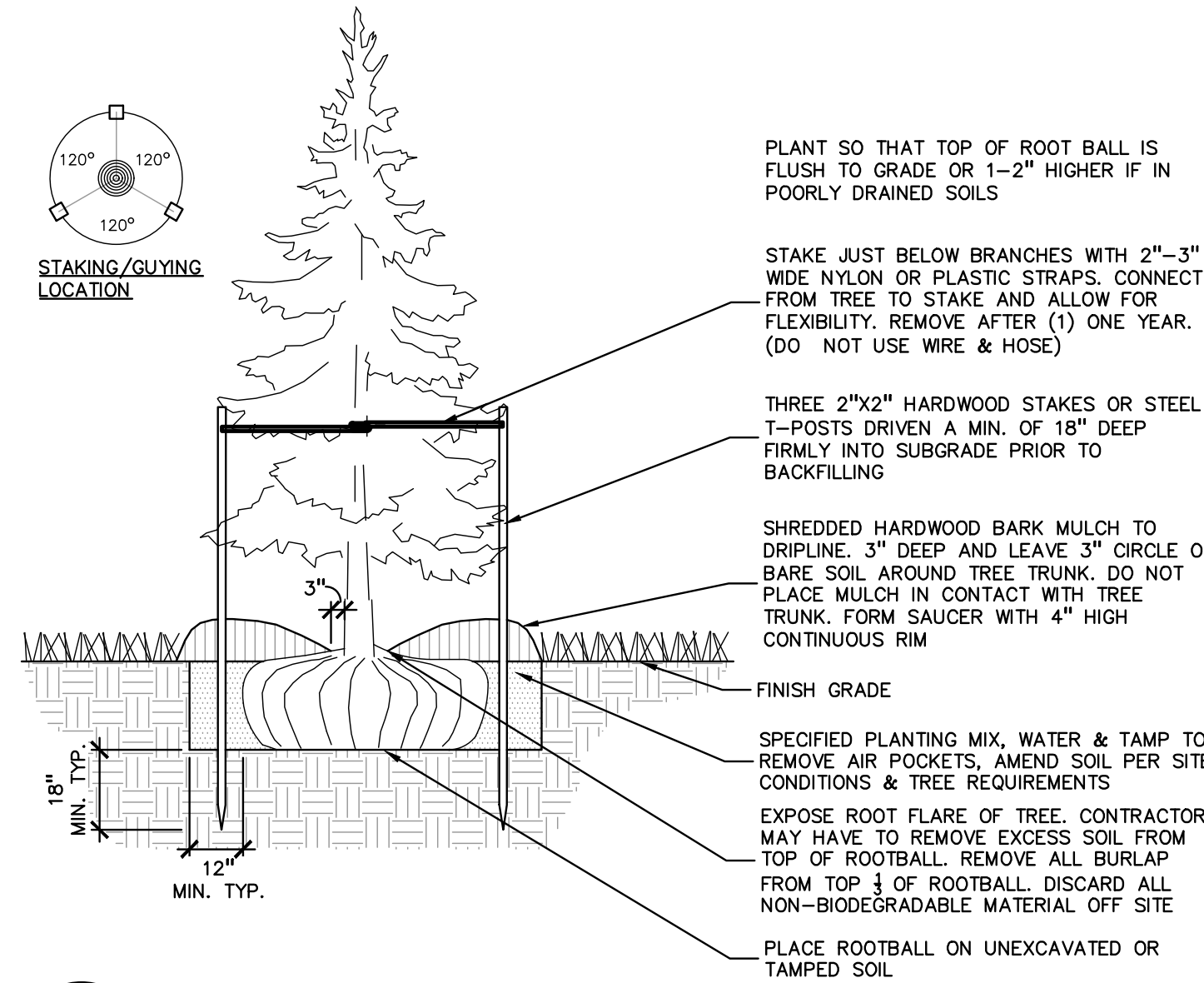


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SPECIFICATIONS FOR LANDSCAPE BED EDGING:
LANDSCAPE BED EDGING SHALL BE ALUMINUM AS MANUFACTURED BY PERMALOC 1.800.356.9660
8" OR 16' SECTIONS SHALL BE USED WITH ONE STAKE PER 38" OF EDGING
EDGING SHALL BE 5/8" THICK X 1/2" DEPTH WHEN ADJ. TO MULCH AND 3/4" THICK X 1/2" DEPTH WHEN ADJ. TO ROCK, FINISH: BLACK DURAFLEX MEETING AAMA 2603
STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING
EDGING SHALL HAVE A MINIMUM OF 2" OF INTERLOCKING OVERLAP BETWEEN SECTIONS
INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 1/2"-3/4" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

5 ALUMINUM EDGE DETAIL
SCALE: 1/2" = 1'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1-2" HIGHER IF IN POORLY DRAINED SOILS

STAKE JUST BELOW BRANCHES WITH 2"-3" WIDE NYLON OR PLASTIC STRAPS. CONNECT FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

THREE 2"x2" HARDWOOD STAKES OR STEEL T-POSTS DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIFLINE. 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

FINISH GRADE

SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS. AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

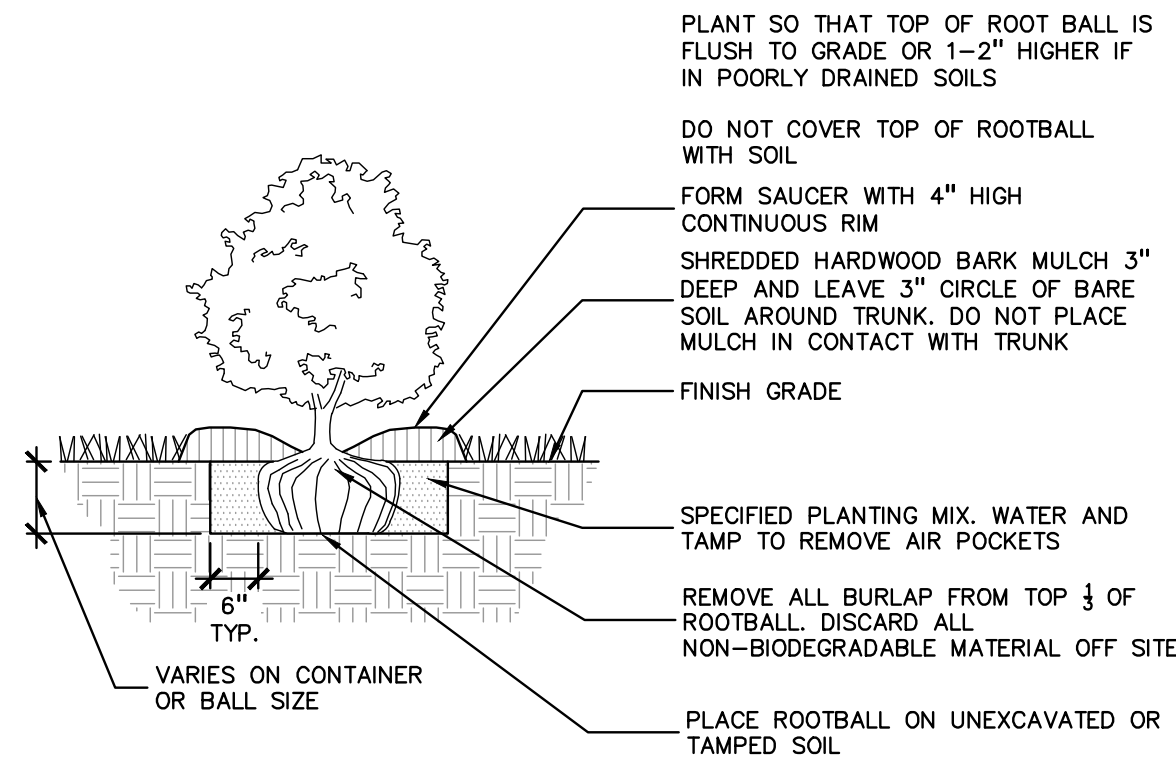
EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP 1/3 OF ROOTBALL. DISCARD ALL NON-BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

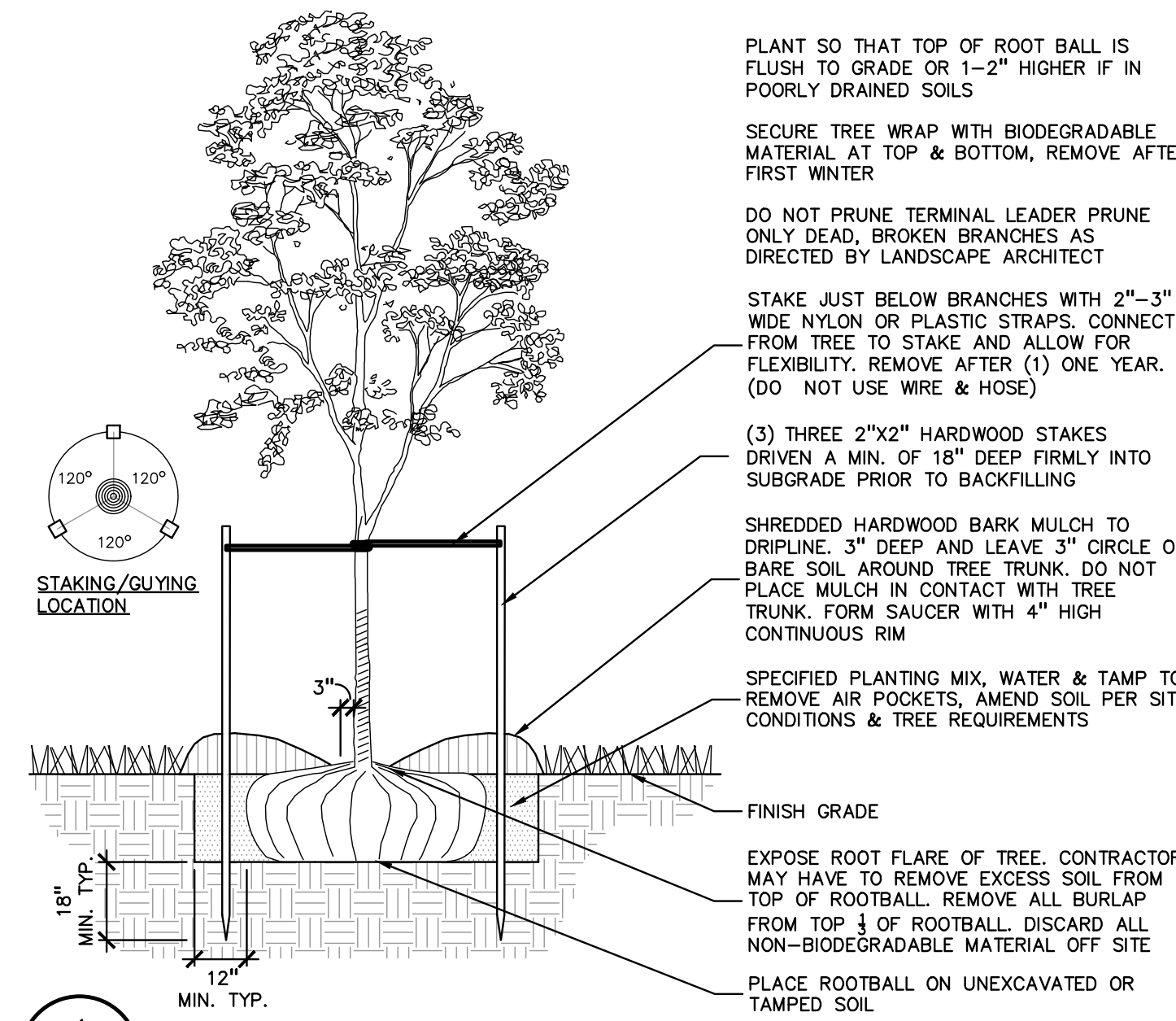
2 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"

CLIENT
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1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN



4 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"

REVISIONS		
CITY REVIEW	COMMENTS	10/4/21
CITY REVIEW	COMMENTS	10/19/21
CITY REVIEW	COMMENTS	11/11/21
CITY REVIEW	COMMENTS	12/3/21
CITY REVIEW	COMMENTS	12/13/21
9/13/21 PZE REPORT	COMMENTS	3/14/22
ADD CITY BMS AND ROAD ESMT		4/7/22
REV PER EGLE - 6/23/25		7/18/25
UPDATED CONSTRUCTION PLANS		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE
LANDSCAPE DETAILS

PEA JOB NO.	2018-300
P.M.	JBT
DN.	KFP
DES.	TMK
DRAWING NUMBER:	

L-1.1

NOT FOR CONSTRUCTION

GENERAL LANDSCAPING REQUIREMENTS																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. General procedures and requirements for Site Work.																				
2.0	PRODUCTS - Not Used																				
3.0	EXECUTION																				
3.1	PREPARATION																				
3.1.1	Protection																				
	1. Spillage:																				
	A. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.																				
	B. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.																				
	2. Erosion Control:																				
	A. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.																				
	B. Develop, install, and maintain an erosion control plan if required by law.																				
	C. Repair and correct damage caused by erosion.																				
	3. Existing Plants And Features:																				
	A. Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain.																				
	B. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Landscape Architect.																				
	C. Do not damage other plants and features which are to remain.																				
3.1.2	If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.																				
END OF SECTION																					
LANDSCAPING PREPARATION																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. General landscape work requirements.																				
1.2	QUALITY ASSURANCE																				
1.2.1	Comply with all applicable local, state and federal requirements, regarding materials, methods of work, and disposal of excess and waste materials.																				
1.2.2	Obtain and pay for all required inspections, permits, and fees.																				
1.2.3	Provide notices required by governmental authorities.																				
1.3	PROJECT CONDITIONS																				
1.3.1	Locate and identify existing underground and overhead services and utilities within contract limit work areas. (Call Miss Dig: 1-800-482-7171 in Michigan).																				
1.3.2	Provide adequate means to protect utilities and services designated to remain.																				
1.3.3	Repair utilities damaged during site work operations at Subcontractor's expense.																				
1.3.4	When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.																				
1.3.5	Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Subcontractor's expense.																				
1.3.6	Perform landscape work operations and the removal of debris and materials to assure minimum interference with streets, walks, and other adjacent facilities.																				
1.3.7	Obtain governing authorities' written permission when required to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.																				
1.3.8	Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal.																				
1.3.9	The General Contractor will occupy the premises and adjacent facilities during the entire period of construction. Perform landscape work operations to minimize conflicts and to facilitate General Contractor's use of the premises and conduct of his normal operations.																				
1.3.10	Perform landscape preparation work before commencing landscape construction.																				
1.3.11	Provide necessary barricades, coverings and protection to prevent damage to existing improvements indicated to remain.																				
1.3.12	Protect existing trees scheduled to remain against injury or damage including cutting, breaking or skinning of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.																				
2.0	PRODUCTS																				
2.1	MATERIALS/EQUIPMENT																				
2.1.1	As selected by the General Contractor, except as indicated.																				
	1. Tree protection:																				
	A. Wood fencing - Snow fencing 4' height.																				
	B. Posts - Steel fence post.																				
	C. Herbicide for lawn restoration - "Round-up" by Monsanto.																				
3.0	EXECUTION																				
3.1	EXISTING UTILITIES																				
3.1.1	Call "MISS DIG" 811 before construction begins. Information on the drawings related to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.																				
3.2	CLEARING																				
3.2.1	Locate and suitably identify trees and improvements indicated to remain.																				
3.2.2	Fencing/soil erosion fence is to be installed.																				
3.2.3	Any equipment that compacts the soil in the areas of existing trees is not allowed.																				
3.2.4	Protect trees scheduled to remain with 4' high snow fence per plans.																				
3.2.5	No vehicular traffic is permitted beneath drip line at any time. All lawn areas are to be worked by hand.																				
3.2.6	Clear and grub areas within contract limits as required for site access and execution of the work.																				
3.2.7	Remove trees, plants, undergrowth, other vegetation and debris, except items indicated to remain.																				
3.2.8	Treat planting and lawn areas as required with herbicide per manufacturer recommendations to kill existing vegetation prior to planting, seeding and sodding.																				
3.2.9	Remove stumps and roots to a clear depth of 36" below subgrades. Remove stumps and roots to their full depth within 5'0" of underground structures, utility lines, footings, and paved areas.																				
3.3	DISPOSAL OF WASTE MATERIALS																				
3.3.1	Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.																				
END OF SECTION																					
LAWN SEEDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Perform finish grading and topsoil placement required to prepare site for installation of landscaping as described in Contract Documents.																				
1.2	SUBMITTALS																				
1.2.1	Quality Assurance																				
	1. Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.																				
	2. Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services, and Soils Engineer shall be acceptable to the Landscape Architect.																				
	3. Submit report stating location of source of imported topsoil and account of recent use.																				
	4. Test for pH factor, mechanical analysis, and percentage of organic content.																				
	5. Submit test reports to General Contractor.																				
	6. Sub-Contractor, or testing agency to make recommendations on type of quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.																				
1.3	QUALITY ASSURANCE																				
1.3.1	Participate in pre-installation meeting with Landscape Architect.																				
1.4	PROJECT CONDITIONS																				
1.4.1	Also see Landscape Preparation Section.																				
1.4.2	Protect existing trees, plants, lawns, and other features designated to remain as part of the landscaping work.																				
1.4.3	Promptly repair damage to adjacent facilities caused by topsoil operations. Cost of repair at Subcontractor's expense.																				
1.4.4	Promptly notify the General Contractor and Landscape Architect of unexpected subsurface conditions.																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Topsoil: supplied and stockpiled topsoil proposed for use must meet the testing criteria results specified. Topsoil must conform to adjustments and recommendations from the soil test and by the Landscape Architect.																				
2.1.2	Existing topsoil: existing topsoil from on-site stockpile shall be utilized. All processing, cleaning, and preparation of this stored topsoil to render it acceptable for use is the responsibility of the Subcontractor.																				
2.1.3	Provide additional topsoil as required to complete the job. Topsoil must meet testing criteria results specified.																				
2.1.4	All processing, cleaning, and preparation of this supplied topsoil to render it acceptable for use is the responsibility of the Subcontractor.																				
2.1.5	Supplied and stockpiled topsoil, shall be fertile, friable, dark in color and representative of local productive soil, capable of sustaining vigorous plant growth and free of clay lumps, subsoil, noxious weeds or other foreign matter such as stones of 1" in any dimension, roots, sticks, and other extraneous material; not frozen or muddy. PH of soil range between 5.0 and 7.5.																				
2.1.6	Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size																				
2.1.7	Prepared topsoil shall be used in planting mixtures as specified in Trees, Plants, and Ground Cover; all beds prepared as specified.																				
3.0	EXECUTION																				
3.1	EXAMINATION																				
3.1.1	Do not commence work of this Section until grading tolerances specified are met.																				
3.2	PREPARATION																				
3.2.2	Prior to grading, dig out weeds from planting areas by their roots and remove from site. Before placing top soil landscaped areas, remove rocks larger than 1 inch in any dimension and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.																				
3.2.3	Prior to placing topsoil, remove any imported base material present in planting areas down to natural subgrade or other material acceptable to Landscape Architect.																				
3.3	PERFORMANCE																				
3.3.1	Site Tolerances																				
	1. Total Topsoil Depth -																				
	A. Lawn And Groundcover Planting Areas - 3 inches minimum compacted.																				
	B. Shrub Planting Areas - 12 inches minimum throughout entire shrub bed area.																				
	2. Elevation of topsoil relative to walks or curbs -																				
	A. Seeded Lawn Areas - 1/4 inch below																				
	B. Sodded Lawn Areas - 1 1/2 inches below																				
	C. Shrub And Ground Cover Areas - 3 inches below																				
3.3.2	Do not expose or damage existing shrub or tree roots.																				
3.3.3	Redistribute approved existing top soil stored on site as a result of rough grading. Remove organic material, rocks and clods greater than 1 inch in any dimension, and other objectionable materials. Provide additional approved imported topsoil required for specified topsoil depth and bring surface to specified elevation relative to walk or curb.																				
3.3.4	For trees, shrubs, ground cover beds and plant mix for beds see Exterior Plants section.																				
3.3.5	Provide earth berming where indicated on Plans.																				
3.3.6	Berming to be free flowing in shape and design, as indicated, and to blend into existing grades gradually so that the toe of slope is not readily visible. Landscape Architect or General Contractor's representative to verify final contouring before planting.																				
3.3.7	Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water away from buildings will occur and that no low areas are created to allow ponding. Subcontractor to consult the General Contractor and Landscape Architect regarding variations in grade elevations before rough grading is completed.																				
3.3.8	Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch per ft minimum unless otherwise noted. High point of finish grade at building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.																				
3.3.9	Rake all topsoil to remove clods, rocks, weeds, and debris.																				
3.3.10	Grade and shape areas to bring surface to true uniform planes free from irregularities and to provide proper drainage and slopes per plans.																				
3.4	CLEANING																				
3.4.1	Upon completion of topsoil operations, clean areas within contract limits, remove tools, equipment, and haul all excess topsoil off-site. Site shall be clear, clean, free of debris, and suitable for site work operations.																				
END OF SECTION																					
LAWN SEEDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Furnish and install seeded lawn as described in Contract Documents.																				
1.2	SUBMITTALS																				
1.2.1	Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each grass species.																				
1.3	DELIVERY AND STORAGE																				
1.3.1	Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent wetting and deterioration.																				
1.4	PROJECT CONDITIONS																				
1.4.1	See landscape preparation section.																				
1.4.2	Work notification: Notify Landscape Architect of General Contractor's representative at least seven (7) working days prior to start of seeding operation.																				
1.4.3	Protect existing utilities, paving, and other facilities from damage caused by seeding operations.																				
1.4.4	Perform seeding work only after planting and other work affecting ground surface has been completed.																				
1.4.5	Provide hose and lawn watering equipment as required.																				
1.4.6	The irrigation system will be installed prior to seeding. Locate, protect, and maintain the irrigation system during seeding operations. Repair irrigation system components damaged during seeding operations at the Sub-Contractor's expense.																				
1.5	WARRANTY																				
1.5.1	See Landscape Maintenance and Warranty Section																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Topsoil for Seeded Areas: See Topsoil Placement and Drawings.																				
2.1.2	Lawn seeded areas: Fresh, clean and new crop seed mixture. Mixed by approved methods.																				
2.1.3	Seed mixture composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and germination.																				
2.1.4	Irrigated Lawn Seed Mixture proportioned by volume as indicated below:																				
	<table><thead><tr><th>SEED TYPE</th><th>PROPORTION</th><th>PURITY</th><th>GERMINATION</th></tr></thead><tbody><tr><td>Kentucky Bluegrass</td><td>50%</td><td>90%</td><td>75%</td></tr><tr><td>Penn Lawn Fescue</td><td>30%</td><td>95%</td><td>80%</td></tr><tr><td>Annual Ryegrass</td><td>20%</td><td>95%</td><td>80%</td></tr></tbody></table>	SEED TYPE	PROPORTION	PURITY	GERMINATION	Kentucky Bluegrass	50%	90%	75%	Penn Lawn Fescue	30%	95%	80%	Annual Ryegrass	20%	95%	80%				
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Penn Lawn Fescue	30%	95%	80%																		
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2.1.5	Non-Irrigated Seed Mixture proportioned by volume as indicated below:																				
	<table><thead><tr><th>SEED TYPE</th><th>PROPORTION</th><th>PURITY</th><th>GERMINATION</th></tr></thead><tbody><tr><td>Penn Lawn Fescue</td><td>80%</td><td>90%</td><td>85%</td></tr><tr><td>Kentucky 28# Common Bluegrass</td><td>20%</td><td>90%</td><td>90%</td></tr><tr><td>Pennfine Perennial Rye</td><td>20%</td><td>90%</td><td>90%</td></tr></tbody></table>	SEED TYPE	PROPORTION	PURITY	GERMINATION	Penn Lawn Fescue	80%	90%	85%	Kentucky 28# Common Bluegrass	20%	90%	90%	Pennfine Perennial Rye	20%	90%	90%				
SEED TYPE	PROPORTION	PURITY	GERMINATION																		
Penn Lawn Fescue	80%	90%	85%																		
Kentucky 28# Common Bluegrass	20%	90%	90%																		
Pennfine Perennial Rye	20%	90%	90%																		
2.1.6	Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.																				
2.1.7	Ground Limestone: Used if required by soil test report: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh sieve.																				
2.1.8	Straw Mulch: Used in crimping process only. Clean oat or wheat straw well seasoned before baling, free from mature seed-bearing status, or roots of prohibited or noxious weeds.																				
2.1.9	Water: Free of substance harmful to seed growth. Hoses or other methods to transpiration furnished by Sub Contractor.																				
3.0	EXECUTION																				
3.1	INSPECTION																				
3.1.1	Landscape Architect or General Contractor's representative must approve finish surfaces, grades, topsoil quality and depth. Do not start seeding work until unsatisfactory conditions are corrected.																				
3.2	PREPARATION																				
3.2.1	SURFACE PREPARATION																				
	1. Seven days maximum prior to seeding, -																				
	A. Treat Lawn areas if required with "Round-Up" by Monsanto, per label direction to kill existing vegetation prior to seeding.																				
	B. Loosen topsoil areas to minimum depth of 4", dampen thoroughly, and cultivate to properly break up clods and lumps.																				
	C. Rake area to remove clods, rocks, weeds, roots, debris, and stones over 1" in any dimension.																				
	D. Grade lawn areas to smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.																				
	E. Apply limestone to supplied topsoil if required by soil test report at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 no more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.																				
	F. Apply fertilizers to indicated turf areas at a rate equal to 1 lb. of actual nitrogen 1,000 sq. ft. (43 lbs / acre).																				
	G. Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with soil to a depth of 1" by approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.																				
	H. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.																				
	I. After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs according to soil type.																				
	J. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and irregularities.																				
	K. Restore prepared areas to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.																				
3.3	INSTALLATION																				
3.3.1	SEEDING																				
	1. Seed lawns only between April 1, and June 1, and fall seeding between August 15, and October 15, or at such other times acceptable to Landscape Architect.																				
	2. Seed immediately after preparation of bed. Seed indicated areas within contract Limits and areas adjoining contract limits disturbed as a result of construction operations.																				
	3. Perform seeding operations when the soil is dry and when the winds do not exceed five(5) miles per hour velocity.																				
	4. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each other.																				
	5. Sow seed at a rate of 300 lbs./acre.																				
	6. After seeding, rake or drag surface of soil lightly to incorporate seed into top 1/8" of soil. Roll with light lawn roller.																				
	7. Provide soil erosion planting mat where grade conditions required to stabilize the planting area.																				
3.3.2	HYDRO-SEEDING																				
	1. Hydro-seeding: The application of grass seed and a wood cellulose fiber mulch tinted green shall be accomplished in one operation by use of an approved spraying machine.																				
	A. Mix seed, fertilizer, and wood cellulose fiber in required amount of water to produce a homogeneous slurry. Add wood cellulose fiber after seed, water, and fertilizer have been thoroughly mixed and apply at the rate of 200 pounds per acre dry weight.																				
	B. For hydro-seeding, wood cellulose fiber shall be used. Silva-Fiber Mulch by Weyerhaeuer Company, Tacoma, WA (800-443-9179).																				
	C. Hydraulically spray material on ground to form a uniform cover impregnated with grass seed.																				
	D. Immediately following application of slurry mix, make separate application of wood cellulose mulch at the rate of 1,000 pounds, dry weight, per acre.																				
	E. Apply cover so that rainfall or applied water will percolate to underlying soil.																				
3.3.3	MULCHING																				
	1. Place straw mulch on seeded areas within 24-hours after seeding.																				
	2. Place straw mulch uniformly in a continuous blanket at a rate of 2-1/2 tons per acre, or two (2) 50 lb. bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Landscape Architect.																				
	3. Crimp straw into soil by use of a "crimper". Two passes in alternate direction required. Alternative methods on areas too small for crimper must be approved by the Landscape Architect or Owner's Representative.																				
3.3.3	ESTABLISH LAWN																				
	1. Establish dense lawn of permanent grasses, free from lumps and depressions. Any area failing to show uniform germination to be reseeded; continue until dense lawn established.																				
	2. Damage to seeded area resulting from erosion to be repaired by Sub Contractor.																				
	3. In event Sub Contractor does not establish dense lawn during first germination period, return to project to reseed and reseed to establish dense lawn.																				
	4. Should the seeded lawn become largely weeds after germination, Sub Contractor is responsible to kill the weeds and reseed the proposed lawn areas to produce a dense turf, as specified.																				
3.4	CLEANING																				
3.4.1	Perform Cleaning during installation of the work and upon completion of the work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.																				
3.5	MAINTENANCE																				
3.5.1	See Landscape Maintenance and Warranty Section.																				
3.6	ACCEPTANCE																				
3.6.1	See Landscape Maintenance and Warranty Section.																				
END OF SECTION																					
LAWN SODDING																					
1.0	GENERAL																				
1.1	SUMMARY																				
1.1.1	Includes But Not Limited To																				
	1. Furnish and install sodded lawn as described in Contract Documents.																				
1.2	QUALITY ASSURANCE																				
1.2.1	Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.																				
1.3	SUBMITTALS																				
1.3.1	Submit sod growers certification of grass species. Identify source location.																				
1.3.2	Submit manufacturer's certification of fertilizer.																				
1.4	DELIVERY, STORAGE, AND HANDLING																				
1.4.1	Cut, deliver, and install sod within 24 hour period.																				
1.4.2	Do not harvest or transport sod when moisture content may adversely affect sod survival.																				
1.4.3	Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drop sod during handling and installation.																				
1.4.4	Sod which dries out before installation will be rejected.																				
1.5	PROJECT CONDITIONS																				
1.5.1	See Landscape Preparation section.																				
1.5.2	Work notification: Notify Landscape Architect or General Contractor's representative at least seven (7) working days prior to start of sodding operation.																				
1.5.3	Protect existing utilities, paving, and other facilities from damage caused by sodding operations.																				
1.5.4	Perform sodding work only after planting and other work affecting ground surface has been completed.																				
1.5.5	Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.																				
1.5.6	Provide hose and lawn watering equipment as required.																				
1.5.7	The irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Subcontractor's expense.																				
1.6	WARRANTY																				
1.6.1	See Landscape Maintenance and Warranty Section.																				
2.0	PRODUCTS																				
2.1	MATERIALS																				
2.1.1	Sod: An "approved" nursery grown blend of improved Kentucky Bluegrass varieties.																				
2.1.2	Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nuttseedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Bromegrass weeds will not be acceptable.																				
2.1.3	Provide well rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material; viable and capable of growth and development when planted.																				
2.1.4	Furnish sod, machine stripped in square pads or strips not more than 3'-0" long; uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before stripping.																				
2.1.5	Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer.																				
2.1.6	Type A: starter fertilizer containing 20% nitrogen, 12% phosphoric acid, and 8% potash by by weight or similar approved composition.																				

EXTERIOR PLANTS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Furnish and install landscaping plants as described in Contract Documents.

1.2 QUALITY ASSURANCE

1.2.1 Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

1.2.2 Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

1.2.3 All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years.

1.2.4 Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional charge. Larger plants shall not be cut back to size indicated.

1.2.5 Provide "specimen" plants with a special height, shape, or character of growth. Landscape Subcontractor is to tag specimen trees or shrubs at the source of supply. The Landscape Subcontractor shall inspect all plant material at source prior to Landscape Architect's approval. Landscape Subcontractor shall accompany Landscape Architect on final selection trip. The Landscape Architect will inspect specimen selections for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for approval.

1.2.6 Plants may be inspected and approved at the place of growth for compliance with specification requirements for quality, size, and variety.

1.2.7 Approval of plant selection at the place of growth shall not impair the right of inspection and rejection upon delivery at the site or during progress of the work.

1.2.8 Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1.2.9 Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Landscape Architect before proceeding with work of this section.

1.2.10 Plant totals are for convenience only and are not guaranteed. Vary amounts shown on Drawings. All plantings indicated on Drawings are required unless indicated otherwise.

1.3 SUBMITTALS

1.3.1 Provide and pay for material testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:

1. The loss of weight by ignition and moisture absorption capacity shall be tested for peat moss.

1.3.2 Submit the following material samples to Landscape Architect:

1. Peat moss, shredded hardwood bark mulch, planting accessories, pre-emergent herbicides, and plant fertilizers.

1.3.3 Submit the following materials certification to Landscape Architect:

1. Topsoil source and pH value, peat moss, and plant fertilizer.

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.

1.4.2 Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected.

1.4.3 Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration.

1.4.4 Dig, pack, transport, and handle plants with care to ensure protection against injury.

1.4.5 Inspection certificates required by law shall accompany each shipment invoice or order to stock on arrival. The certificate shall be filed with the General Contractor's representative.

1.4.6 Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, shredded hardwood bark mulch, or in a manner acceptable to the General Contractor's representative.

1.4.7 Water heeled in plantings daily.

1.4.8 No plant shall be bound with rope or wire in a manner that could damage or break the branches.

1.4.9 Cover plants transported on open vehicles with a protective covering to prevent wind burn.

1.4.10 Frozen or muddy topsoil is not acceptable.

1.5 PROJECT CONDITIONS

1.5.1 See Landscape Preparation Section.

1.5.2 Work notification: notify Landscape Architect at least seven working days prior to installation of plant material.

1.5.3 Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.

1.5.4 A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the proposal form. In the event that quantity discrepancies or material omissions occur in the proposal form, Subcontractor shall notify the Landscape Architect during the proposal bidding process.

1.5.5 An irrigation system will be installed prior to planting. Locate, protect, and maintain the irrigation system during planting operations. Repair irrigation system components, damaged during planting operations, at the Landscape Subcontractor's expense.

1.5.6 The Landscape Subcontractor shall inspect existing soil conditions in all areas of the site where his operations will take place, prior to the beginning of work. It is the responsibility of the Landscape Subcontractor to notify the General Contractor's representative and the Landscape Architect in writing of any conditions which could affect the survivability of plant material to be installed.

1.6 WARRANTY

1.6.1 See Landscape Maintenance and Warranty Standards.

2.0 PRODUCTS

2.1 MATERIALS

2.1.1 Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

1. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.

2. All trees shall have clay or clay loam balls. Trees with sand balls will be rejected.

3. Provide tree species that mature at heights over 25'-0" with a single, main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.

4. Plants planted in rows shall be matched in form, (see specimen stock).

5. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.

6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.

7. Evergreen trees shall be unsheared and branched to the ground.

8. Shrubs and small plants shall meet the requirements for spread and height indicated on the drawings.

9. Plant materials shall be subject to approval by the Landscape Architect as to size, health, quality, and character.

10. Bare root trees are not acceptable.

11. Provide plant materials from licensed nursery or grower.

2.1.2 Bare root plants: dug with adequate fibrous roots, to be covered with a uniformly thick coating of mud by being puddled immediately after they are dug or packed in moist straw or peat moss.

2.1.3 Container grown stock: grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm, and whole.

1. No plants shall be loose in the container.

2. Container stock shall not be root bound.

3. Single stemmed or thin plants will not be accepted.

4. Side branches shall be generous, well twigged, and the plant as a whole well bushed to the ground.

5. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

2.1.4 Collected stock consists of plants growing under natural conditions in soils and climate as exist at location to be planted, in locations lending themselves to proper collecting practices. Root system (balls) to be at least twenty-five (25%) percent larger than specified for nursery grown material.

2.1.5 Specimen stock: all specimen designated plantings are to be nursery grown, fully developed, excellent quality, and typical example of the species. Plants designated to be planted in rows must be matched, symmetrical, and uniform in height, spread, caliper, and branching density.

1. Matched plantings should be obtained from the same nursery and, preferably, from the same row or line. All specimen material will be approved by the Landscape Architect at nursery.

2.1.6 Topsoil for planting mix: fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials with acidity range of between pH 6.0-6.8 for ericaceous plants.

2.1.7 Peat moss: brown to black in color, weed and seed free granulated raw peat.

1. Provide ASTM D2607 sphagnum peat moss with a pH below 6.0 for ericaceous plants.

2.1.8 Planting mixture Type A - trees: standard planting backfill shall be a mixture of ½ native soil (excavated from plant pits), ¼ topsoil, and ¼ sand. Add fertilizer Type "A" and "B" to planting mixture per manufacturer's requirements. Follow planting details.

2.1.9 Planting mixture Type B for perennial flowers, groundcover beds, and ericaceous plants: planting backfill shall be a mixture of 1/3 screened topsoil, 1/3 sand and 1/3 peat. All existing soil shall be excavated and removed. Adding fertilizer types "A" and "B" to mixture per manufacturer's requirements. Follow planting details.

2.1.10 Planting mixture Type C for annual flower beds: same as Type "B". Submit a sample to the Landscape Architect for approval prior to installation.

2.1.11 Planting mixture Type D for Bioretention Soil Mix, for use with shrubs and perennials in a bioswale, rain garden or bioretention area. Planting backfill shall be a mixture of 50%-60% coarse sand, 25%-35% screened topsoil, and 10-15% Compost by volume. The following criteria for bioretention soil mix shall be provided:

1. Maximum clay content: 15%
2. Clay and silt content: 25%-40%
3. Nutrient content: 15-30 mg/kg
4. Hydraulic Conductivity: 1-4 inches per hour
5. Organic Matter Content: 2%-5%

Adding fertilizer to mixture per manufacturer's requirements and soil testing recommendations. Follow detail for installation. Submit a sample and testing results to the Landscape Architect for approval prior to installation.

2.1.12 Planting mixture Type E for Planter Soil Mix, Metro Mix 900 in 3 cubic foot bags or approved equal.

2.1.13 Plant fertilizer Type A to be "Drimanure" applied per manufacturer recommendations.

2.1.14 Plant fertilizer Type B to be "14-14-14". Apply per manufacturer recommendations.

2.1.15 Bone Meal - 5 lbs. per cubic yard of soil mixes.

2.1.16 Lime to be ground dolomitic limestone, ninety-five percent (95%) passing through #100 mesh screen. Use to adjust soil pH only under direction of Landscape Architect.

2.1.17 Sand to be clean, coarse, ungraded conforming to ASTM-C-3 for fine aggregates.

2.1.18 Anti-Desiccant: protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with Manufacturer's instructions.

2.1.19 Shredded bark mulch shall be double processed, dark shredded hardwood bark that is clean, free of debris and sticks. Materials shall be uniform in size, shape, and texture. Submit samples to Landscape Architect for approval prior to installation. Install mulch to finish grade, level smooth, without ridges, humps, or depressions.

2.1.20 Water: free of substances harmful to plant growth. Hoses or other methods of transportation shall be furnished by Sub Contractor.

2.1.21 Stakes for staking (3) Three Hardwood, 2" x 2" x 8'-0" long. Driven a min. of 18" deep firmly into subgrade prior to backfilling. Stakes for guying: Hardwood, 2" x 2" x 36" long.

2.1.22 Guying/staking material: With 2"-3" wide fabric straps, connect from tree to stake. Remove after (1) year, allow for flexibility (do not use wire & hose).

2.1.23 Tree wrap: standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Secure tree wrap with biodegradable material at top and bottom. Remove after first winter.

2.1.21 Twine: two-ply jute material.

2.2 MEASUREMENTS

2.2.1 Measure height and spread of specimen plant materials with branches in their normal positions as indicated on Drawings or Plant List.

2.2.2 The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.

2.2.3 Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest direction would be classified as 12 inch stock.

2.2.4 Plants properly trimmed and transplanted should measure same in every direction.

2.2.5 Measure caliper of trees 6 inches above surface of ground.

2.2.6 Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed.

2.2.7 Plant materials larger than those specified may be supplied, with prior written approval of Landscape Architect, and:

1. If complying with Contract Document requirements in all other respects.
2. If at no additional cost to Owner.
3. If sizes of roots or balls are increased proportionately.

2.2.8 The height of the trees, specified by height, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated on the drawings.

3.0 EXECUTION

3.1 INSPECTION

3.1.1 Landscape Architect or General Contractor's representative must approve proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3.1.2 Individual plant locations shall be staked on the project site by the Landscape Contractor and approved by the Landscape Architect before any planting pits are dug. The Landscape Architect reserves the right to adjust plant material locations to meet field conditions, without additional cost to the General Contractor / Owner.

3.1.3 Accurately stake plant material according to the Drawings. Stakes shall be above grade, painted a bright color, and labeled with the name of the plant material to be installed at that location.

3.2 TIME OF PLANTING

3.2.1 Evergreen material: Plant Evergreen materials between September 1 and October 15 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.

3.2.2 Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in leaf, they shall be sprayed with anti-desiccant prior to planting operation.

3.2.3 Planting times other than those indicated must be acceptable to the Landscape Architect.

3.3 PREPARATION

3.3.1 General: See Landscape Preparation Section

3.3.2 Vegetation Removal

1. Strip existing grass and weeds, including roots from all bed areas leaving the soil surface one (1") inch below finish grade.
2. Herbicide: as required to prepare area for new planting applied to all ground cover, evergreen and shrubby beds and all mulch areas before application of preemergence herbicide, per

manufacturer's recommendations. Clean area of all dead material after five (5) days.

3. Pre-Emergence Herbicide: applied per manufacturer recommendations to same area where "Herbicide" has been applied and to planting bed areas, after area is cleared of dead vegetation.

4. Herbicides to be applied by licensed applicator as required by the State.

5. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide plant pits per planting details. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 6".

6. Roughen sides of excavations.

7. Provide premixed planting mixture Type "A" for use around the balls and roots of all deciduous and evergreen tree plantings.

3.3.3 Percolation Testing of Plant Beds

Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1. Dig a hole at least 12" in diameter by 12" in depth, with straight sides, in excavated plant beds.
2. Fill hole with water and let it sit overnight.
3. Refill hole the next day.
4. Measure the water level by laying a straight edge across the top of the hole, then use a tape measure or yardstick to determine the water level. Continue to measure the water level every hour until the hole is empty, noting the number of inches the water level drops per hour.

Any test holes with a rate of 1" or less an hour is considered to slow and recommendations to remedy issue shall be provided to Architect and Owner.

3.3.4 Ground Cover Beds, Perennial Flower Beds, and Ericaceous Plant Beds

1. Excavate existing soil to 12" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Set plants according to drawings and backfill entire bed with premixed planting mixture Type "B". Ground Cover shall be planted after bed has been backfilled with plant mix and mulched. Plant ground cover through mulch and into plant mix.

3.3.5 Mass Shrub Beds / Hedge Beds:

1. Excavate existing soil to 12" depth over entire bed area and remove soil from site. Scarify bottom of the bed to a 4" depth. Set plants according to drawings and Specifications. Backfill entire bed with (premixed) specified planting mixture Type "A".

3.3.6 Annual Flower Beds:

1. Excavate existing soil to 8" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Backfill entire bed to an 8" depth with premixed planting mixture Type "B".

3.4 INSTALLATION

3.4.1 Planting shall be performed only by experienced workman familiar with planting procedures under the supervision of a qualified supervisor.

3.4.2 Planting pits shall be round, with vertical sides and flat bottoms, and sized in accordance with outlines and dimensions shown on the planting details.

3.4.3 See drawings for planting details.

3.4.4 If obstructions are encountered that are not indicated, do not proceed with planting operations until alternative plant locations have been selected and approved in writing by the Landscape Architect. Where location or spacing dimensions are not clearly shown, request clarification by the Landscape Architect.

3.4.5 Set plant material in the planting pit to proper grade and alignment.

1. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure.

2. Set plant material so it is flush to finish grade after settling, or 1-2" higher in poorly drained soil, or as directed by Landscape Architect.

3. No filling will be permitted around the trunks or stems.

4. Do not cover top of root ball with soil.

5. Backfill pit with planting mixture. Do not use frozen or muddy mixtures for backfilling.

6. Form a ring of soil around the edge of the planting pit to retain water.

3.4.6 After balled and burlapped plants are set, tamp planting mixture around of balls and fill all voids and remove air pockets.

3.4.7 Remove all burlap, ropes, and wires from top 1/3 of balls.

3.4.8 Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 12" of trunks and shrubs and to within 6" of planting bed.

3.4.9 Spread and arrange roots of bare rooted plants in their natural position. Work in planting mixture. Do not mat roots together. Cut all broken and frayed roots before installing planting mixture.

3.4.10 Water immediately after planting.

3.4.11 Apply pre-emergent herbicide to bed areas per manufacturer's recommendations before mulching.

3.5 MULCHING

3.5.1 Mulch trees and shrub planting pits and shrub beds with shredded hardwood bark, mulch 3" deep to dripline immediately after planting. Leave 3" circle of bare soil around tree trunk. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.5.2 Mulch shall not be placed in contact with trunks or stems.

3.5.3 Mulch ground cover beds with shredded bark mulch 2" to 3" deep prior to planting.

3.5.4 Plant ground cover through mulch.

3.6 WRAPPING, GUYING, AND STAKING

3.6.1 Inspect trees for injury to trunks, evidence of insect infestation and improper pruning before wrapping.

3.6.2 Wrap trunks of all trees spirally from bottom to top with specified tree wrap and secure in place.

3.6.3 Stake deciduous trees under 4" caliper. Stake evergreen trees under 6'-0" tall and over with metal fence post, three (3)per tree.

3.6.4 Stake/guy all trees immediately after installation. When high winds or other conditions which may effect tree survival or appearance occur during the warranty period, the Sub-Contractor shall immediately repair the staking/guying.

3.6.5 Guy deciduous trees 4" caliper and over. Stake evergreen trees 6'-0" tall and over with metal fence post, three (3) per tree.

3.6.6 All work shall be acceptable to the Landscape Architect/Owner's representative.

3.7 PRUNING

3.7.1 Remove or cut back broken, damaged, and unsymmetrical growth of new wood.

3.7.2 Multiple leader plants: preserve the leader which will best promote the symmetry of the plant. Do not prune terminal leader. Cut branches flush with the trunk of the main branch, at a point beyond a lateral shoot or bud a distance of not less than ½ the diameter of the supporting branch. Make cut on an angle.

3.7.3 Prune evergreens only to remove broken or damaged branches.

3.8 MAINTENANCE

3.8.1 See Landscape Maintenance and Warranty Standards.

3.9 CLEANING

3.9.1 Perform cleaning during installation of the work and upon completion of the work. Remove from all site excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

END OF SECTION

LANDSCAPE MAINTENANCE AND WARRANTY STANDARDS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Provide maintenance for new landscaping as described in Contract Documents.

2. The requirements of the Section include a one (1) year warranty period from date of acceptance of installation performed by the General Contractor's Representative and Landscape Architect.

2.0 PRODUCTS - Not Used

3.0 EXECUTION

3.1 PERFORMANCE

3.1.1 Acceptance of Installation

1. At the completion of all landscape installation, or pre-approved portions thereof, the Landscape Contractor's Representative shall request an inspection for Acceptance of Installation in which the Landscape Subcontractor, Landscape Architect, and General Contractor's Representative shall be present.

a. Following the acceptance inspection a punch list will be issued by the Landscape Architect.

b. Upon completion of all punch list items, the Landscape Architect and/or General Contractor's Representative shall request an inspection for Acceptance of Installation and the beginning of the Project Warranty Period.

c. At the time of acceptance all plant material shall be of vigorous health and planting bed and mulch rings are weed free.

d. It is the responsibility of the Landscape Subcontractor to make the written request for inspection of installation in a timely fashion.

e. If there is plant material loss prior to the Landscape Subcontractor's written request for inspection of installation, the Landscape Contractor shall make all replacements of this dead material at no additional cost. These replacements are not considered to be the required one (1) replacement of dead plant material by the Landscape Subcontractor during the one (1) year project warranty period, as outlined below.

2. Landscape work may be inspected for acceptance in parts agreeable to the General Contractor's Representative and Landscape Architect provided work offered for inspection is complete, including maintenance as required.

3. For work to be inspected for partial acceptance, the Landscape Subcontractor shall provide a drawing outlining work completed and supply a written statement requesting acceptance of this work completed to date.

3.1.2 Project Warranty

1. The Project Warranty Period begins upon written preliminary acceptance of the project installation by the Landscape Architect and General Contractor's representative.

2. The Landscape Subcontractor shall guarantee trees, shrubs, ground cover beds and seeded or sodded areas through construction and for a period of one (1) year after date of Acceptance of Installation against defects including death and unsatisfactory growth, except for defects resulting from neglect, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Subcontractor's control.

3.1.3 Maintenance During One (1) Year Project Warranty

1. To insure guarantee standards, the following maintenance procedures for trees, shrubs, and ground covers shall be executed during construction and for the full Project Warranty Periods.

a. Landscape Subcontractor shall be responsible for only one (1) replacement of any plant materials during the one (1) year Project Warranty Period. These include those which are dead or in the opinion of the Landscape Architect are in an unhealthy or unsightly condition, or having lost natural shape, resulting from dieback, excessive pruning, or inadequate or improper maintenance as part of the guarantee.

b. Prior to any replacements, Landscape Subcontractor shall review individual plants in question with Landscape Architect to determine reason for plant demise.

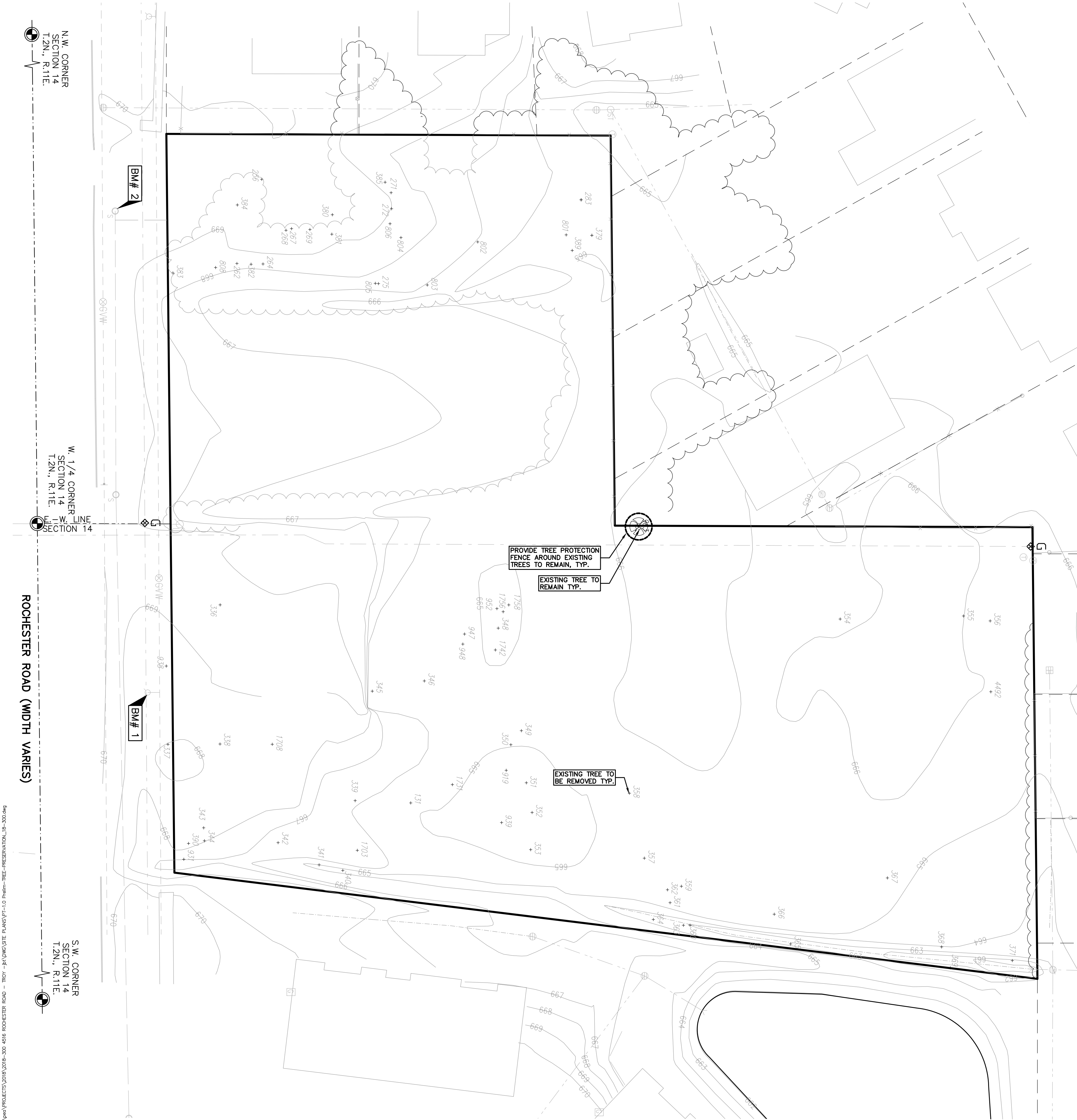
c. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

d. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

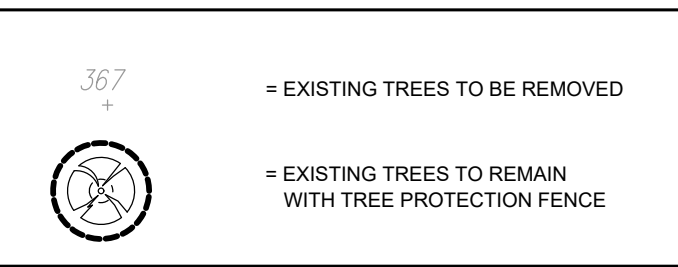
e. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or diseases. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

f. The contractor will be responsible for irrigation system operation, watering schedules, watering amounts and general monitoring of irrigation system throughout construction, maintenance, and warranty period. Over watering or lack of water from the irrigation system is the responsibility of the landscape contractor and any required replacements at the cost of the contractor and not part of the warranty replacement.

2. Replacements must meet the standards specified on the Landscape plans and in



KEY:



WOODLAND TREES			
WOODLAND TREES REMOVED:	2	(REPLACE AT 50% OF REMOVED DBH)	
30" DBH x 0.5 =	15"	REPLACEMENT	
WOODLAND TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
15	-	0	= 15
15 " DBH REQUIRED FOR WOODLAND REPLACEMENT			

LANDMARK TREES			
LANDMARK TREES REMOVED:	2	(REPLACE AT 100% OF REMOVED DBH)	
53" DBH x 1 =	53"	REPLACEMENT	
LANDMARK TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
53	-	0	= 53
68 " TOTAL DBH REQUIRED FOR REPLACEMENT			

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	NOTE	CLASS	SAVE / REMOVE	REPLACE
131	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
256	ER	12	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
262	WC	15	White Cedar	Thuja occidentalis	Poor		WOODLAND	R	-
264	SC	15	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	R	-
267	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
268	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
269	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
271	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
272	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
275	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
283	SM	20	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	S	-
336	SM	48	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
337	SM	19	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
338	SM	22	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
339	SM	25	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
340	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
341	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
342	BW	26	Black Walnut	Juglans nigra	Fair		LANDMARK	R	REPLACE
344	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
345	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
346	SM	23	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
348	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
349	SM	8	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
350	SM	15	Silver Maple	Acer saccharinum	Good		INVASIVE	R	-
351	SU	12	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
352	SU	15	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
353	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
354	SWO	14	Swamp White Oak	Quercus bicolor	Poor		WOODLAND	R	-
355	E	6	American Elm	Ulmus americana	Poor		INVASIVE	R	-
356	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
357	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
358	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
359	SM	10	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
360	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
361	BC	7	Wild Black Cherry	Prunus serotina	Poor		WOODLAND	R	-
362	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
363	PW	24	White Poplar	Populus alba	Poor		INVASIVE	R	-
364	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
365	E	24	American Elm	Ulmus americana	Very Poor		INVASIVE	R	-
366	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
367	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
368	CT	24	Cottonwood	Populus deltoides	Poor		INVASIVE	R	-
369	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
371	PW	24	White Poplar	Populus alba	Fair		INVASIVE	R	-
379	SC	10	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	S	-
380	PR	12	Pear	Pyrus communis	Very Poor		LANDMARK	R	-
381	PR	12	Pear	Pyrus communis	Poor		LANDMARK	R	-
382	SC	8	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
383	BX	30	Box elder	Acer negundo	Poor		INVASIVE	R	-
384	RC	12	Red Cedar	Juniperus virginiana	Poor		INVASIVE	R	-
385	BW	6	Black Walnut	Juglans nigra	Poor		WOODLAND	R	-
389	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	R	-
801	SC	18	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
802	SM	48	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
803	E	36	American Elm	Ulmus americana	Poor		INVASIVE	R	-
804	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
805	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
806	SC	24	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
808	SC	27	Scotch Pine	Pinus sylvestris	Fair		LANDMARK	R	REPLACE
919	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
930	E	14	American Elm	Ulmus americana	Poor		INVASIVE	S	-
931	E	14	American Elm	Ulmus americana	Poor		INVASIVE	R	-
938	NM	13	Norway Maple	Acer platanoides	Fair		INVASIVE	R	-
939	E	11	American Elm	Ulmus americana	Poor		INVASIVE	R	-
947	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
948	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
952	SM	13	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
963	SU	10	Sugar Maple	Acer saccharum	Poor		WOODLAND	S	-
1703	SM	42	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1708	SM	36	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1731	SM	18	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
1742	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
1756	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
1758	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
4492	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
TREE
PRESERVATION
PLAN**

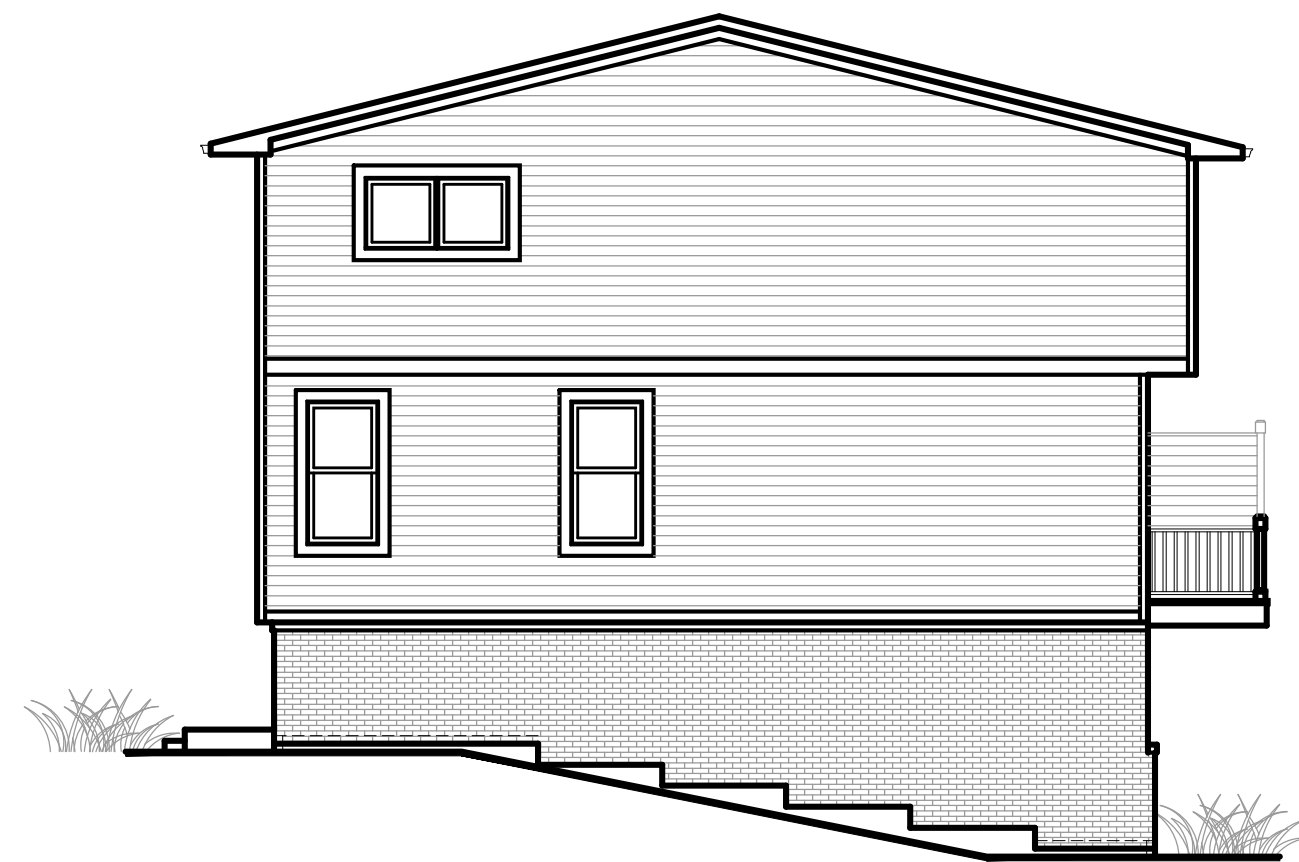
PEA JOB NO.	2018-300
P.M.	JBT
DN.	NB
DES.	NB
DRAWING NUMBER:	

TP-1.0





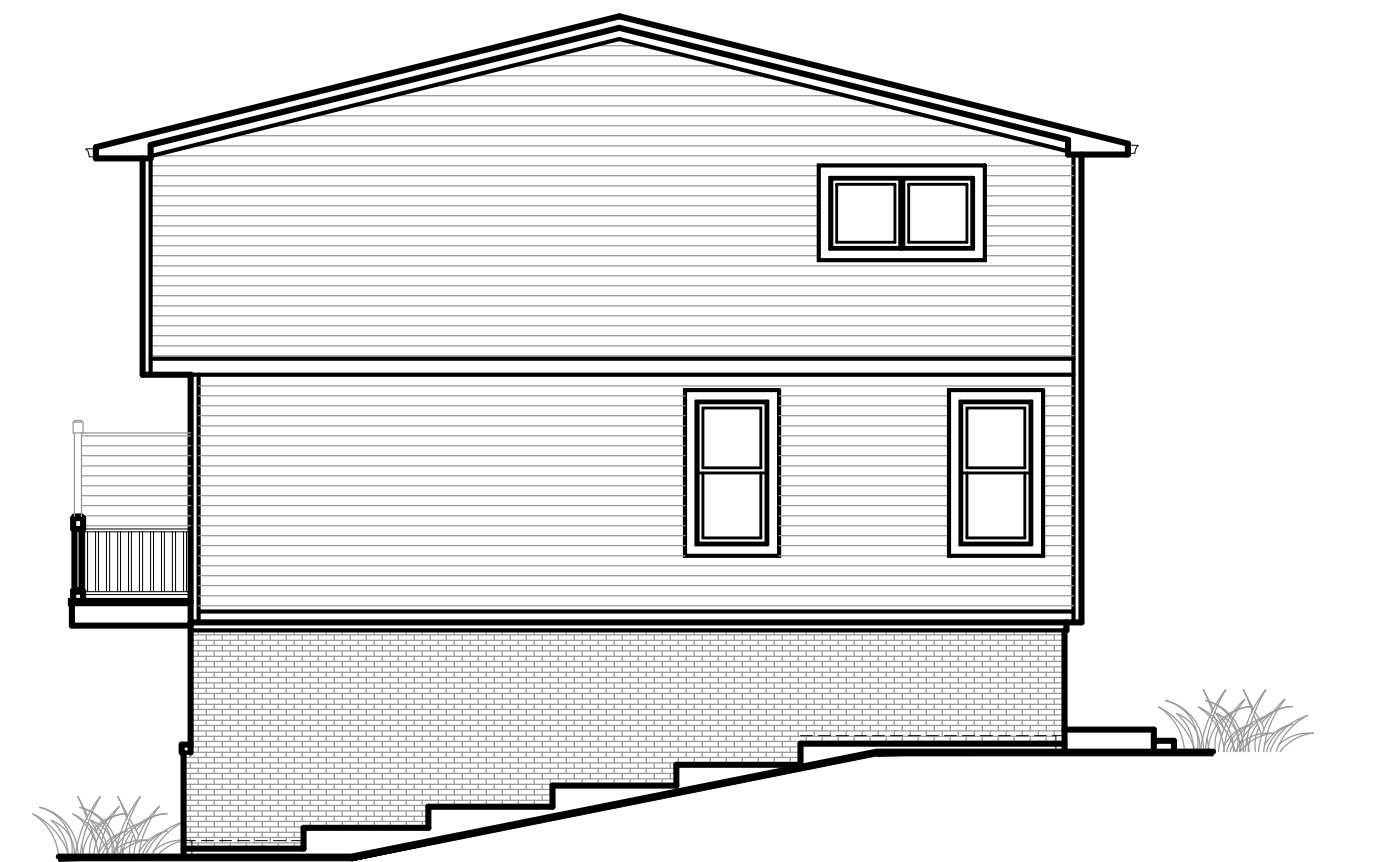
**3 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park



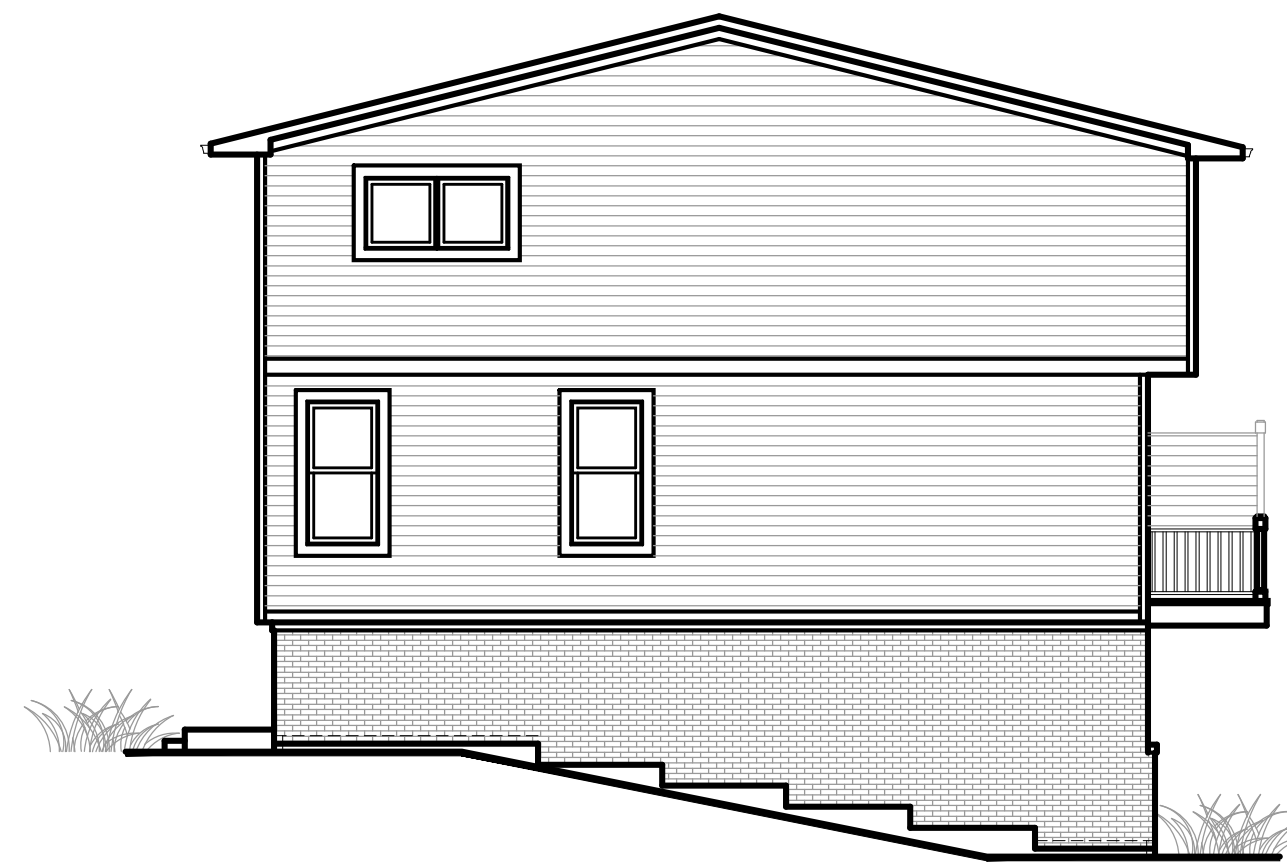
June 27, 2025

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Typical 3 Unit Assembly



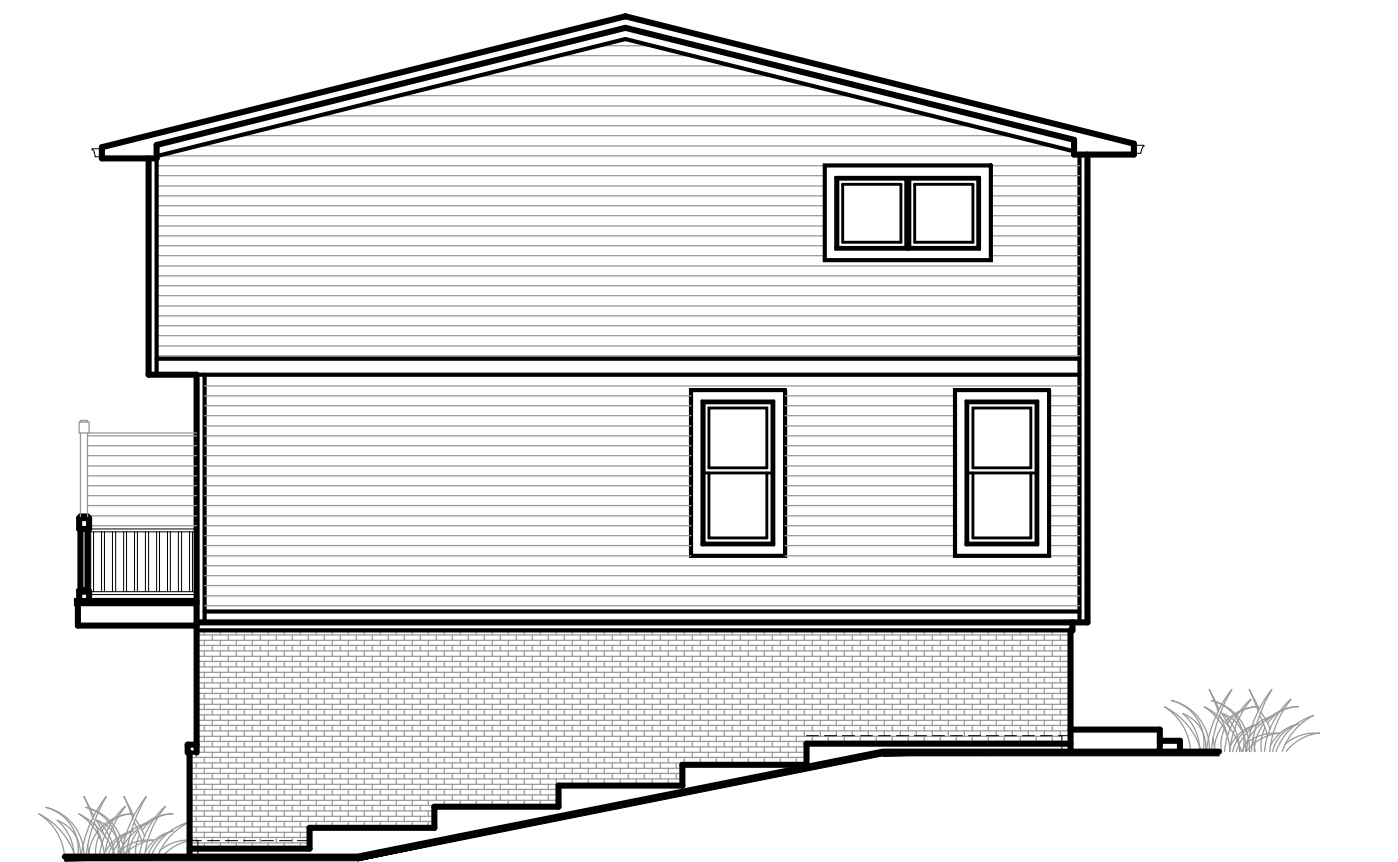
**4 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park

June 27, 2025



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Typical 4 Unit Assembly



**5 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

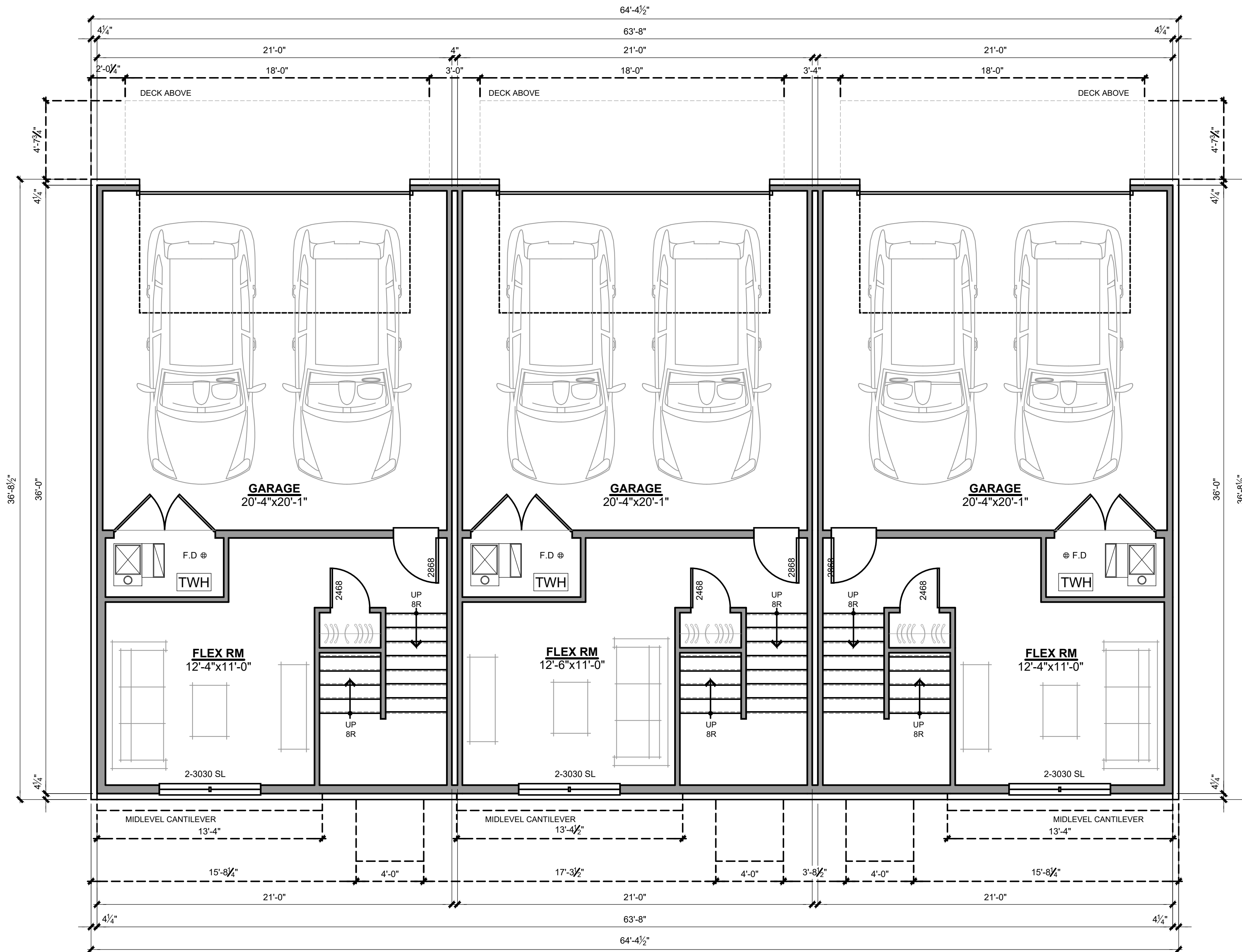
Wesley Park

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Typical 5 Unit Assembly



**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

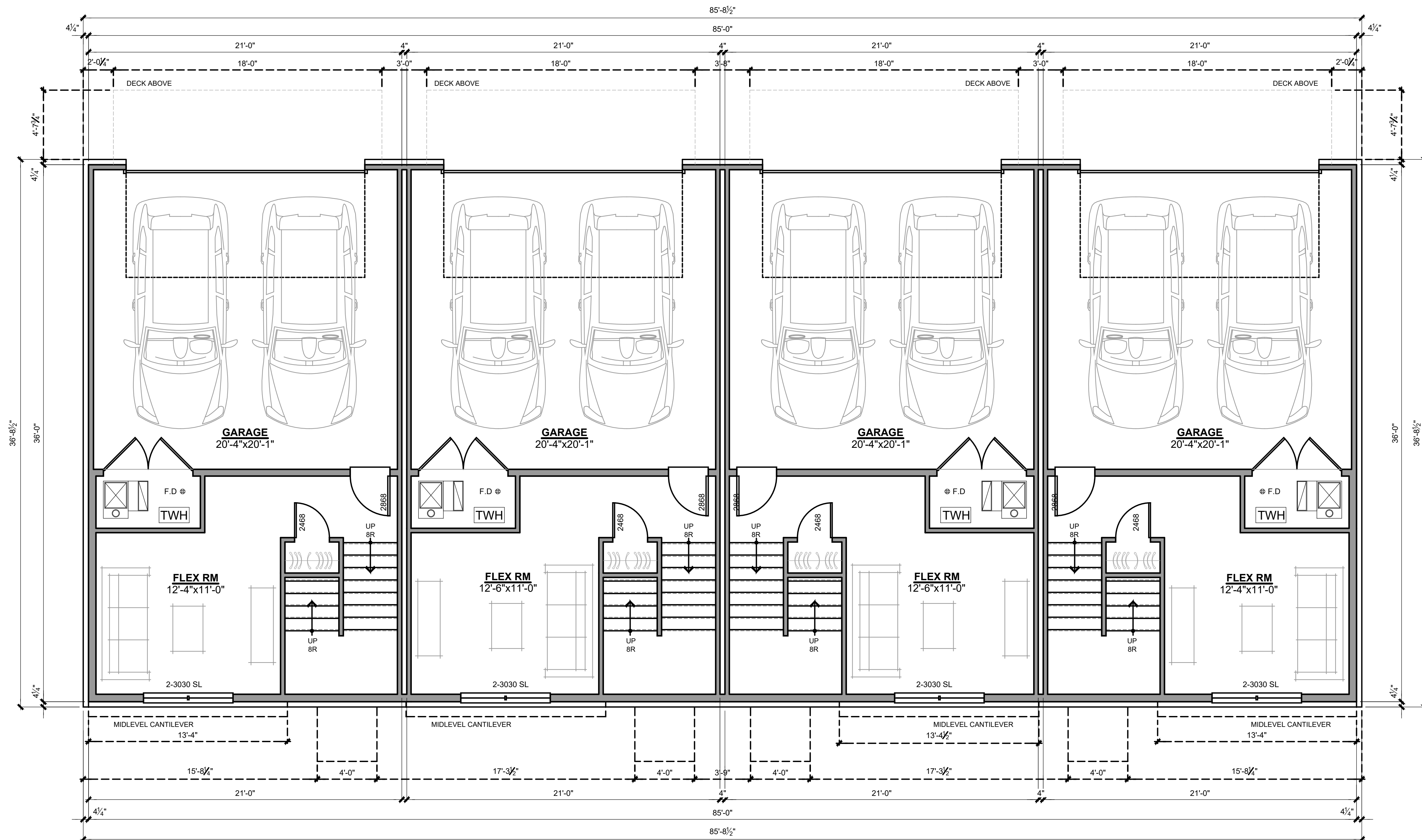
Wesley Park



3 Unit Assembly

June 27, 2025

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**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

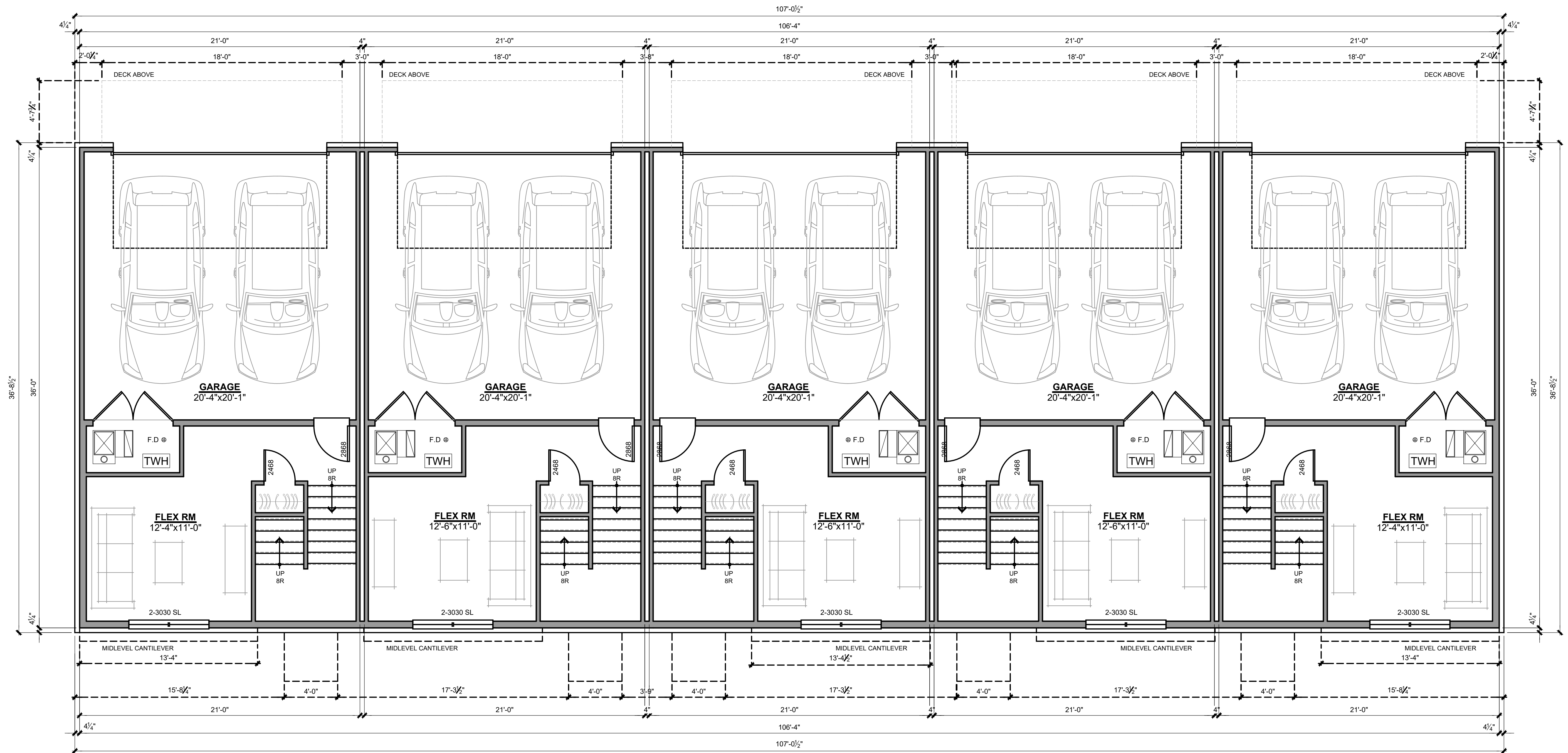
Wesley Park

June 27, 2025



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4 Unit Assembly



**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

Square Footages: - Unit A	
Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B	
Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

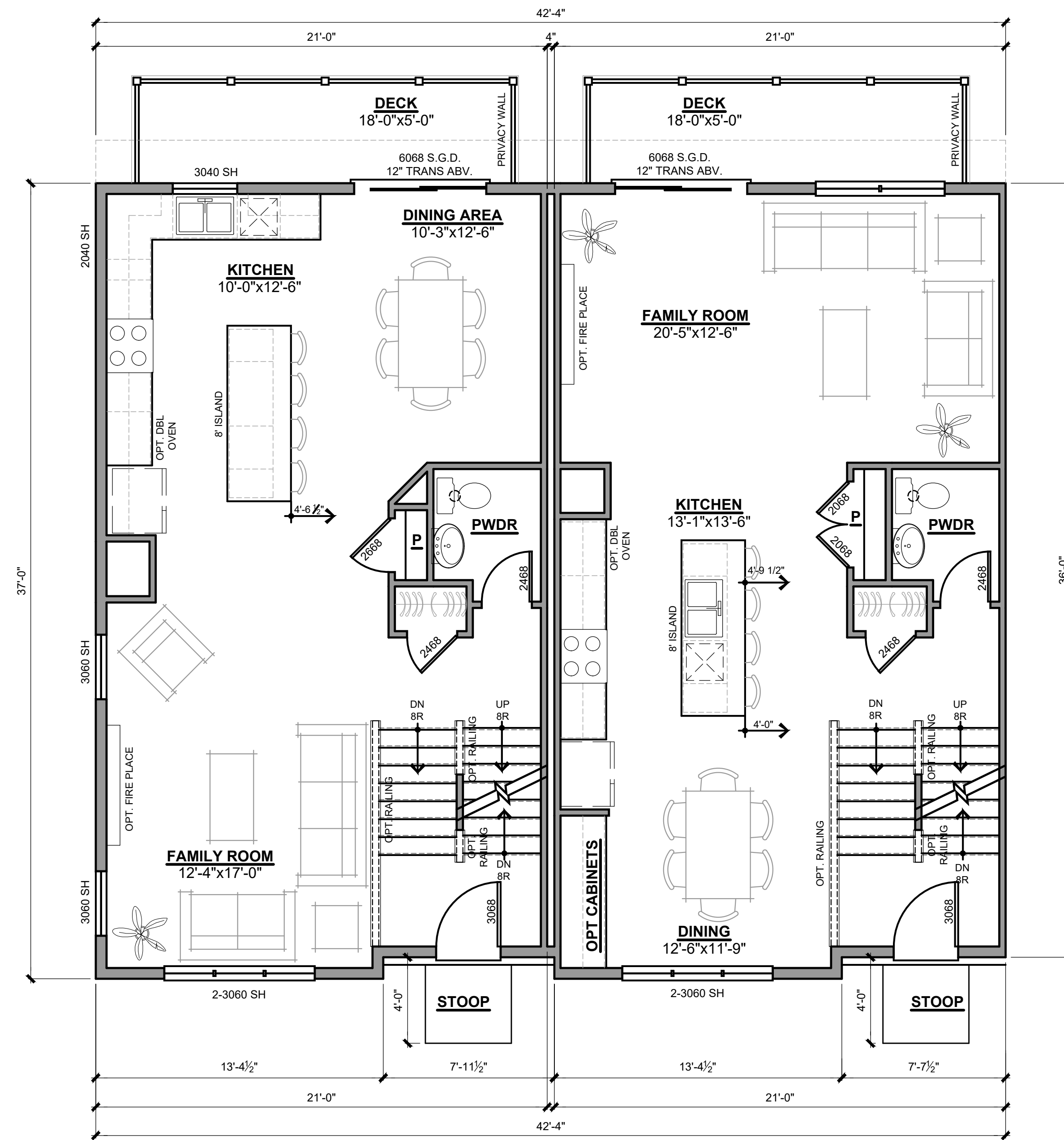
Wesley Park

June 27, 2025



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5 Unit Assembly



UNIT A
MID LEVEL
 SCALE: 1/4" = 1'-0"
 770 SQ.FT

UNIT B
MID LEVEL
 SCALE: 1/4" = 1'-0"
 770 SQ.FT

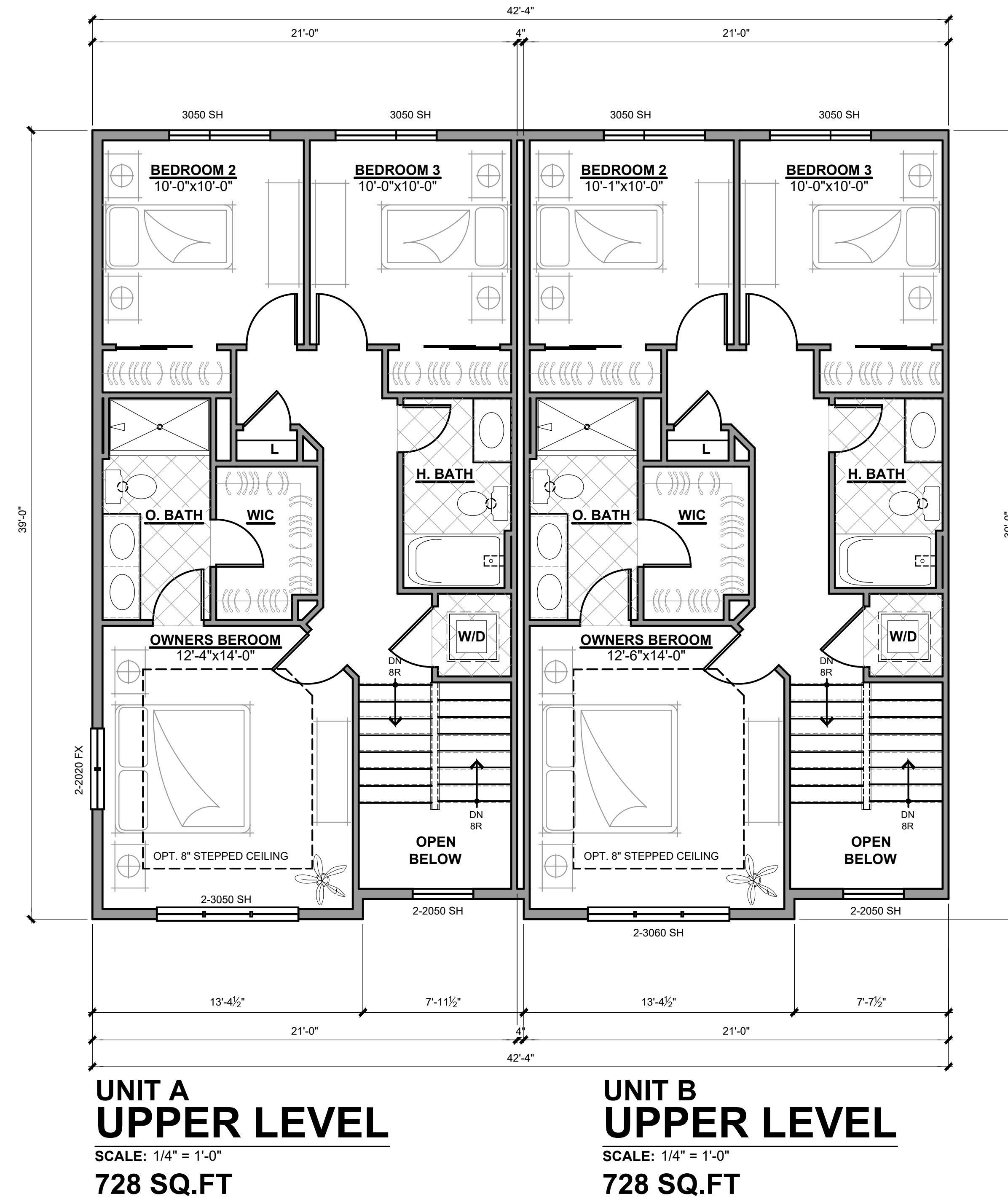
Mid Level Floor Plans

Wesley Park

June 27, 2025



© M/I Homes of Michigan



Upper Level Floor Plans

Wesley Park

June 27, 2025



© M/I Homes of Michigan



4 UNIT ASSEMBLY
FRONT ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
4	5" CEMENTITIOUS TRIM BD
5	8" CEMENTITIOUS TRIM BD
6	ARCHITECTURAL DIMENSION SHINGLES
7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE:	
4/4 @ VINYL SIDING	
5/4 @ HARDI SIDING	
DIVISION NOTE:	
IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



TYPICAL EXTERIOR TRIM FINISH	
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8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE: 4/4 @ VINYL SIDING 5/4 @ HARDI SIDING	
DIVISION NOTE: IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
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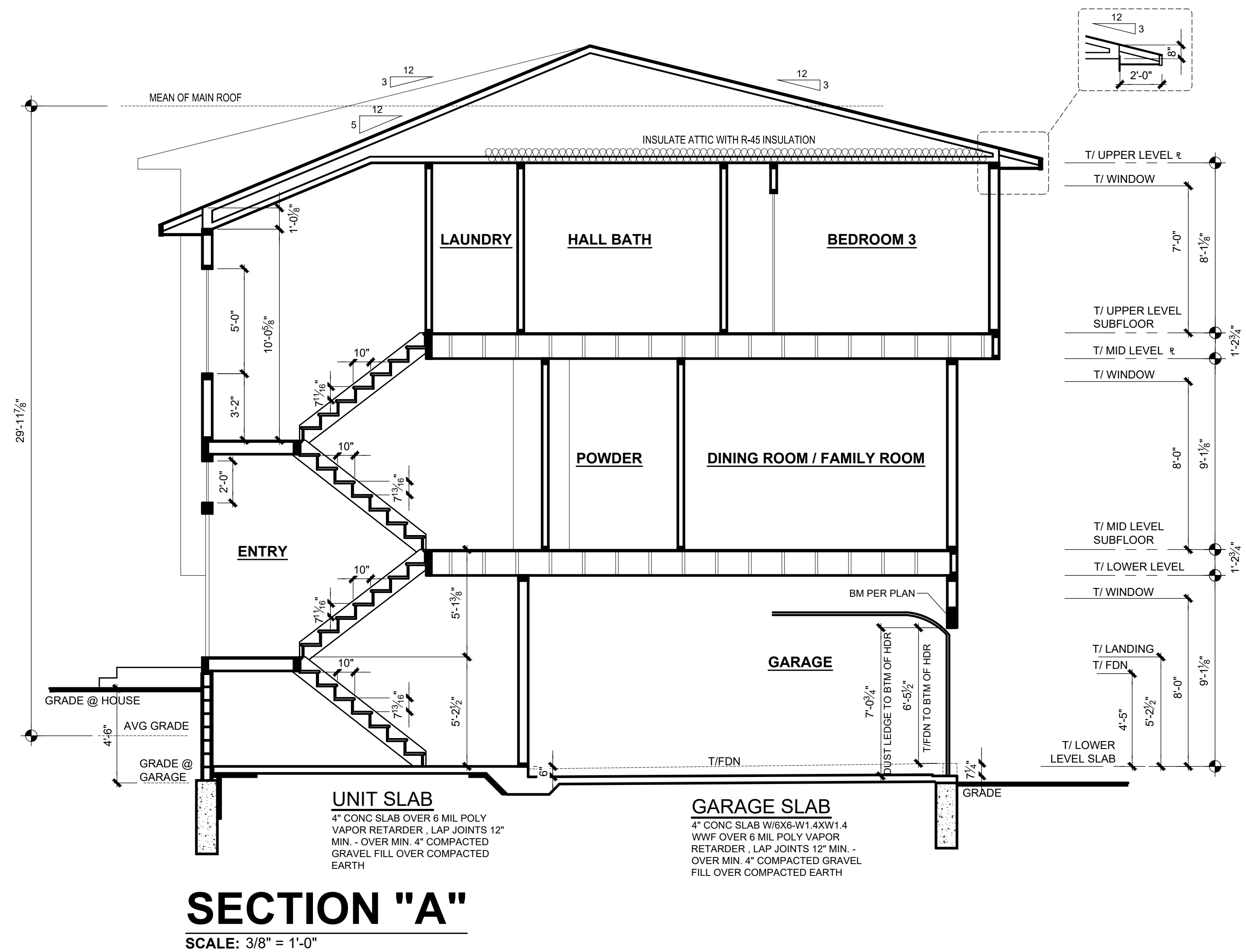
Preliminary Section

Wesley Park

June 27, 2025



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REVISED AND RESTATED CONDITIONAL REZONING AGREEMENT

THIS REVISED AND RESTATED CONDITIONAL REZONING AGREEMENT ("Agreement") is hereby entered by and between MNK Troy 1 LLC, 1052 Oaktree Lane, Bloomfield Hills, Michigan, 48304, ("Developer"), and the CITY OF TROY, MICHIGAN, a Michigan Municipal Corporation ("City"), on 500 W Big Beaver, Troy Michigan, 48084.

RECITALS

A. The Developer is currently the fee owner of real property located at 4516 and 4396 Rochester Road, Troy, Michigan, more specifically described on Exhibit A attached hereto ("Property").

B. Developer has entered into an agreement to sell the Property to M/I Homes of Michigan, LLC. Sale of the property is contingent upon approval of this Agreement.

C. The Developer or its successor in title intends to improve and develop the Property as an attached single family townhome community, and to facilitate this development, the Developer desires to have the Property re-zoned from RT, R1-C and EP to RT under the Troy Zoning Ordinance.

D. The Developer and City previously entered into a Conditional Rezoning Agreement dated June 14, 2021 which was recorded with the Oakland County Register of Deeds on February 2, 2022 at LIBER 57394 and PAGE 26-43. The previously approved Conditional Rezoning for the Property is expired.

E. The Developer and City approved a First Amended Conditional Rezoning Agreement in February of 2024, but this First Amended Conditional Rezoning Agreement was never recorded. The previously approved First Amended Conditional Rezoning for the Property is expired.

F. The Developer has voluntarily offered to enter into this Agreement consistent with the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended.

E. This Agreement is made with the City pursuant to authority granted to the City under MCLA §125.3405, as amended.

F. The City, by action of its City Council at its meeting of _____, has accepted the offer of the Developer to enter into this Revised and Restated Conditional Rezoning Agreement. (Exhibit B, Resolution).

NOW, THEREFORE, Developer and the City agree to strike and replace in its entirety the expired but previously approved Conditional Rezoning Agreement and the expired but previously approved First Amended Conditional Rezoning Agreement with this Agreement as follows:

ARTICLE 1

DEFINITIONS AND COVENANTS

1.1 “Commencement Date” means the date of _____, 2025, which is ten (10) days after the acceptance of the conditional rezoning offer by the City.

1.2 “Conditional Rezoning Agreement” has the meaning set forth in Chapter 39, Section 16.04 of the Troy Zoning Ordinance, as amended, and this Agreement, including the offered conditions, see Article 3.

1.3 “Improvements” means on-site improvements such as site grading, paving, in-ground utility changes, and buildings.

1.4 “Troy Zoning Ordinance” means Chapter 39 of the Code of Ordinances of the City of Troy.

1.5 “Zoning Enabling Act” means State of Michigan’s Act 110 of the Public Acts of 2006, as amended (MCLA §125.3101, et. seq., as amended).

ARTICLE 2

DESCRIPTION OF DEVELOPMENT

2.1 **Development Description.** The development (“Development”) involves the construction of an attached single family townhome community consisting of no more than 32 units in eight buildings on the Property as shown in the approved site plan attached as Exhibit C attached hereto (“Site Plan”), which is incorporated by reference. The approved landscaping plan for the Development is attached as Exhibit D hereto and the approved building elevations for the Development are attached as Exhibit E hereto, both of which are incorporated by reference.

2.2 **Development Parcel.** The Property is described on Exhibit A attached hereto and also constitutes the entire property covered by this Agreement.

2.3 **Current Ownership of Property.** The Property is currently owned by Developer, but is subject to a purchase agreement that is contingent upon the approval of the Agreement.

ARTICLE 3

CONDITIONS FOR REZONING

3.1 Voluntary Conditions. Under §405 of the Michigan Zoning Enabling Act, Developer voluntarily offers and agrees to be bound by the following uses and restrictions as a condition to rezoning approval:

- a. Developer or its successor in title to the Property intends to develop and improve the Property in accordance with the Site Plan, which is incorporated by reference as Exhibit C.
- b. The Development shall meet all requirements for the RT Zoning District under Section 4.07 of the Troy Zoning Ordinance.
- c. Developer shall prepare an Open Space Preservation Easement, maintaining the existing natural features and prohibiting construction and other activities. Prior to final site plan approval, Developer shall secure approval of an Open Space Preservation Easement that is acceptable to the Troy City Council. The Open Space Preservation Easement shall cover the eastern portion of the Zoning Parcels and will be equal to the area currently zoned EP (0.93 acres), as depicted on the Site Plan. This area will provide approximately a 24% open space buffer from adjacent neighboring parcels to the east of the Zoning Parcels.
- d. The required detention basin shall be designed and constructed in accordance with the City's engineering standards so that it stores water for a limited time after a storm event but otherwise remains dry.
- e. Developer shall use building materials that are durable low maintenance or maintenance free materials. Examples include but are not limited to brick, asphalt shingles, and plank siding. Developer shall offer a variety of color palates during the site plan review process.
- f. Each unit shall include a 2-car attached garage.
- g. A minimum of 9-guest parking spaces shall be provided as part of the Development.
- h. In addition to the Open Space Preservation Easement and any additional required open space buffer between this project and the abutting properties zoned R-1C, Developer shall provide 250 feet of additional screening along the southern property line, as set forth on Exhibits C and D.

- i. Following completion of the Improvements, Developer shall not rely upon the use of any exterior refuse containers. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days.
- j. The Development shall include a maximum of 8 buildings and 32 individual units.
- k. For the purpose of eliminating potential headlight glare affecting the homes on the north side of the property, specifically those homes located at 1016, 1030, and 1044 Shallowdale, Developer shall place one of its allowed buildings at the terminus of the northernmost driveway to shield the homes from headlight glare as depicted on Exhibit C. This building shall meet the following requirements:
 - 1. The building setback shall be a minimum of 35 feet from the north boundary line of the parcel;
 - 2. The front entrance of all building units shall face North; and
 - 3. The garage entrance of all building units shall face south.
- l. To enhance screening of the Open Space Preservation Easement, at least 2 rows of coniferous screening trees shall be provided on the east side of the detention pond and 2-rows of coniferous screening trees shall be provided on the north side of the detention pond.

3.2 **Representation.** Developer represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions set forth in this Agreement.

3.3 **Expiration.** This Agreement shall be subject to the expiration of the provisions of Section 16.04.E. of the Troy Zoning Ordinance and Section 6.2 of this Agreement.

ARTICLE 4 **REZONING**

4.1 **Resolution and Zoning Map Amendment.** If City Council approves this Agreement, City Council shall also pass a Resolution expressly rezoning the Property from RT, R1-C, and EP zoning to RT zoning. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Community Development Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map

shall not become effective until the Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE 5

DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5.1 **Right to Develop.** Developer or its successor in title to the Property shall have the right to develop the Property in accordance with this Agreement. If development and/or actions are undertaken on or with respect to the Property in violation of this Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases, 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 this 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.

5.2 **Compliance with Agreement.** All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

5.3 **Compliance with City Ordinances.** Developer shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary permits for the development of the Property, including signage.

ARTICLE 6

THE CITY'S RIGHTS AND OBLIGATIONS

6.1 **Police Powers.** The action of the City in entering into this Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in this Agreement and those powers are assured based upon the development and/or undertakings on the Property. The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

6.2 **Expiration.** This Revised and Restated Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set forth in section 7.3 below unless progress has been diligently pursued and substantial completion has occurred consistent with permits issued by the City or the City extends the approval for good cause shown in accordance with City Ordinances. The City shall have the sole discretion to determine if progress has been diligently pursued by Developer or its successor in title. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

6.3 **Enforcement.** The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in this Agreement.

6.4 **Non-Compliance.** If the Property is not being developed in compliance with this Agreement, the City may issue a stop work order as to any or all aspects of the Development, may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of whether the Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Development.

ARTICLE 7

GENERAL PROVISIONS

7.1 **The City's Representations and Warranties.** The City represents and warrants to Developer as follows:

- a. **Authority.** The City has the authority to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof. The City's authority shall be evidenced by appropriate resolutions.
- b. **Transfer of Ownership.** The transfer of title of the Property from Developer to an entity in which the principals of Developer have an ownership interest or to M/I Homes of Michigan, LLC, is allowed if such transfer is made prior to substantial completion of the Improvements, and shall not constitute a default under this Agreement.
- c. **Compliance.** This Agreement complies with the requirements of City Ordinances, including the Troy Zoning Ordinance.
- d. **Sole Authority.** The City Council is the sole and appropriate municipal body to enter into this Agreement with Developer.
- e. **Plan Review.** The City will timely review the plans and documents submitted for building permits, public utilities under its control and signage, and any amendments thereto submitted by Developer to achieve the purposes of this Agreement.
- f. **Use.** The intended land use for the Property is a permissible use under the Troy Zoning Ordinance and Troy Master Plan.
- g. **Validity of Use.** In the event that the Troy Zoning Ordinance is amended such that the use provided for in this Agreement for the Property is no longer a permitted use of right, the use provided for in this Agreement and continuation of that use shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots, uses and structures currently set forth in Article 14 of the Troy Zoning Ordinance.

- h. **Restraints**. Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.
- i. **Disclosure**. No representation or warranty by the City, or any statement or certificate furnished to Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.
- j. **Litigation**. The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

7.2 **Developer's Representations and Warranties**. Developer represents and warrants to the City as follows:

- a. **Organization**. Developer has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of this Agreement.
- b. **Authorization**. The execution and delivery of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by Developer.
- c. **Restraints**. Neither the execution nor delivery of this Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Developer's organizational documents, or any agreement to which Developer is a party or by which it is bound.
- d. **Disclosure**. No representation or warranty by Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

- e. **Litigation.** Developer has not received notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.
- f. **Financial.** Developer or its successor in title is financially able to develop the Property.
- g. **Compliance with Laws.** Developer shall comply with all Laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

7.3 **Effective Date.** The effective date of this Agreement is ten (10) days after the date the Troy City Council approves this Agreement, or on the date the Agreement is recorded with the Oakland County Register of Deeds, whichever date occurs first.

ARTICLE 8

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by e-mail to a party as follows:

To City: Community Development Director
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
Tel: (248) 524-3364
Email: SavidantB@troymi.gov

With a Copy to: City Attorney
City of Troy
500 W. Big Beaver Road
Troy, Michigan 48084
Tel: (248) 524-3320
Email: bluhmlg@troymi.gov

To Developer: MNK Troy 1, LLC
1052 Oaktree Lane
Bloomfield Hills, Michigan 48304
Telephone: (248) 895-5564
Email: Arti@premiumdevgroup.com

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by electronic means is acknowledged or two days after mailing by registered or certified mail. Any party may by notice given under this Conditional Zoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 9 **MISCELLANEOUS**

9.1 **Non-Liability of City, Officials and Employees.** No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to Developer for any default or breach by the City of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party.

9.2 **Successors/Provisions Running With the Land.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Sections 3.1 and 5.1 of this Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 **Recording.** This Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Developer within ten (10) days after approval by the Troy City Council. Developer shall provide the Troy City Clerk with a certified copy of the Agreement as recorded, showing the date of recording, liber and page numbers.

9.4 **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject of this Agreement and it may not be amended or its terms varied except in writing and signed by the required parties.

9.5 **Conflicts.** In the event of conflict between the provisions of this Agreement and the provision of the Troy Zoning Ordinance, the provisions of this Agreement shall prevail in the following order: (i) this Agreement, (ii) the final site plan, (iii) Chapter 39, Section 16.04 of the Troy Zoning Ordinance.

9.6 **Default Remedies of Developer.** The City shall not be in default in any term or condition of this Agreement unless and until Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the receipt of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period. In the event of a default, Developer's sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Agreement.

9.7 **Default Remedies of City.** Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided Developer with written notice that Developer has failed to comply with an obligation under this

Agreement, and Developer has failed to cure such failure within thirty (30) days of the receipt of written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period. In the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of Developer pursuant to this Agreement.

9.8 **Third-Party Beneficiaries.** No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

9.9 **Severability.** The invalidity or any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

9.10 **Waiver of Breach.** A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

9.11 **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Agreement. Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those within Oakland County, Michigan.

9.12 **Reasonableness.** After consulting with their respective attorneys, Developer and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Developer and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and shall not be permitted in the future to claim that the effect of the Agreement results in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement are roughly proportional to the burden being created by the development,

and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

9.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. MNK Troy1, LLC

Witness

By: _____
Arti Mangla
Its: Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, by Arti Mangla as Managing Member of MNK Troy1, LLC.

_____, Notary Public
_____ County,
Acting in Oakland County
My Commission Expires: _____

Signatures continued on next Page

CITY OF TROY, MICHIGAN,
a Michigan municipality

Witness

By: _____
Ethan Baker
Its: Mayor

Witness

By: _____
M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Revised and Restated Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2025, by M. Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

Prepared by and when recorded return to:

MNK Troy 1, LLC
c/o Arti Mangla
1052 Oaktree Lane
Bloomfield Hills, Michigan 48304

Exhibit A

Description of the Property

Parcel 1:

The West 500 feet of Lot 37, also the West 500 feet of that part of Lot 38, described as beginning at the Northwest corner of Lot 38, thence South 89 degrees 53 minutes 15 seconds East 1,058.79 feet to the Northwest corner of Lot 38; thence South 00 degrees 36 minutes 30 seconds East 128.35 feet; thence North 82 degrees 59 minutes 15 seconds West 1,068.14 feet to the point of beginning, SQUARE ACRES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Liber 44, Page 48 of Plats, Oakland County Records, located in Town 2 North, Range 11 East, Section 14, City of Troy, Oakland County, Michigan, except the West 15 feet of the above description parcel taken for Rochester Road.

Tax Parcel No.: 88-20-14-301-031

Commonly known as 4396 Rochester Road

Parcel 2:

Part of the Northwest 1/4 of Section 14, Town 2 North, Range 11 East, beginning at West 1/4 corner, thence North 00 degrees 36 minutes 30 seconds West 219.59 feet, thence South 89 degrees 47 minutes 15 seconds East 325.00 feet, thence South 00 degrees 16 minutes 30 seconds East 219.59 feet, thence North 89 degrees 47 minutes 15 seconds West 325 feet to the point of beginning.

Tax Parcel No.: 88-20-14-152-001

Commonly known as 4516 Rochester Road

Exhibit B

City Council Resolution
(to be inserted)

Exhibit C

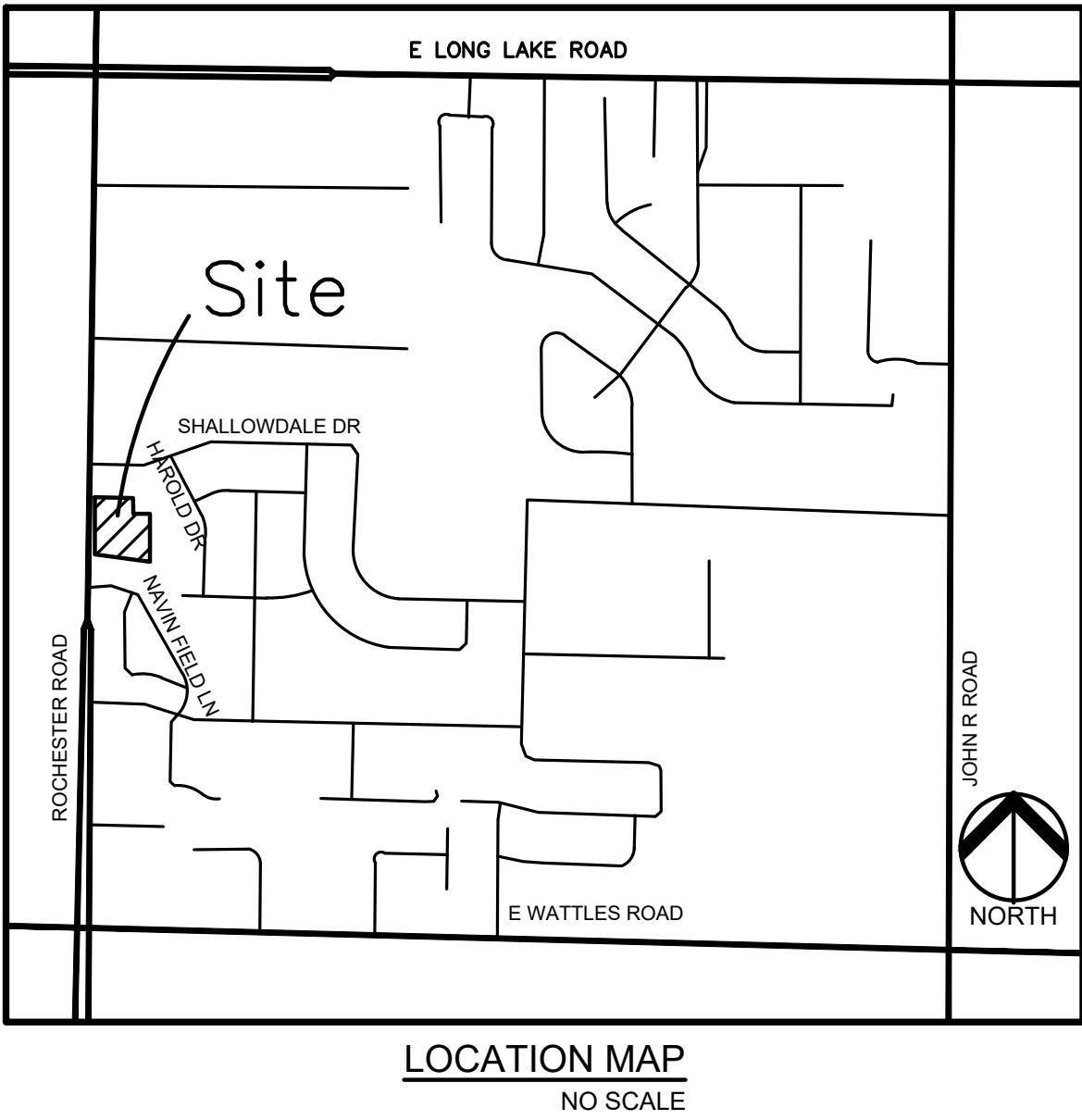
Site Plan

PRELIMINARY SITE PLANS

WESLEY PARK

4516-4396 ROCHESTER ROAD
TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



LOCATION MAP
NO SCALE

INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-3.0	PRELIMINARY DIMENSION PLAN
P-4.1	PRELIMINARY GRADING PLAN - SOUTH
P-4.2	PRELIMINARY GRADING PLAN - NORTH
P-6.0	PRELIMINARY UTILITY PLAN
P-7.0	TRUCK TURNING PLAN
L-1.0	LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
TP-1.0	PRELIMINARY TREE PRESERVATION PLAN
	ARCHITECTURAL PLANS
	TYPICAL 3 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 4 UNIT ASSEMBLY - ELEVATIONS
	TYPICAL 5 UNIT ASSEMBLY - ELEVATIONS
	3 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	5 UNIT ASSEMBLY - LOWER LEVEL FLOOR PLANS
	MID LEVEL FLOOR PLANS
	UPPER LEVEL FLOOR PLANS
	4 UNIT ASSEMBLY - FRONT ELEVATION
	4 UNIT ASSEMBLY - REAR ELEVATION
	PRELIMINARY LEFT AND RIGHT SIDE ELEVATION
	SECTION "A"

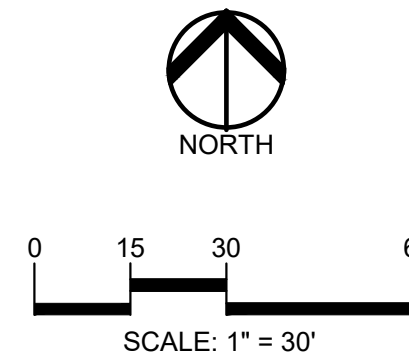
DESIGN TEAM

OWNER	APPLICANT/DEVELOPER	CIVIL ENGINEER
MNK TROY 1, LLC 1052 OAKTREE LANE BLOOMFIELD HILLS, MI 48304 CONTACT: MUKESH MANGLA PHONE: 248.895.5564 EMAIL: MUKESHMANGLA@GMAIL.COM	M/I HOMES OF MICHIGAN, LLC. 40950 WOODWARD AVE, STE. 203 BLOOMFIELD HILLS, MI 48304 CONTACT: BRAD BOTHAM PHONE: 248.221.5013 EMAIL: BBOTHAM@MIHOMES.COM	PEA GROUP 1849 POND RUN AUBURN HILLS, MI 48326 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT	LANDSCAPE ARCHITECT	
M/I HOMES OF CHICAGO, LLC 2135 CITY GATE LANE NAPERVILLE, IL 60563 CONTACT: SEAN RAFFERTY PHONE: 630.699.7186 EMAIL: SRAFFERTY@MIHOMES.COM	PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: LYNN WHIPPLE, PLA PHONE: 844.813.2949 EMAIL: LWHIPPLE@PEAGROUP.COM	

PEA
GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	7/8/2025





CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY AS KNOWN TO THE SURVEYOR. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO. 2018-300

DRAWING NUMBER:
P-1.0

BENCHMARKS
(DATUM= NAVD88)

THE ELEVATIONS SHOWN ON TOPO ARE 0.09' HIGHER THAN CITY DATUM.

BM#1
T/HYD ON LOT 37 SQUARE ACRES SUB. ELEVATION=670.72

BM#2
SAN SEWER MANHOLE RIM ON PARCEL 20-14-152-001 ELEVATION=670.72

CITY BENCHMARKS
(DATUM= NAVD88)

BM#1789
ARROW T/HYD #14-02 E-SIDE ROCHESTER, 50' S. SHALLOWDALE ELEVATION=673.02

BM#1935
ARROW T/HYD #14-3 E-SIDE ROCHESTER at #4396 ELEVATION=670.53

LEGEND:	
—OH—ELEC—W—O—	EX. OH. ELEC. POLE & GUY WIRE
—UG—CATV—	EX. U.G. CABLE TV & PEDESTAL
—UG—COMM—	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
—UG—ELEC—	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
---	EX. GAS LINE
⊗	EX. GAS VALVE & GAS LINE MARKER
⊠	EX. TRANSFORMER & IRRIGATION VALVE
---	EX. WATER MAIN
⊕	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
⊖	EX. WATER VALVE BOX & SHUTOFF
⊙	EX. SANITARY SEWER
⊙	EX. SANITARY CLEANOUT & MANHOLE
⊙	EX. COMBINED SEWER MANHOLE
---	EX. STORM SEWER
⊙	EX. CLEANOUT & MANHOLE
⊙	EX. SQUARE, ROUND & BEEHIVE CATCH BASIN
⊙	EX. YARD DRAIN, U.G. ROOF DRAIN & DOWNSPOUT
⊙	EX. UNIDENTIFIED STRUCTURE
⊙	EX. MAILBOX, SIGN, LIGHTPOLE & GUARD POST
---	EX. FENCE
---	EX. GUARD RAIL
⊗	EX. DEC. TREE, CONIFEROUS TREE & SHRUB
⊗	EX. TREE TAG & TREE LINE
⊙	EX. SPOT ELEVATION
---	EX. CONTOUR
---	EX. WETLAND
⊗	IRON FOUND / SET
⊗	NAIL FOUND / NAIL & CAP SET
⊗	BRASS PLUG SET
⊗	MONUMENT FOUND / SET
⊗	SECTION CORNER FOUND
⊗	RECORDED / MEASURED / CALCULATED
⊗	GNSS
⊗	GLOBAL NAVIGATION SATELLITE SYSTEM

TOPOGRAPHIC AND BOUNDARY SURVEY DISCLAIMER:

TOPOGRAPHIC AND BOUNDARY SURVEY, INCLUDING PROPERTY LINES, LEGAL DESCRIPTION, EXISTING UTILITIES, EXISTING ELEVATIONS, EXISTING PHYSICAL FEATURES AND STRUCTURES WAS PROVIDED BY URBAN LAND CONSULTANTS.

PEA GROUP WILL NOT BE HELD RESPONSIBLE FOR THE ACCURACY OF THE SURVEY OR FOR DESIGN ERRORS/OMISSIONS RESULTING FROM SURVEY INACCURACIES.

PROPERTY DESCRIPTION

Record Property Descriptions:

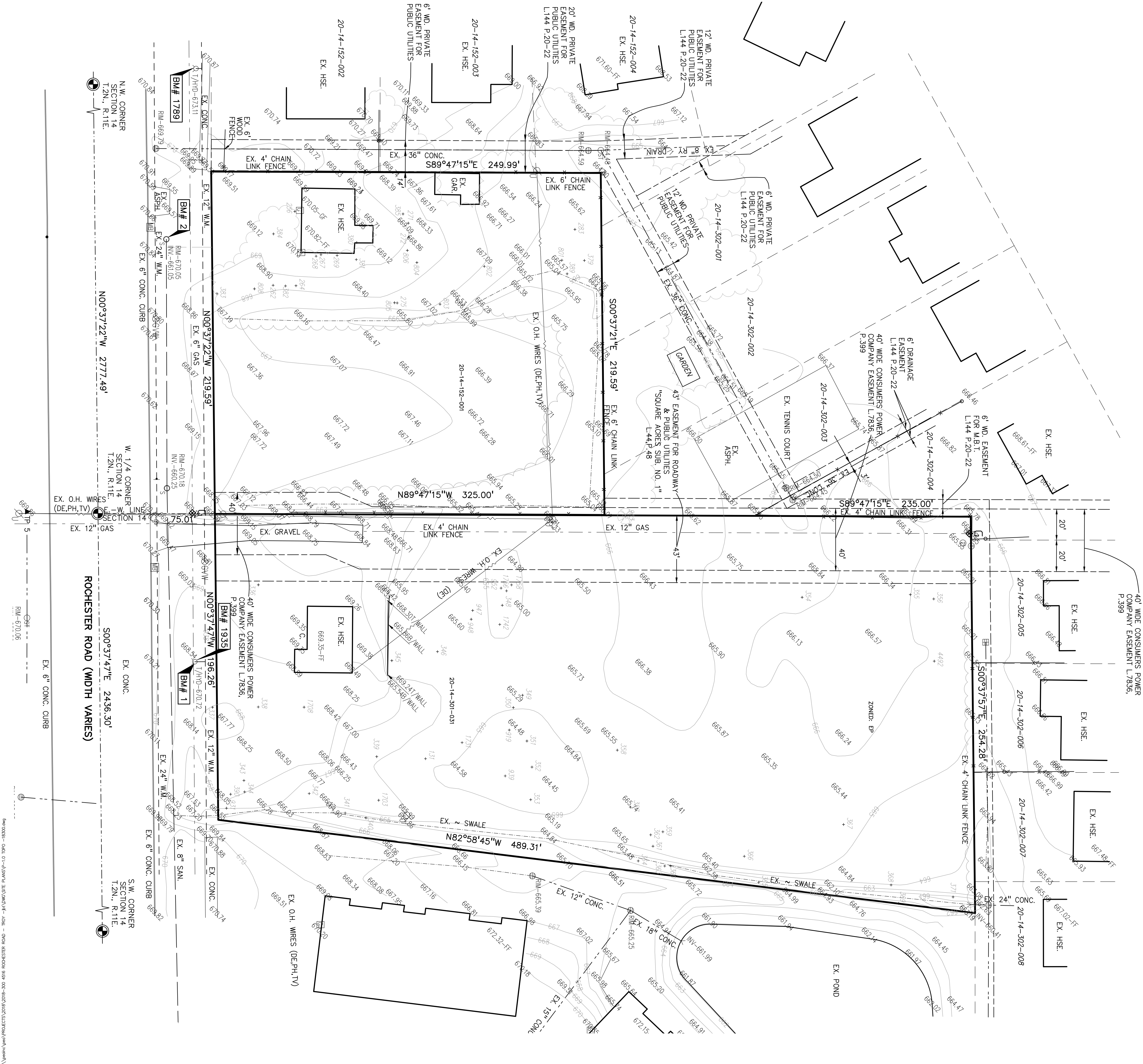
#20-14-301-031
T2N, R11E, SEC 14 SQUARE ACRES SUB N O 1 W 500 FT OF LOT 37 ALSO W 500 FT OF THAT PART OF LOT 38 DESC AS BEG AT NW LOT COR, TH S 89-53-15 E 1058.79 FT, TH S 00-36-30 E 128.35 FT, TH N 82-59-15 W 1068.14 FT TO BEG EXC W 15 FT OF ABOVE DESC PARCEL TAKEN FOR ROCHESTER

#20-14-152-001
T2N, R11E, SEC 14 PART OF NW 1/4 BEG AT W 1/4 COR, TH N 00-36-30 W 219.59 FT, TH S 89-47-15 E 325 FT, TH S 00-16-30 E 219.59 FT, TH N 89-47-15 W 325 FT TO BEG EXC W 75 FT TAKEN FOR RD 1.26 A

As Surveyed Total Property Description:

A parcel of land in the West 1/2 of Section 14, T.2N., R.11E., City of Troy, Michigan together with part of Lots 37 and 38, of "Square Acres Sub. No.1," as recorded in Liber 44, Page 48 of Oakland County Records described as: Commencing at the West 1/4 corner of Section 14; thence S.89°47'15"E., 75.01 feet along the east/west 1/4 line of Section 14 to the Point of Beginning; thence N.00°37'22"W., 219.59 feet along the east line of Rochester Road to a point on the southerly line of "Shallowbrook Sub." as recorded in Liber 144, Page 20 of Oakland County Records; thence along "Shallowbrook Sub." the following three courses; S.89°47'15"E., 249.99 feet; S.00°37'21"E., 219.59 feet; S.89°47'15"E., 235.00 feet along the east/west 1/4 line of Section 14; thence S.00°37'57"E., 254.28 feet; thence N.82°58'45"W., 489.31 feet to a point on the 75.0 foot right-of-way line of Rochester Road; thence along said line N.00°37'47"W., 196.26 feet to a the Point of Beginning and containing 3.768 acres.

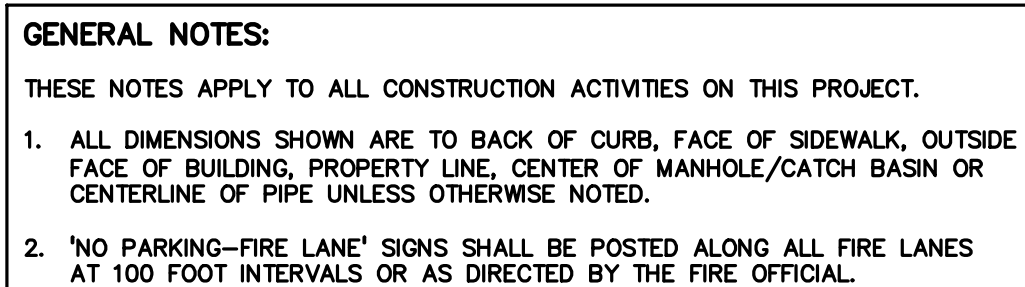
FLOODPLAIN NOTE:
BY GRAPHICAL PLOTTING, SITE IS WITHIN ZONE 'X', AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FLOOD INSURANCE RATE MAP NUMBER 26125C0534F DATED SEPTEMBER 29, 2006.



PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	

P-3.0



SITE DATA TABLE:

SITE AREA: 4.15 ACRES (180,604 SQ.FT.) GROSS
3.77 ACRES (164,135 SQ.FT.) NET

ZONING: CONDITIONAL REZONE TO RT (ONE FAMILY ATTACHED
RESIDENTIAL)

BUILDING INFORMATION:

MAXIMUM ALLOWABLE BUILDING HEIGHT = 30 FEET (2.5 STORIES)
PROPOSED BUILDING HEIGHT = 2.5 STORIES

BUILDING FOOTPRINT AREA = 25,170 SQ.FT.

MAXIMUM BUILDING LOT COVERAGE = 35%
PROPOSED BUILDING LOT COVERAGE = 15%

PARKING CALCULATIONS:

SINGLE FAMILY = 2 SPACES PER DWELLING UNIT
9 GUEST SPACES

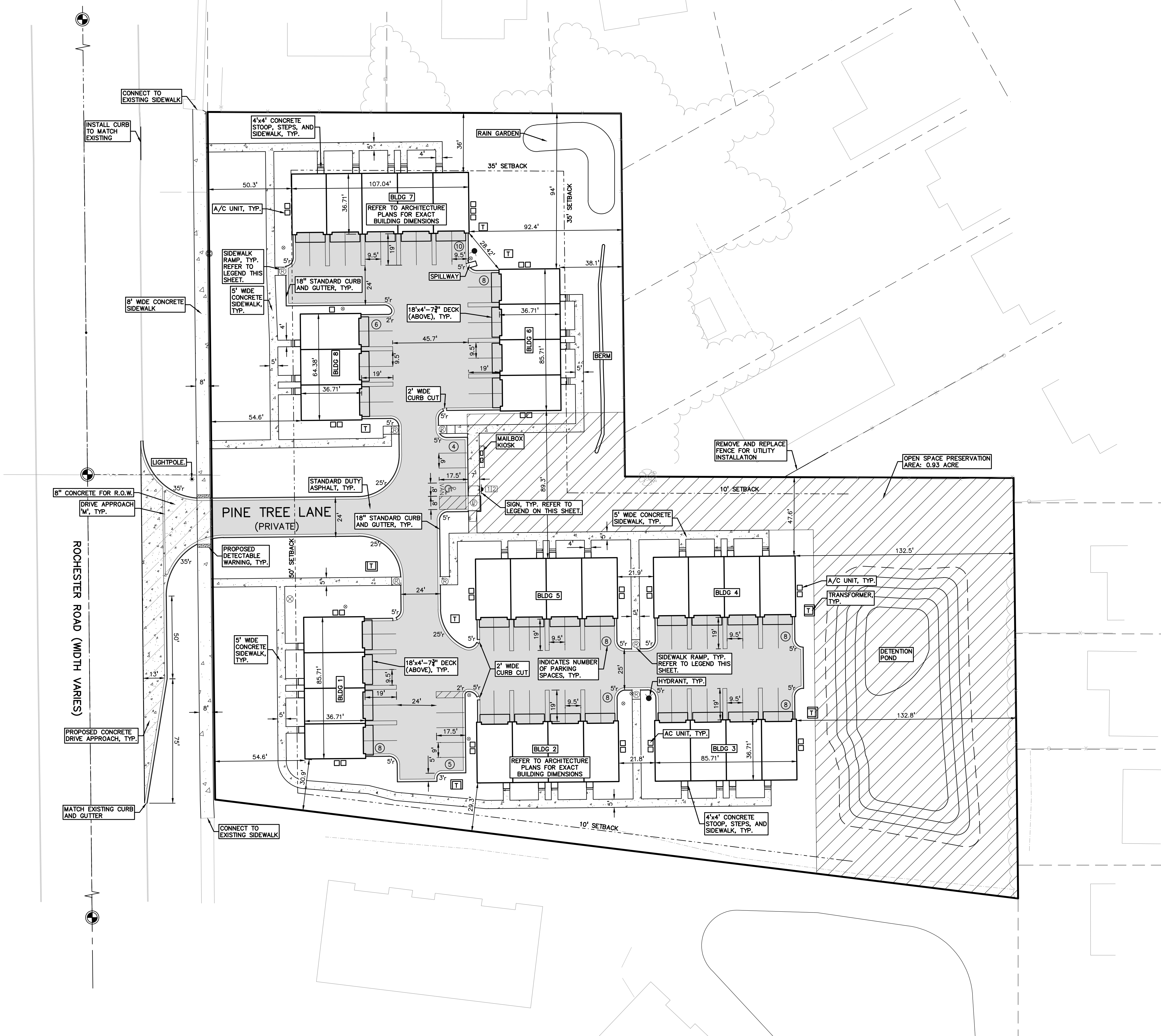
TOTAL REQUIRED PARKING = 73 SPACES

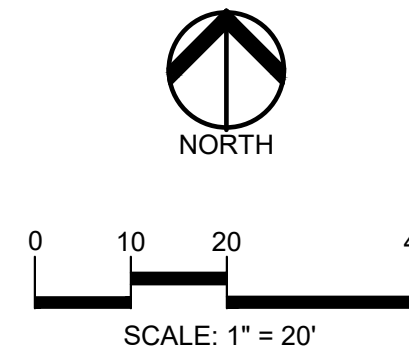
TOTAL PROPOSED PARKING SPACES = 73 SPACES INC. 1 H/C SPACES

OPEN SPACE
24% PRESERVED OPEN SPACE (0.93 AC)

SITE LIGHTING:
LIGHTING WILL BE COACH LIGHTING ON GARAGE DOORS AND FRONT
DOORS

CAUTION!!
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CAUTION!!
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CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
**PRELIMINARY
GRADING PLAN
- NORTH**

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP

DRAWING NUMBER:

P-4.2

CITY BENCHMARKS
(DATUM - NAVD88)

BM #1789
ARROW T/HYD #14-02 E-SIDE
ROCHESTER, 50' S. SHALLOWDALE
ELEVATION=673.02

BM #1935
ARROW T/HYD #14-03 E-SIDE
ROCHESTER at #4396
ELEVATION=670.63

BENCHMARKS
(DATUM - NAVD88)

THE ELEVATIONS SHOWN ON
TOPO ARE 0.09' HIGHER THAN
CITY DATUM.

BM #1
T/HYD ON LOT 37 SQUARE
ACRES SUB. ELEVATION=670.72

BM #2
SAN SEWER MANHOLE RIM ON
PARCEL 20-14-152-001
ELEVATION=670.72

SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED
AREAS, GUTTER GRADE IN CURB LINES.

PROPOSED CONTOUR LINE

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP 'TYPE R' Ⓡ

SIDEWALK RAMP 'TYPE P' Ⓟ

GRADING LEGEND:

EXISTING SPOT ELEVATION

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT
IN PAVED AREAS, GUTTER GRADE
IN CURB LINES.

EXISTING CONTOUR

PROPOSED CONTOUR

PROPOSED REVERSE GUTTER PAN

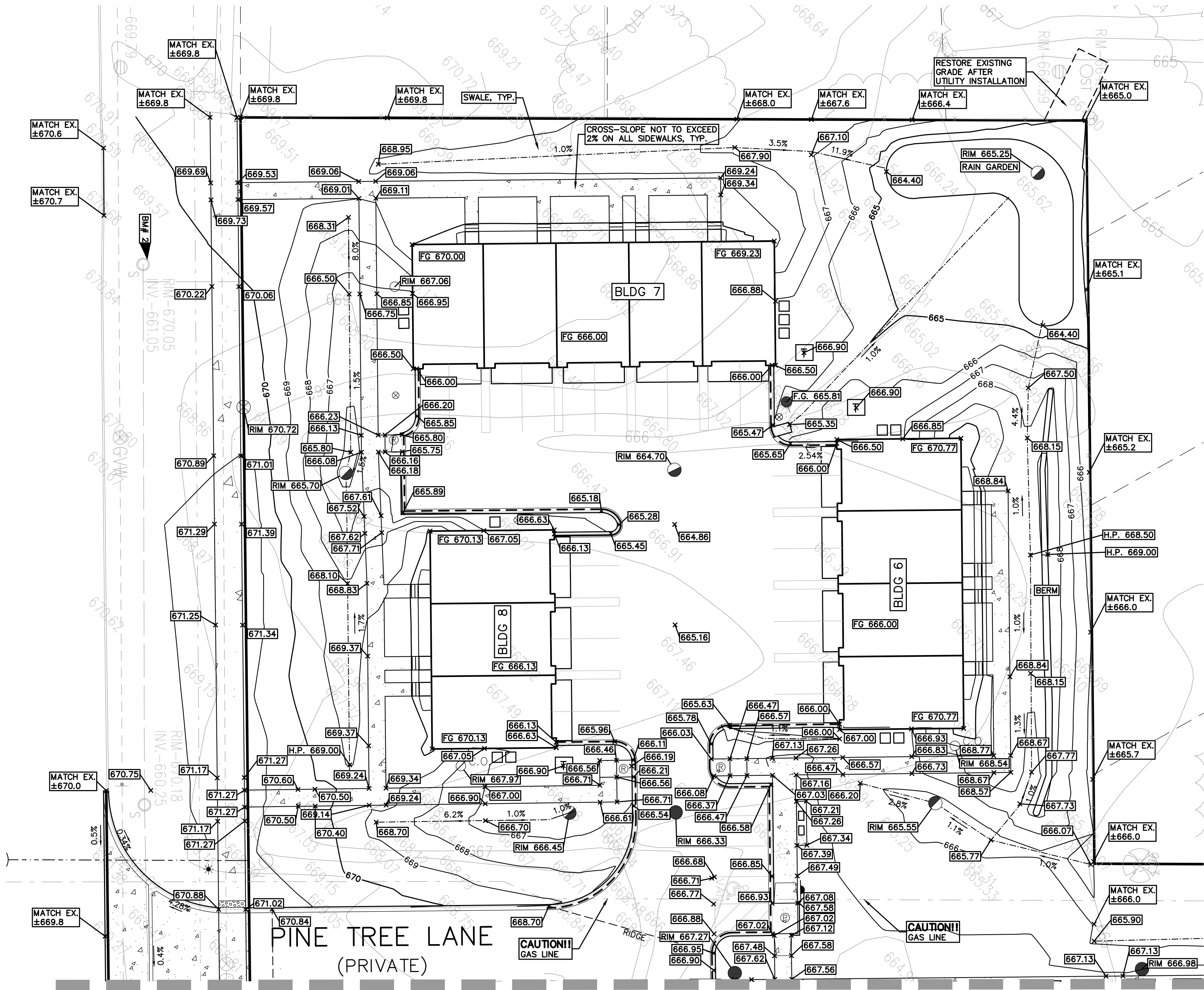
PROPOSED RIDGE LINE

PROPOSED SWALE/DITCH

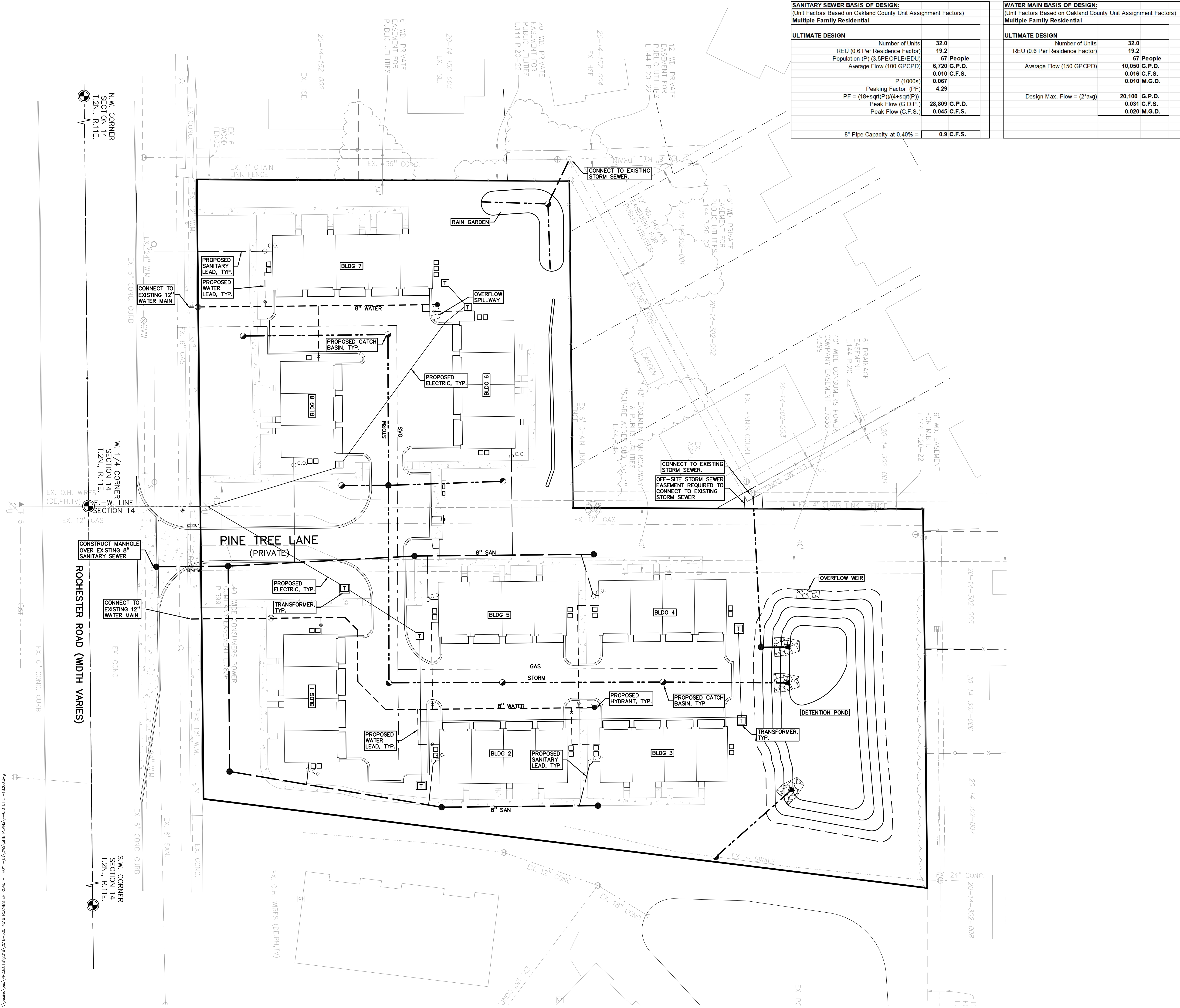
ABBREVIATIONS

T/C = TOP OF CURB
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL

F = FLUSH WALK
G = GUTTER GRADE
FF = FINISH FLOOR
FG = FINISH GRADE
RIM = RIM ELEVATION



SEE SHEET P-4.1



SANITARY SEWER BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
Population (P) (3.5PEOPLE/EDU)	67 People		
Average Flow (100 GPCPD)	6,720 G.P.D.		
	0.010 C.F.S.		
	0.067		
	4.29		
P (1000s)			
Peaking Factor (PF)			
PF = (18+sqrt(P))/4+sqrt(P)			
Peak Flow (G.D.P.)	28,809 G.P.D.		
Peak Flow (C.F.S.)	0.045 C.F.S.		
8" Pipe Capacity at 0.40% = 0.9 C.F.S.			

WATER MAIN BASIS OF DESIGN: (Unit Factors Based on Oakland County Unit Assignment Factors) Multiple Family Residential			
ULTIMATE DESIGN			
Number of Units	32.0		
REU (0.6 Per Residence Factor)	19.2		
	67 People		
Average Flow (150 GPCPD)	10,050 G.P.D.		
	0.016 C.F.S.		
	0.010 M.G.D.		
Design Max. Flow = (2*avg)	20,100 G.P.D.		
	0.031 C.F.S.		
	0.020 M.G.D.		

UTILITY LEGEND:	
~OH-ELEC~W~C~<	EX. OH. ELEC. POLE & GUY WIRE
~UG-CATV~	EX. U.G. CABLE TV & PEDESTAL
~UG-COMM~	EX. U.G. COMMUNICATION LINE, PEDESTAL & MANHOLE
~UG-ELEC~	EX. U.G. ELEC. MANHOLE, METER & HANDHOLE
---	EX. GAS LINE
⊗	EX. GAS VALVE & GAS LINE MARKER
⊗	EX. TRANSFORMER & IRRIGATION VALVE
---	EX. WATER MAIN
⊗	EX. HYDRANT, GATE VALVE & POST INDICATOR VALVE
⊗	EX. WATER VALVE BOX & SHUTOFF
⊗	EX. SANITARY SEWER
⊗	EX. SANITARY CLEANOUT & MANHOLE
⊗	EX. COMBINED SEWER MANHOLE
---	EX. STORM SEWER
⊗	EX. CLEANOUT & MANHOLE
⊗	EX. SQUARE, ROUND, & BEEHIVE CATCH BASIN
⊗	EX. YARD DRAIN & ROOF DRAIN
⊗	EX. UNIDENTIFIED STRUCTURE
---	PROPOSED WATER MAIN
⊗	PROPOSED HYDRANT AND GATE VALVE
⊗	PROPOSED TAPPING SLEEVE, VALVE & WELL
⊗	PROPOSED POST INDICATOR VALVE
---	PROPOSED SANITARY SEWER
⊗	PROPOSED SANITARY CLEANOUT & MANHOLE
---	PROPOSED STORM SEWER
⊗	PROPOSED STORM SEWER CLEANOUT & MANHOLE
⊗	PROPOSED CATCH BASIN, INLET & YARD DRAIN

Site Drainage Data			
Impervious Area:	1.64 acre	C =	0.95
Greenbelt Area:	2.13 acre	C =	0.35
Total Area (A):	3.77 acre		
Weighted Coefficient of Runoff (C):	0.61		
Pretreatment Impervious Area:	1.31 acre	C =	0.95
Pretreatment Greenbelt Area:	0.67 acre	C =	0.35
Area going to Pretreatment:	1.98 acre		
Pretreatment Weighted Coefficient of Runoff (C)	0.75		

Pretreatment	
Mechanical Separator (Sized for 1-year peak flow)	
I = 2 cfs/acre	2.00
Q=C*I*A	2.97 cfs

CPVC: Channel Protection Volume	
Vcpc = (4,719)/CA	10,852 cf

CPRC: Channel Protection Rate Control Volume	
Vcprc = (6897)/CA (Extended Detention)	15,861 cf

100-Year Allowable Outlet Rate (Qallow)	
Since 2-A<100, Q100all= A x (-0.207*ln(A)+1.1055)	
Q100all =	0.83 cfs/ac

100-Year Peak Allowable Discharge (Qo)	
Qo=Qallow(A)	3.13 cfs

Rainfall Intensity	
Time of Concentration (Tc)	10 min
I100=83.3/(Tc+9.17)^0.81	7.62 in/hr

100-Year Peak Inflow (Qi)	
Qi=Ci(Qi)(A)	17.51 cfs

100-Year Runoff Volume (Vr)	
Vr=(18,985)/CA	43,660 cf

Storage Ratio (Vr/Vs)	
Vr/Vs = 0.206-0.15 x ln(Qo/Qi)	0.4642

100-Year Storage Volume (Vs)	
Vs =Vr*Storage Ratio	20,267 cf

100-yr Storage Required:		20,267 - 1,253 =	19,013	cf
100-yr Storage Elevation:		659.88		
CPRC Storage Required:		15,861 - 1,253 =	14,608	cf
CPRC Storage Elevation:		659.43		
Elev. (ft)	Area (sf)	Vol. (cf)	Total Vol.	
656.4	0	0	0	
657.0	1,725	518	518	
658.0	6,163	3,944	4,462	
659.0	8,405	7,284	11,746	
660.0	10,931	9,668	21,414	

Detention Basin Outlet Control Structure	
Orifice Channel Protection Rate Control (CPRC) Orifice	
Average Discharge Rate (Qavg)	
Qavg=CPRC/172,800	0.092 cfs
Detention Outlet Elevation:	656.42
Average Head (Havg)=h/2	1.50 ft
Aed=Qavg/(0.62*SQ. RT(2*g*Havg))	0.0150 sf

CPRC Orifice Diameter (D1)	
D1=12*SQ. RT(4*A/1/3.14)	1.66 in
	Use: 1.50 in
Area (A1)=	0.0123 sf

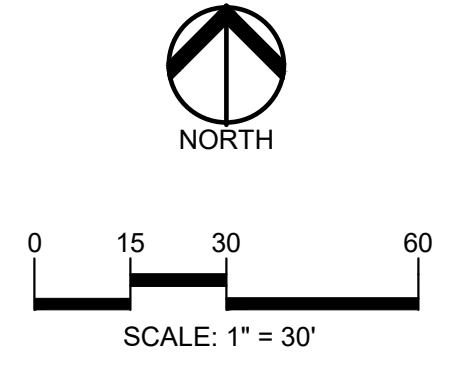
Flood Control Orifice	
100-Year Head: Hres	
Hres=Hmax-Hed	0.46 ft

100-Year Flow thru CPRC Orifice (Qed)	
Qed=A*1*0.62*(2gh/100)^0.5	0.114 cfs

Remaining Flow for 100-Year Orifice (Qres)	
Qres=Qo-Qed	3.019 cfs

100 Year Restricted Overflow Weir (OC 11)	
Flow (Q)	3.02 cfs
Length of Spillway (L):	2.1 ft
Depth of Water over Spillway (H):	0.57 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	

100 Year Emergency Overflow Weir	
Flow (Q): 215/(t+25) x A x C	17.51 cfs
Length of Spillway (L):	14.7 ft
Depth of Water over Spillway (H):	0.50 ft
Uses Cipoletti Weir Equation (Q=3.367 * L * H^3/2)	



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CLIENT
M/I HOMES OF MICHIGAN, LLC
40950 WOODWARD AVE., STE. 203
BLOOMFIELD HILLS, MICHIGAN 48304

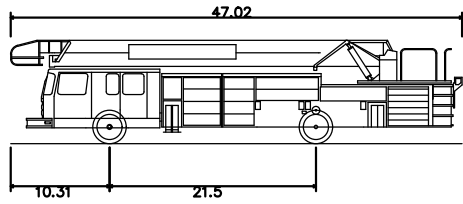
PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS	

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	2018-300
P.M.	JBT
DN.	RMK
DES.	KFP
DRAWING NUMBER:	



TROY FIRE TRUCK
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-Lock Time
Wall-to-Wall Turning Radius

47.02ft
9.92ft
10.76ft
1.98ft
9.82ft
47.58ft

PEA
GROUP

t: 844.813.2949

www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



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PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE

TRUCK
TURNING
PLAN

PEA JOB NO. 2018-300

P.M. JBT

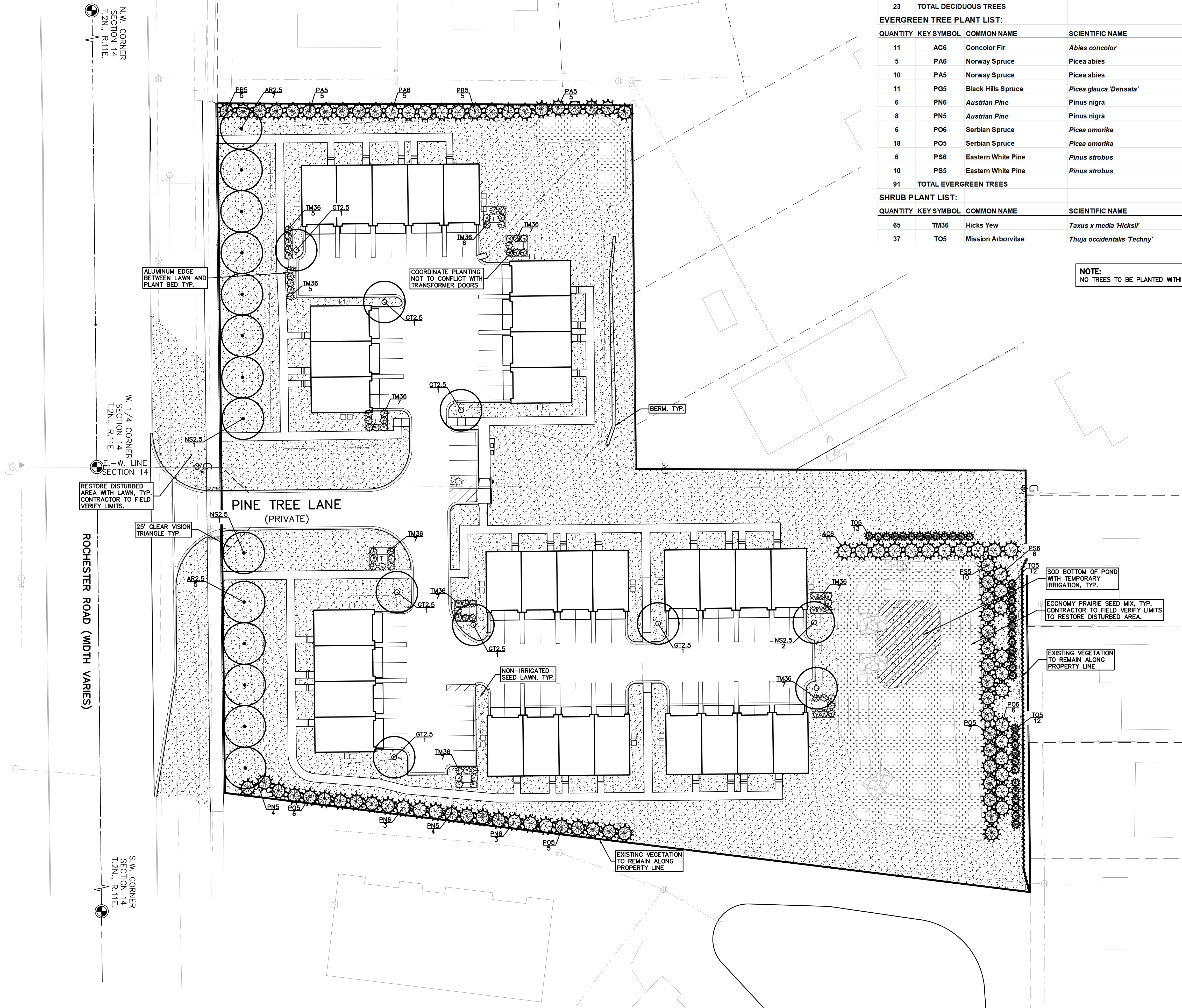
DN. RMK

DES. KFP

DRAWING NUMBER:

P-7.0

\\pea\m\new\PROJECTS\2018\300-4516 ROCHESTER ROAD - TROY - JH\WMSITE PLANS\L-1.0 LANDSCAPE-PLAN-B-300.dwg



DECIDUOUS TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
12	AR2.5	Red Maple	<i>Acer rubrum</i>	2.5" Cal.	B&B
7	GT2.5	Skyline Honeylocust	<i>Gleditsia triacanthos f. inermis 'Skycole'</i>	2.5" Cal.	B&B
4	NS2.5	Sour Gum	<i>Nyssa sylvatica</i>	2.5" Cal.	B&B
23	TOTAL DECIDUOUS TREES				
EVERGREEN TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
11	AC6	Concolor Fir	<i>Abies concolor</i>	6' Ht.	B&B
5	PA6	Norway Spruce	<i>Picea abies</i>	6' Ht.	B&B
10	PA5	Norway Spruce	<i>Picea abies</i>	5' Ht.	B&B
11	PG5	Black Hills Spruce	<i>Picea glauca 'Densata'</i>	5' Ht.	B&B
6	PN6	<i>Austrian Pine</i>	<i>Pinus nigra</i>	6' Ht.	B&B
8	PN5	<i>Austrian Pine</i>	<i>Pinus nigra</i>	5' Ht.	B&B
6	PO6	Serbian Spruce	<i>Picea omorika</i>	6' Ht.	B&B
18	PO5	Serbian Spruce	<i>Picea omorika</i>	5' Ht.	B&B
6	PS6	Eastern White Pine	<i>Pinus strobus</i>	6' Ht.	B&B
10	PS5	Eastern White Pine	<i>Pinus strobus</i>	5' Ht.	B&B
91	TOTAL EVERGREEN TREES				
SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
65	TM36	Hicks Yew	<i>Taxus x media 'Hicksii'</i>	36" Ht.	Cont.
37	TO5	Mission Arborvitae	<i>Thuja occidentalis 'Techny'</i>	5' Ht.	Cont.

NOTE:
NO TREES TO BE PLANTED WITHIN 5' FROM UTILITY LEADS

KEY:

- = GREENBELT TREES
- = REPLACEMENT TREES
- = PARKING LOT TREES
- = ADDITIONAL CONDITIONS TREES
- = SHRUBS
- = NON-IRRIGATED SEED LAWN
- = ECONOMY PRAIRIE SEED MIX BY: CARDNO NATIVE PLANT NURSERY 574-586-2412 PROVIDE EROSION MAT ON SLOPES
- = SOD LAWN WITH TEMPORARY IRRIGATION

LANDSCAPE CALCULATIONS:
PER CITY OF TROY ZONING ORDINANCE: ZONED R1-C, RT, EP

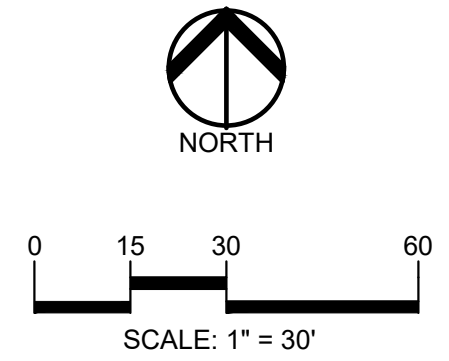
GREENBELT
REQUIRED: 1 TREE/ 30 LF ALONG ROCHESTER RD. 416/30 = 14 TREES REQUIRED
PROVIDED: 14 TREES PROVIDED

TREE REPLACEMENT
REQUIRED: WOODLAND TREES REQUIRE 50% DBH REPLACEMENT AND LANDMARK 100% DBH REPLACEMENT. 15" WOODLAND AND 68" LANDMARK = 83" TOTAL REPLACEMENT / 2.5" CAL = 34 TREES REQUIRED. SEE SHEET PT-1.0 FOR REPLACEMENT CALCS.
PROVIDED: 34 TREES PROVIDED.

PARKING LOT LANDSCAPE
REQUIRED: 1 TREE FOR EVERY 8 PARKING SPACES. 71 SPACES/ 8 = 9 TREES REQUIRED. 3" LANDSCAPE HEDGE TO SCREEN PARKING FROM PUBLIC ROADWAY.
PROVIDED: 9 TREES PROVIDED. HEDGE PROVIDED FOR SCREENING.

ADDITIONAL LANDSCAPE CONDITIONS
PROVIDED:
127 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.
• 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (25 TREES).
• ENHANCE THE OPEN SPACE EASEMENT WITH ~ 2 ROWS OF EVERGREEN SCREENING TO THE NORTH (22 TREES) AND 3 ROWS TO THE EAST OF THE POND (55 TREES).
• 1 LARGE EVERGREEN TREE/ 10 LF FOR SCREENING ALONG THE NORTHERN PROPERTY LINE (25 TREES).

- GENERAL PLANTING NOTES:**
- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
 - ALL PLANT MATERIAL SHALL MEET THE MINIMUM REQUIREMENTS FOR ALL NURSERY STOCK PER AMERICAN STANDARD FOR NURSERY STOCK ANSI (Z60.1).
 - CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
 - THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
 - ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
 - NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
 - ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
 - IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
 - ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH FRIE EMERGENT. SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
 - ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
 - SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
 - FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
 - IF SPECIFIED PLANTS ARE UNAVAILABLE, THE CONTRACTOR MAY SUBMIT A SUBSTITUTION REQUEST TO THE LANDSCAPE ARCHITECT FOR APPROVAL. THE PROPOSED SUBSTITUTION MUST BE SIMILAR TO THE ORIGINAL SPECIFIED MATERIAL IN APPEARANCE, FORM, AND SIZE.



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BLOOMFIELD HILLS, MICHIGAN 48304

PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

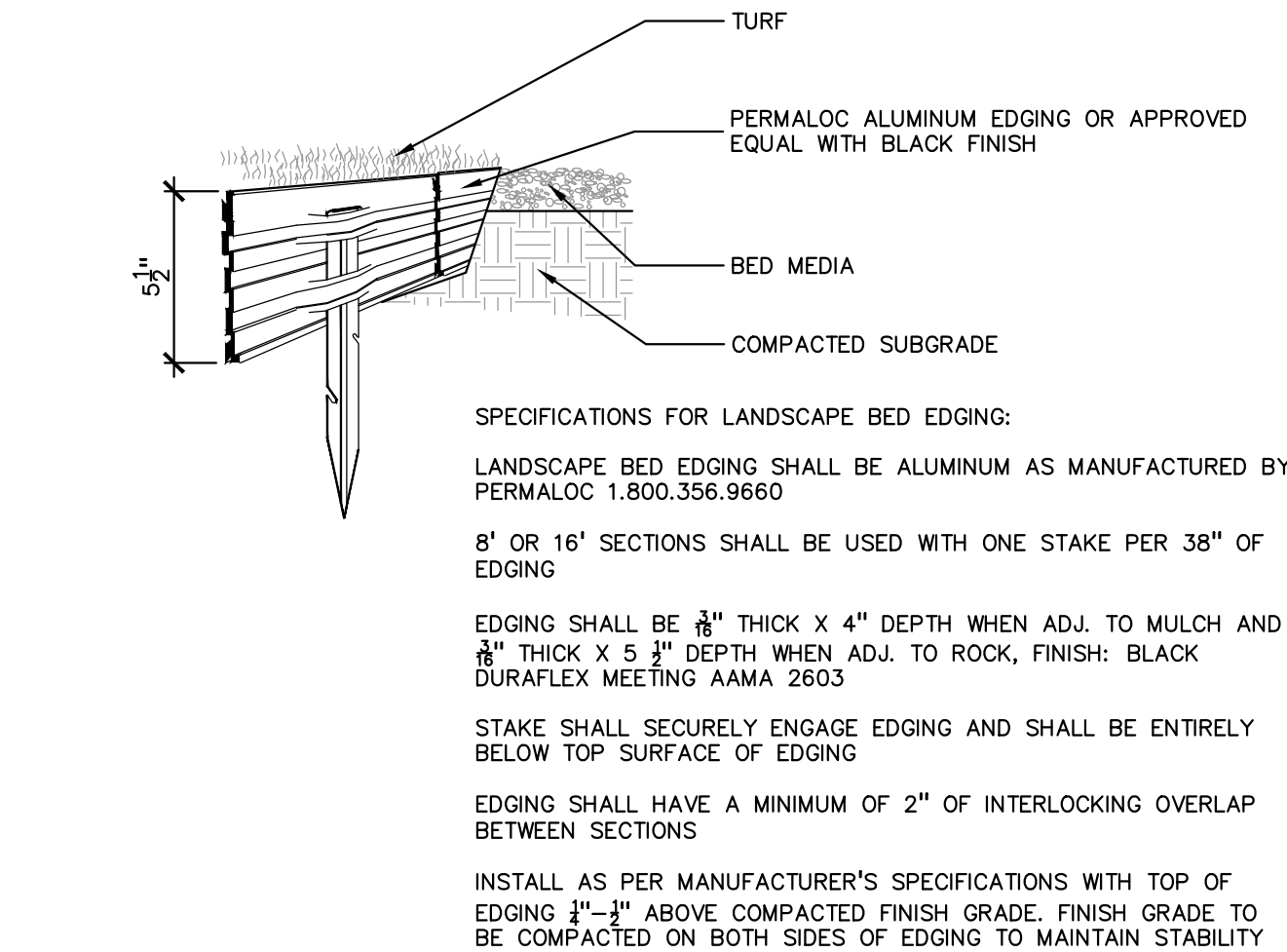
ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
LANDSCAPE PLAN

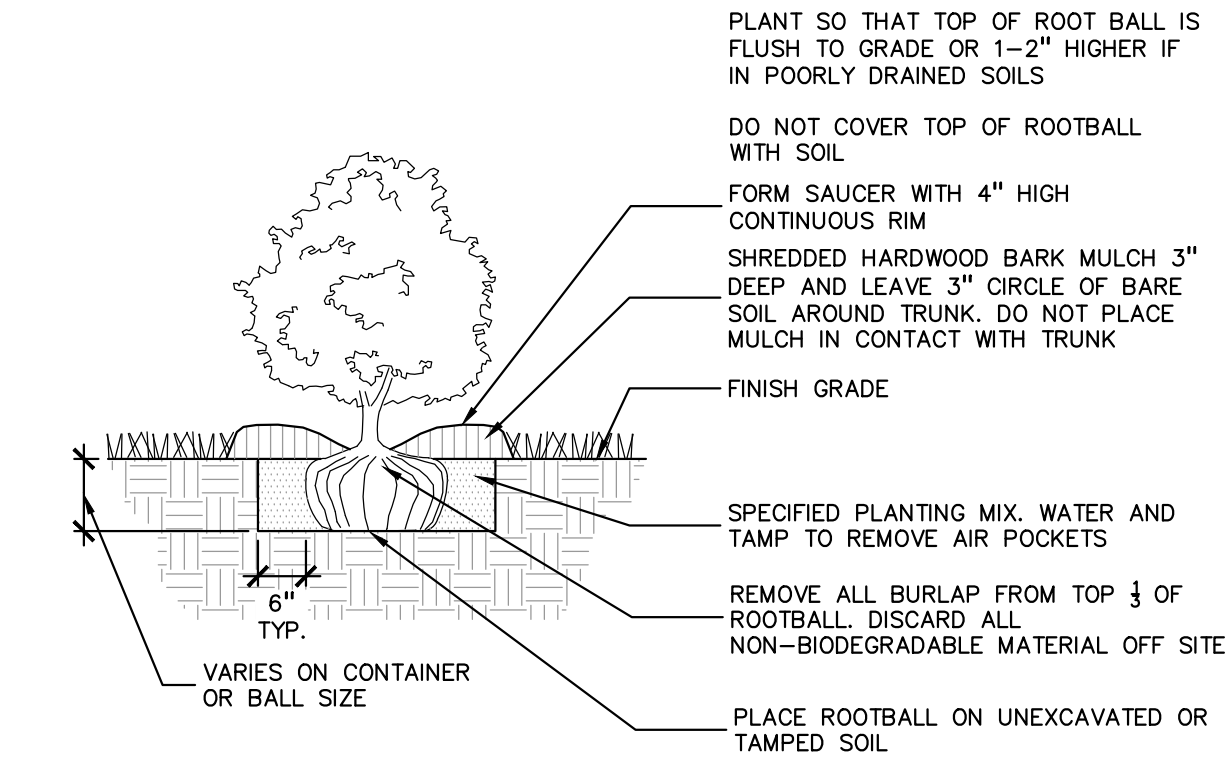
PEA JOB NO.	2018-300
P.M.	JBT
DN.	
DES.	NB

DRAWING NUMBER:
L-1.0

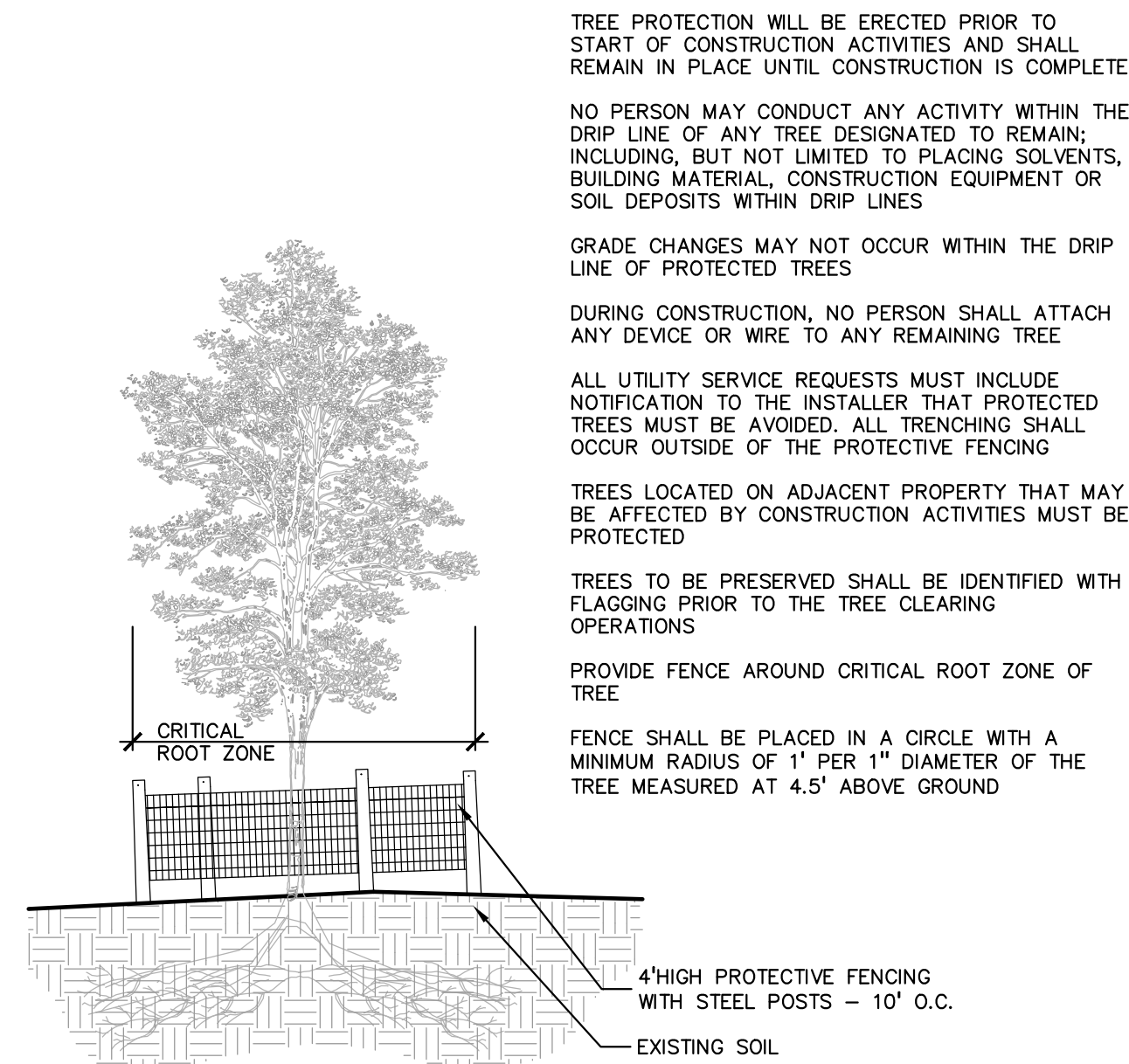
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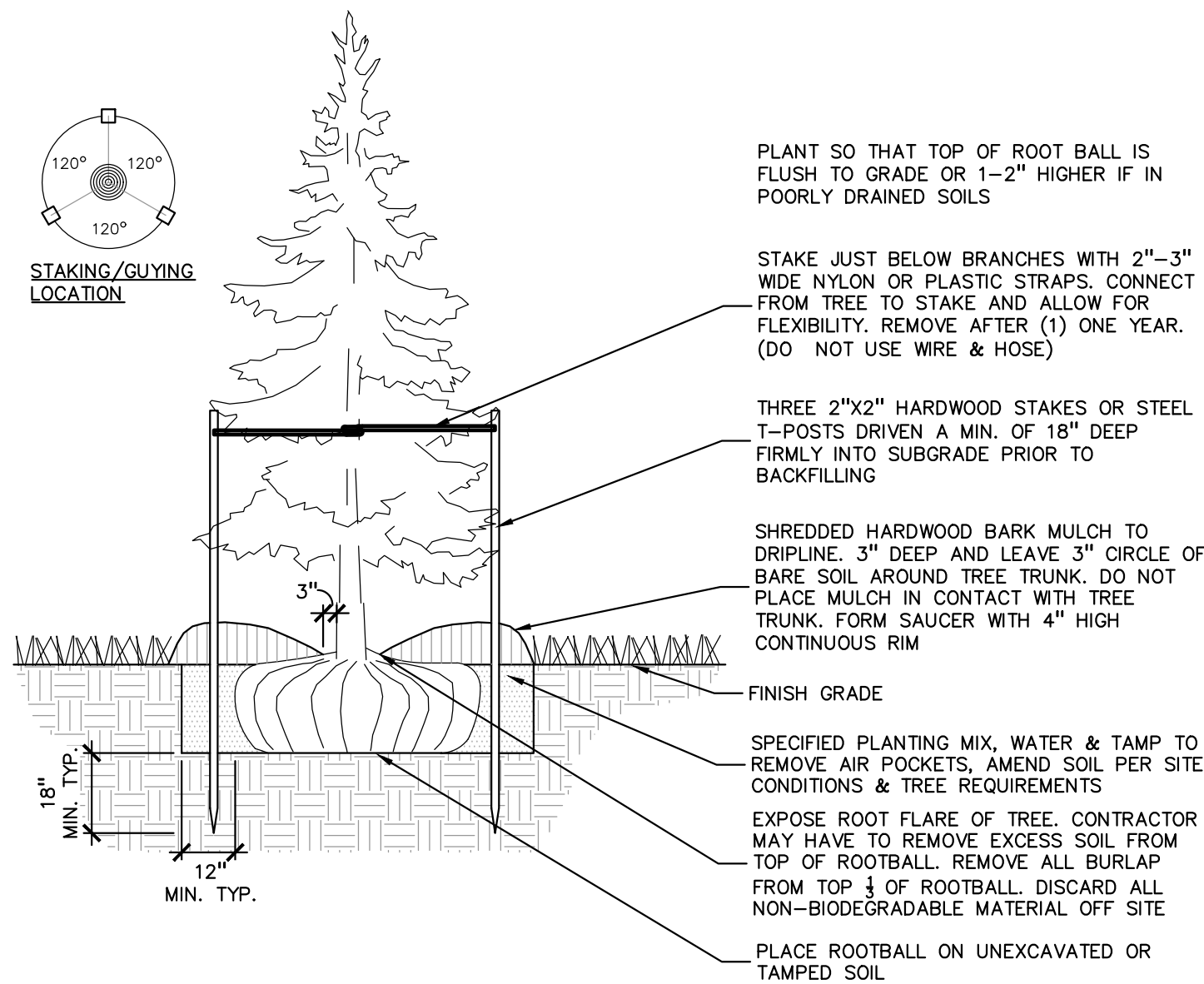
5 ALUMINUM EDGE DETAIL
SCALE: 1/2" = 1'-0"



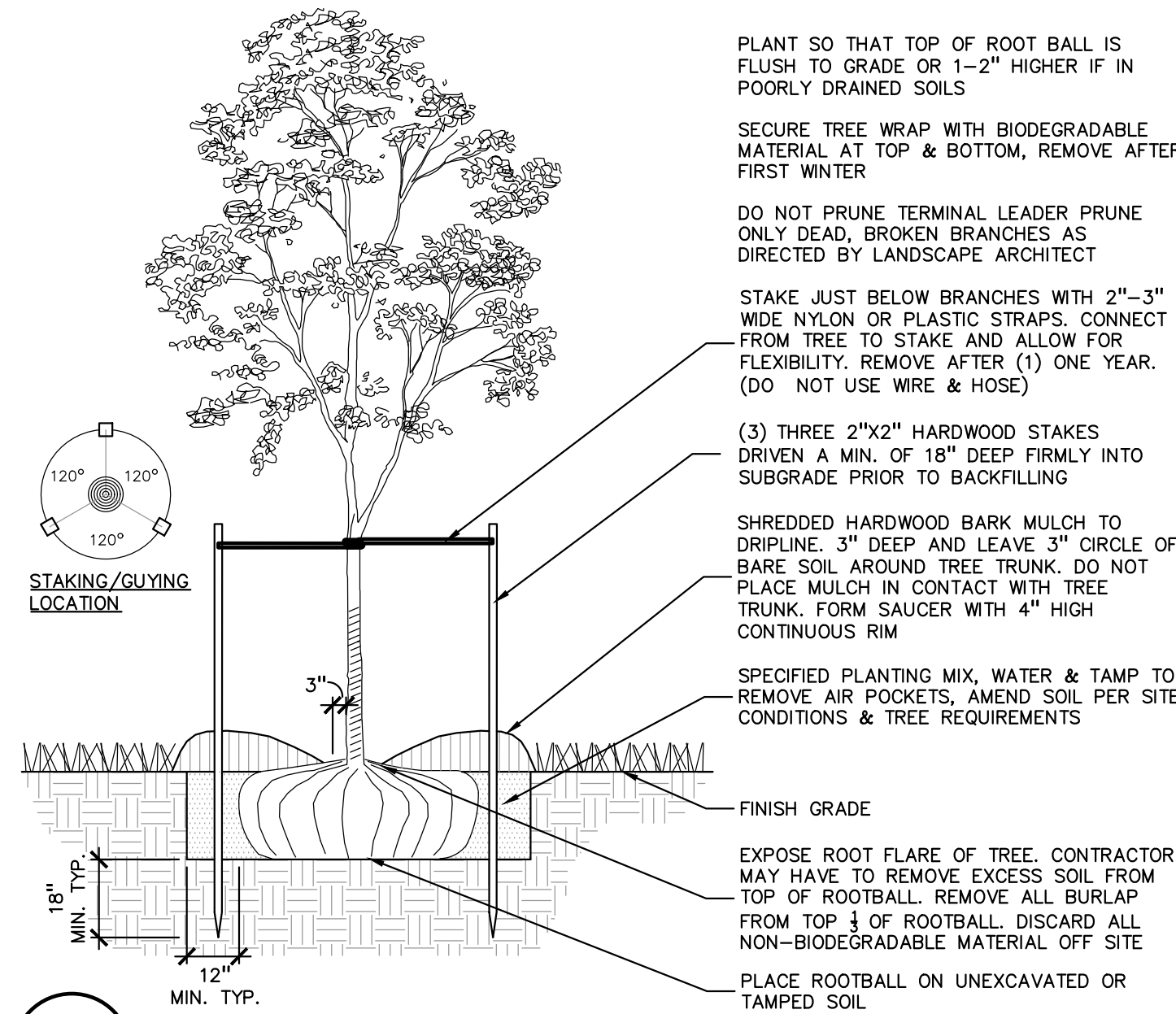
4 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"



2 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



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TROY, MICHIGAN

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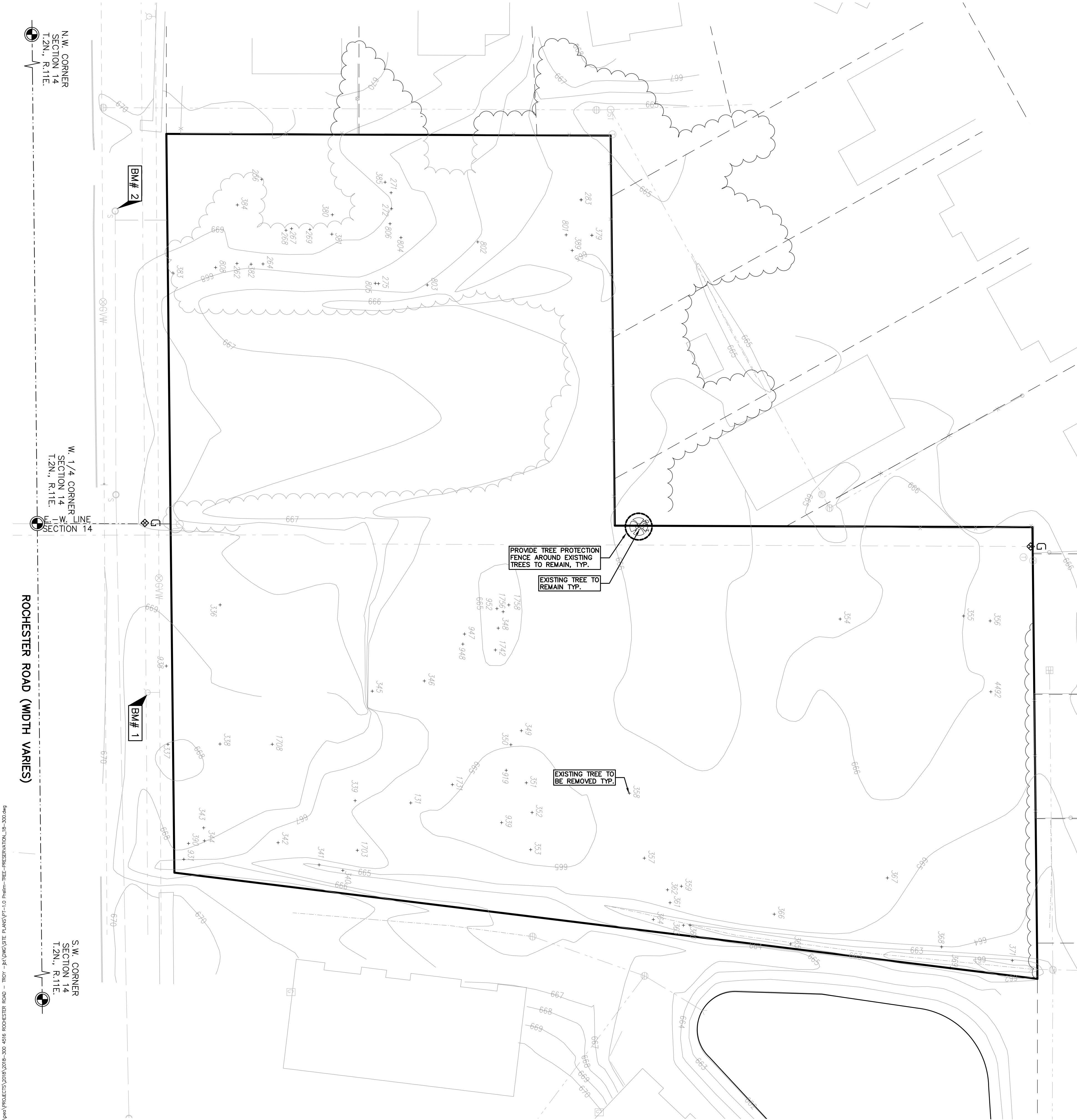
ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
LANDSCAPE DETAILS

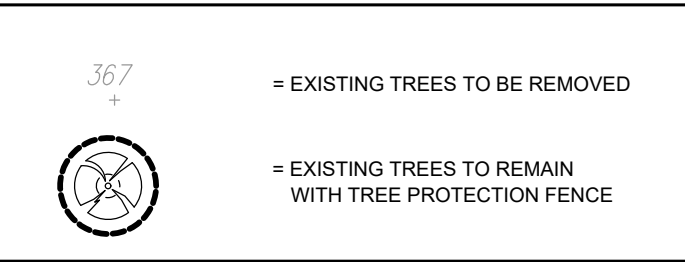
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P.M.	JBT
DN.	NB
DES.	NB

DRAWING NUMBER:

L-1.1



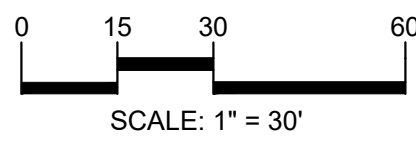
KEY:



WOODLAND TREES			
WOODLAND TREES REMOVED:	2	(REPLACE AT 50% OF REMOVED DBH)	
30" DBH x 0.5 =	15"	REPLACEMENT	
WOODLAND TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
15	-	0	= 15
15 " DBH REQUIRED FOR WOODLAND REPLACEMENT			

LANDMARK TREES			
LANDMARK TREES REMOVED:	2	(REPLACE AT 100% OF REMOVED DBH)	
53" DBH x 1 =	53"	REPLACEMENT	
LANDMARK TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =	"	CREDIT	
53	-	0	= 53
68 " TOTAL DBH REQUIRED FOR REPLACEMENT			

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	NOTE	CLASS	SAVE / REMOVE	REPLACE
131	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
256	ER	12	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
262	WC	15	White Cedar	Thuja occidentalis	Poor		WOODLAND	R	-
264	SC	15	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	R	-
267	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
268	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
269	ER	8	Eastern Redbud	Cercis canadensis	Poor		LANDMARK	R	-
271	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
272	SC	10	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
275	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
283	SM	20	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	S	-
336	SM	48	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
337	SM	19	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
338	SM	22	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
339	SM	25	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
340	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
341	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
342	BW	26	Black Walnut	Juglans nigra	Fair		LANDMARK	R	REPLACE
344	E	17	American Elm	Ulmus americana	Poor		INVASIVE	R	-
345	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
346	SM	23	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
348	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
349	SM	8	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
350	SM	15	Silver Maple	Acer saccharinum	Good		INVASIVE	R	-
351	SU	12	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
352	SU	15	Sugar Maple	Acer saccharum	Poor		WOODLAND	R	-
353	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
354	SWO	14	Swamp White Oak	Quercus bicolor	Poor		WOODLAND	R	-
355	E	6	American Elm	Ulmus americana	Poor		INVASIVE	R	-
356	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
357	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
358	AP	24	Domestic Apple	Malus sylvestris	Poor		LANDMARK	R	-
359	SM	10	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
360	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
361	BC	7	Wild Black Cherry	Prunus serotina	Poor		WOODLAND	R	-
362	E	7	American Elm	Ulmus americana	Poor		INVASIVE	R	-
363	PW	24	White Poplar	Populus alba	Poor		INVASIVE	R	-
364	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-
365	E	24	American Elm	Ulmus americana	Very Poor		INVASIVE	R	-
366	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
367	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
368	CT	24	Cottonwood	Populus deltoides	Poor		INVASIVE	R	-
369	CT	24	Cottonwood	Populus deltoides	Fair		INVASIVE	R	-
371	PW	24	White Poplar	Populus alba	Fair		INVASIVE	R	-
379	SC	10	Scotch Pine	Pinus sylvestris	Very Poor		WOODLAND	S	-
380	PR	12	Pear	Pyrus communis	Very Poor		LANDMARK	R	-
381	PR	12	Pear	Pyrus communis	Poor		LANDMARK	R	-
382	SC	8	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
383	BX	30	Box elder	Acer negundo	Poor		INVASIVE	R	-
384	RC	12	Red Cedar	Juniperus virginiana	Poor		INVASIVE	R	-
385	BW	6	Black Walnut	Juglans nigra	Poor		WOODLAND	R	-
389	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	R	-
801	SC	18	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
802	SM	48	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
803	E	36	American Elm	Ulmus americana	Poor		INVASIVE	R	-
804	SM	24	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
805	SC	12	Scotch Pine	Pinus sylvestris	Poor		WOODLAND	R	-
806	SC	24	Scotch Pine	Pinus sylvestris	Poor		LANDMARK	R	-
808	SC	27	Scotch Pine	Pinus sylvestris	Fair		LANDMARK	R	REPLACE
919	SM	12	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
930	E	14	American Elm	Ulmus americana	Poor		INVASIVE	S	-
931	E	14	American Elm	Ulmus americana	Poor		INVASIVE	R	-
938	NM	13	Norway Maple	Acer platanoides	Fair		INVASIVE	R	-
939	E	11	American Elm	Ulmus americana	Poor		INVASIVE	R	-
947	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
948	SM	36	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
952	SM	13	Silver Maple	Acer saccharinum	Fair		INVASIVE	R	-
963	SU	10	Sugar Maple	Acer saccharum	Poor		WOODLAND	S	-
1703	SM	42	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1708	SM	36	Silver Maple	Acer saccharinum	Very Poor		INVASIVE	R	-
1731	SM	18	Silver Maple	Acer saccharinum	Poor		INVASIVE	R	-
1742	SU	24	Sugar Maple	Acer saccharum	Poor		LANDMARK	R	-
1756	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
1758	SU	15	Sugar Maple	Acer saccharum	Fair		WOODLAND	R	REPLACE
4492	E	12	American Elm	Ulmus americana	Poor		INVASIVE	R	-



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PROJECT TITLE
WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
JULY 8, 2025

DRAWING TITLE
PRELIMINARY TREE PRESERVATION PLAN

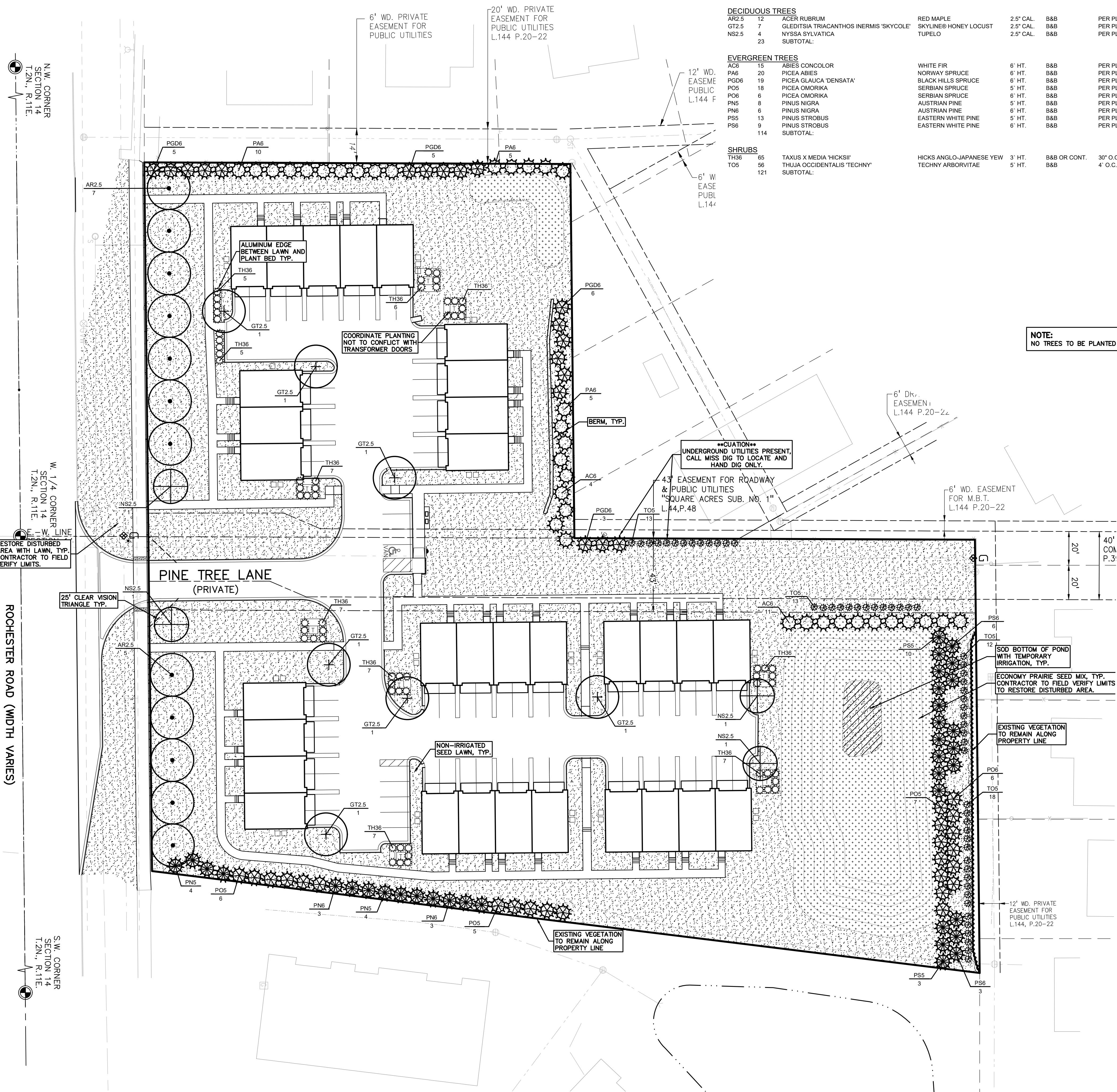
PEA JOB NO.	2018-300
P.M.	JBT
DN.	NB
DES.	NB
DRAWING NUMBER:	

TP-1.0

Exhibit D

Landscaping Plan

S:\PROJECTS\2018\2018-300 4016 ROCHESTER ROAD - TROY - PAVING\LANDSCAPE\CONSTRUCTION-1-10 LANDSCAPE-PLAN-1B-300.dwg

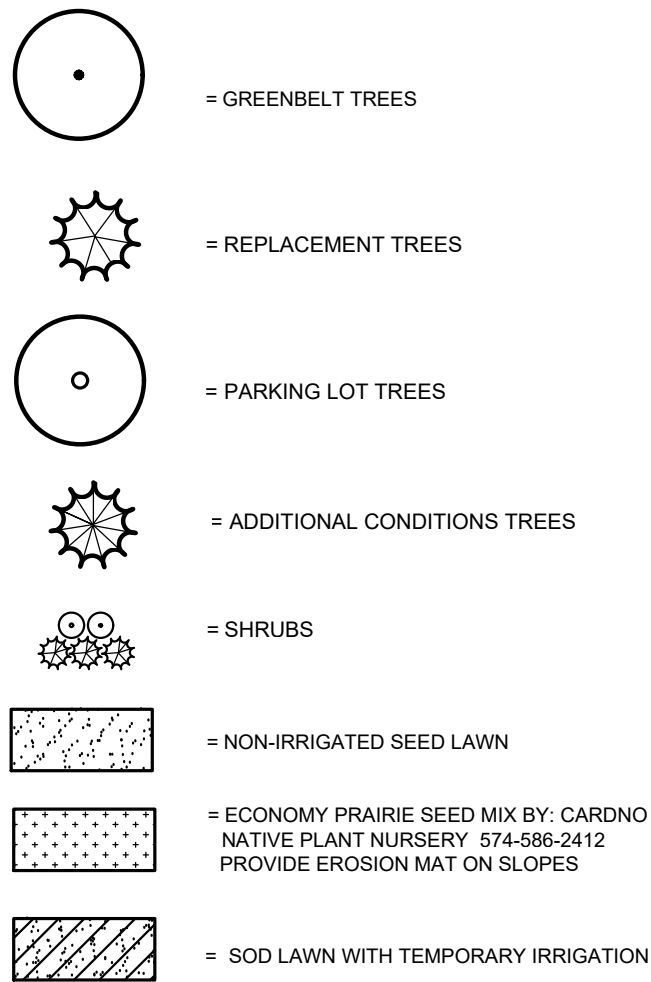


PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	DESIGNATION	REMARKS
DECIDUOUS TREES								
AR2.5	12	ACER RUBRUM	RED MAPLE	2.5" CAL.	B&B	PER PLAN	NATIVE	
GT2.5	7	GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE® HONEY LOCUST	2.5" CAL.	B&B	PER PLAN	NATIVE	
NS2.5	4	NYSSA SYLVATICA	TUPELO	2.5" CAL.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
EVERGREEN TREES								
AC6	15	ABIES CONCOLOR	WHITE FIR	6' HT.	B&B	PER PLAN	NON-NATIVE	
PA6	20	PICEA ABIES	NORWAY SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PGD6	19	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	6' HT.	B&B	PER PLAN	NATIVE	
PO6	18	PICEA OMORIKA	SERBIAN SPRUCE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PICEA OMORIKA	SERBIAN SPRUCE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	8	PINUS NIGRA	AUSTRIAN PINE	5' HT.	B&B	PER PLAN	NON-NATIVE	
PN6	6	PINUS NIGRA	AUSTRIAN PINE	6' HT.	B&B	PER PLAN	NON-NATIVE	
PS5	13	PINUS STROBUS	EASTERN WHITE PINE	5' HT.	B&B	PER PLAN	NATIVE	
PS6	9	PINUS STROBUS	EASTERN WHITE PINE	6' HT.	B&B	PER PLAN	NATIVE	
SUBTOTAL:								
SHRUBS								
TH36	65	TAXUS X MEDIA 'HICKSII'	HICKS ANGLO-JAPANESE YEW	3' HT.	B&B OR CONT.	30" O.C.	NON-NATIVE	
TOS	56	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	5' HT.	B&B	4" O.C.	NATIVE	
SUBTOTAL:								

NOTE:
NO TREES TO BE PLANTED WITHIN 5' FROM UTILITY LEADS

KEY:



LANDSCAPE CALCULATIONS:

PER CITY OF TROY ZONING ORDINANCE: ZONED R1-C, RT, EP

GREENBELT

REQUIRED: 1 TREE/ 30 LF ALONG ROCHESTER RD. 416/30 = 14 TREES REQUIRED

PROVIDED: 14 TREES PROVIDED

TREE REPLACEMENT

REQUIRED: WOODLAND TREES REQUIRE 50% DBH REPLACEMENT AND LANDMARK 100% DBH REPLACEMENT. 15" WOODLAND AND 68" LANDMARK = 83" TOTAL REPLACEMENT / 2.5" CAL = 34 TREES REQUIRED. SEE SHEET PT-1.0 FOR REPLACEMENT CALCS.

PROVIDED: 34 TREES PROVIDED.

PARKING LOT LANDSCAPE

REQUIRED: 1 TREE FOR EVERY 8 PARKING SPACES. 71 SPACES/ 8 = 9 TREES REQUIRED. 3" LANDSCAPE HEDGE TO SCREEN PARKING FROM PUBLIC ROADWAY.

PROVIDED: 9 TREES PROVIDED. HEDGE PROVIDED FOR SCREENING.

ADDITIONAL LANDSCAPE CONDITIONS

PROVIDED: 127 TREES PROVIDED, 34 TO COUNT TOWARDS REPLACEMENT TREES.

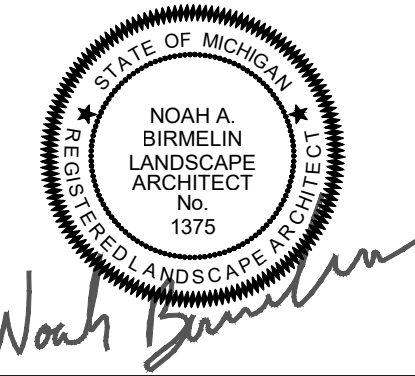
- 250' EVERGREEN SCREENING ALONG THE SOUTHERN PROPERTY TO BRIGGS PARK (25 TREES).
- ENHANCE THE OPEN SPACE EASEMENT WITH ~ 2 ROWS OF EVERGREEN SCREENING TO THE NORTH (22 TREES) AND 3 ROWS TO THE EAST OF THE POND (55 TREES).
- 1 LARGE EVERGREEN TREE/ 10 LF FOR SCREENING ALONG THE NORTHERN PROPERTY LINE (25 TREES).

GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
- ALL PLANT MATERIAL SHALL MEET THE MINIMUM REQUIREMENTS FOR ALL NURSERY STOCK PER AMERICAN STANDARD FOR NURSERY STOCK ANSI (Z60.1).
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
- IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
- ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH FIRE EXEMPTION. SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
- ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
- FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- IF SPECIFIED PLANTS ARE UNAVAILABLE, THE CONTRACTOR MAY SUBMIT A SUBSTITUTION REQUEST TO THE LANDSCAPE ARCHITECT FOR APPROVAL. THE PROPOSED SUBSTITUTION MUST BE SIMILAR TO THE ORIGINAL SPECIFIED MATERIAL IN APPEARANCE, FORM, AND SIZE.

PEA GROUP

t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE OR OTHER RESPONSIBILITY IS IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT

PREMIUM DEVELOPMENT GROUP

1052 OAKTREE LANE
BLOOMFIELD HILLS, MICHIGAN

PROJECT TITLE

WESLEY PARK
4516-4396 ROCHESTER ROAD
TROY, MICHIGAN

REVISIONS

CITY REVIEW	COMMENTS	
		10/4/21
		10/19/21
		11/11/21
		12/3/21
		12/13/21
		9/13/21 PZE REPORT COMMENTS
		3/14/22
		4/7/22
		7/18/25
		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE PLAN

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2018\2018-300-4516 ROCHESTER ROAD - TROY - 34\LANDSCAPE\CONSTRUCTION\1-1 LANDSCAPE DETAILS 18-300.dwg

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

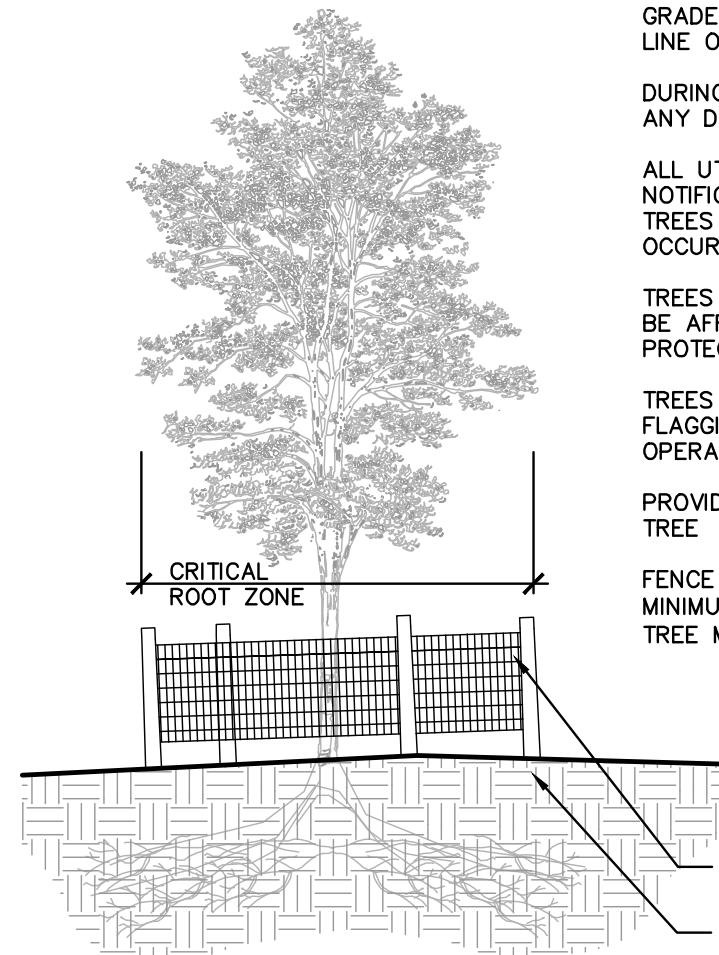
ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED

TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

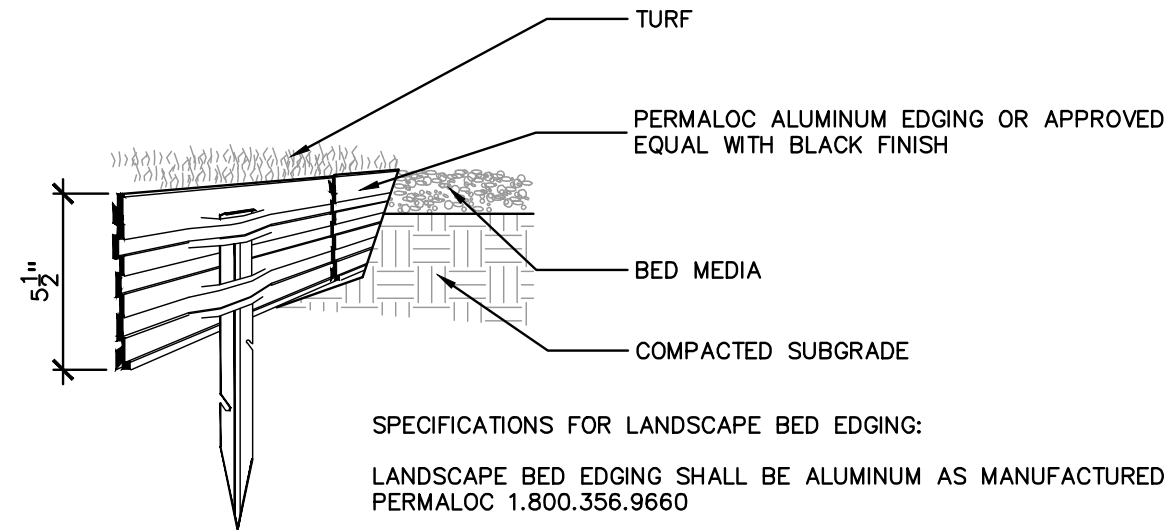
PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF TREE

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND



3 TREE PROTECTION DETAIL

SCALE: 1" = 3'-0"



SPECIFICATIONS FOR LANDSCAPE BED EDGING:

LANDSCAPE BED EDGING SHALL BE ALUMINUM AS MANUFACTURED BY PERMALOC 1.800.356.9660

8" OR 16' SECTIONS SHALL BE USED WITH ONE STAKE PER 38" OF EDGING

EDGING SHALL BE 3/8" THICK X 4" DEPTH WHEN ADJ. TO MULCH AND 1/2" THICK X 5 1/2" DEPTH WHEN ADJ. TO ROCK, FINISH: BLACK DURAFLEX MEETING AAMA 2603

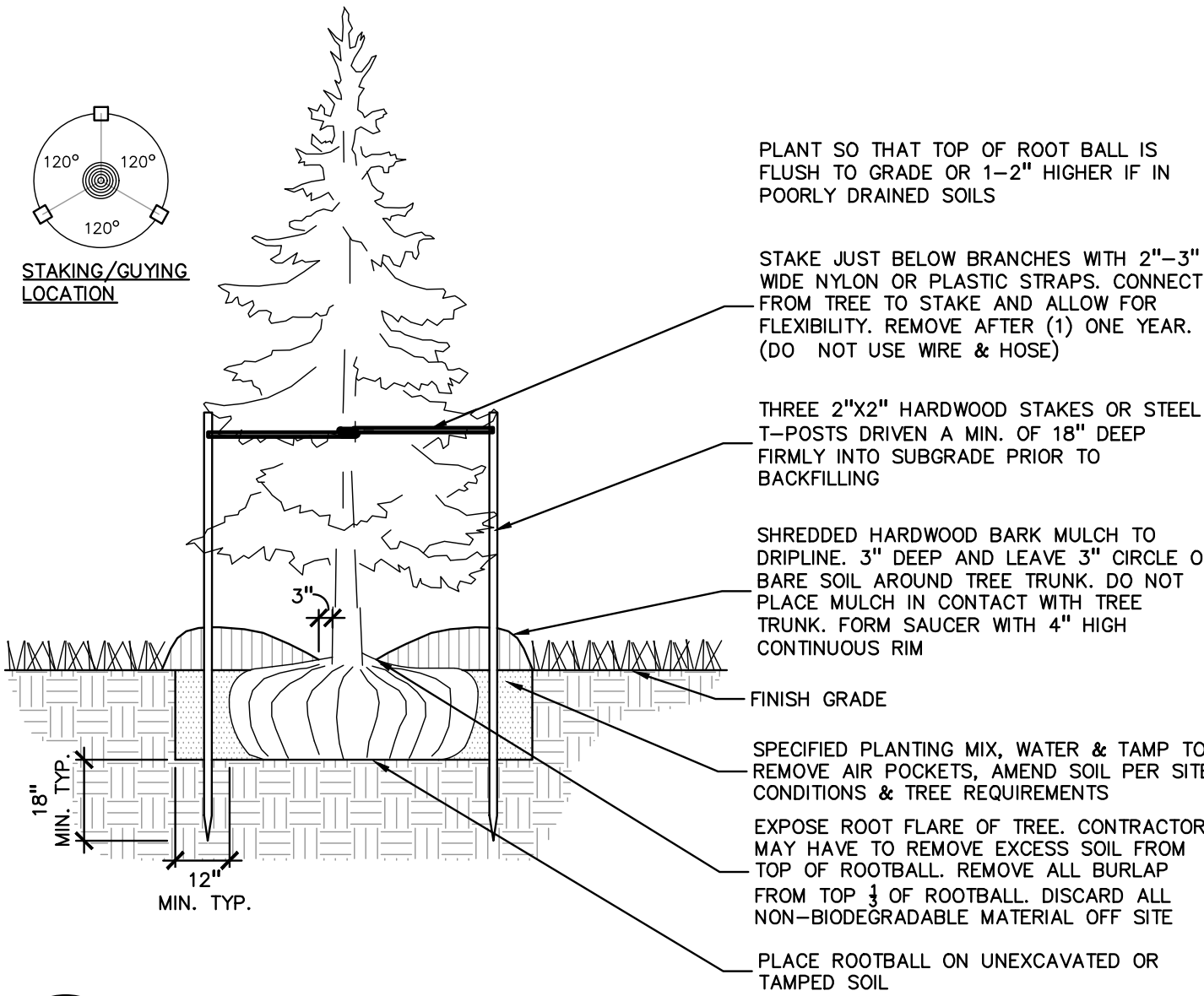
STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING

EDGING SHALL HAVE A MINIMUM OF 2" OF INTERLOCKING OVERLAP BETWEEN SECTIONS

INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 1/2"-3/4" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

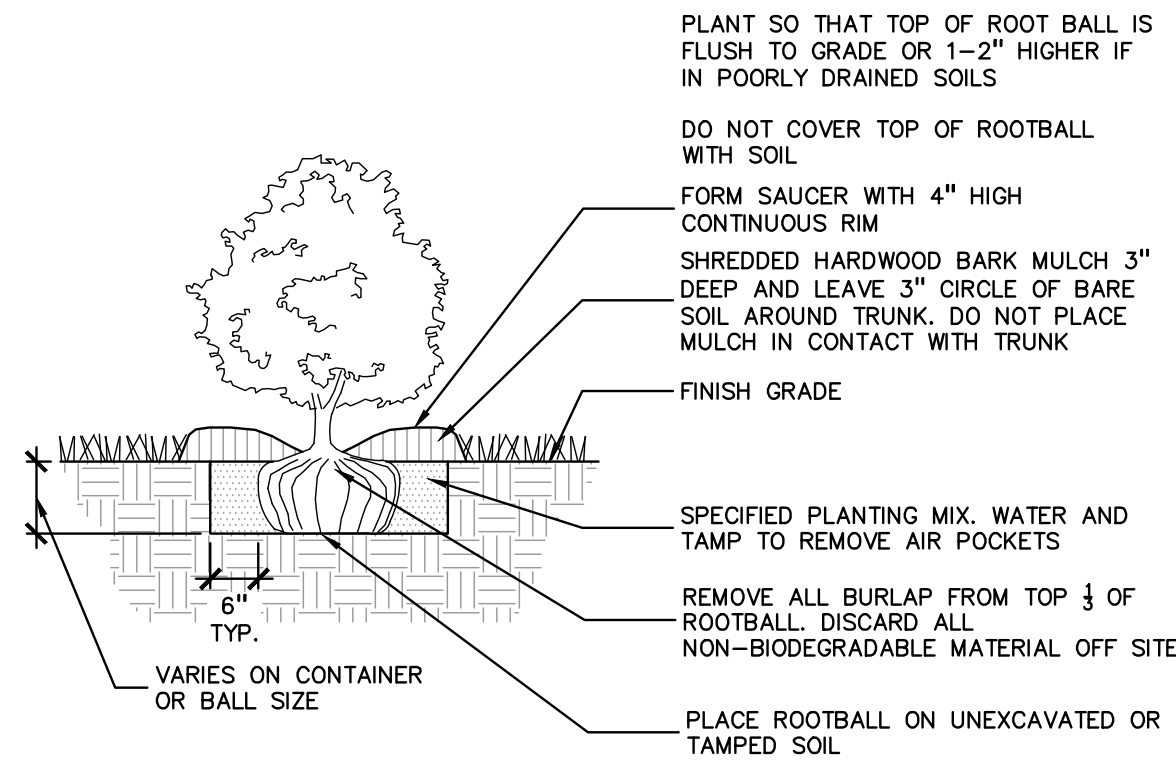
5 ALUMINUM EDGE DETAIL

SCALE: 1/2" = 1'-0"



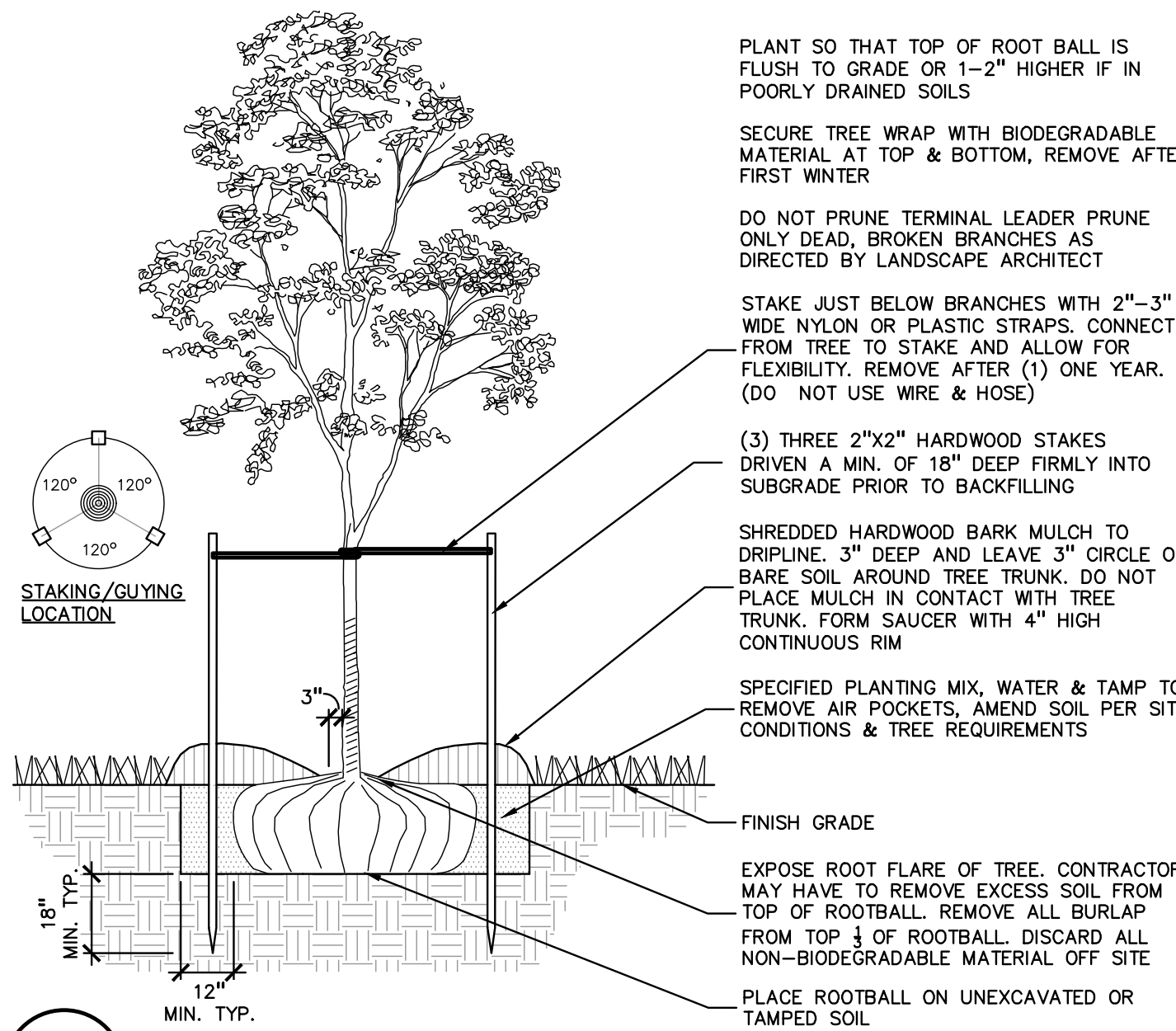
2 EVERGREEN TREE PLANTING DETAIL

SCALE: 1" = 3'-0"



4 SHRUB PLANTING DETAIL

SCALE: 1" = 2'-0"

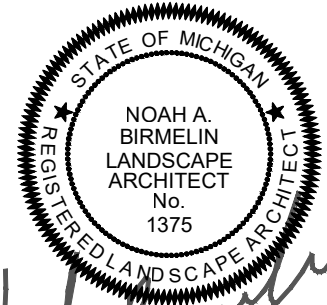


1 DECIDUOUS TREE PLANTING DETAIL

SCALE: 1" = 3'-0"

PEA GROUP

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www.peagroup.com



Noah Birmelin



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ADD CITY BMS AND ROAD ESMT		4/7/22
REV PER EGLE - 6/23/25		7/18/25
UPDATED CONSTRUCTION PLANS		8/19/25

ORIGINAL ISSUE DATE:
AUGUST 5, 2021

DRAWING TITLE

LANDSCAPE DETAILS

PEA JOB NO. 2018-300

P.M. JBT

DN. KFP

DES. TMK

DRAWING NUMBER:

L-1.1

NOT FOR CONSTRUCTION

GENERAL LANDSCAPING REQUIREMENTS			
1.0	GENERAL		
1.1	SUMMARY		
1.1.1	Includes But Not Limited To		
1.	General procedures and requirements for Site Work.		
2.0	PRODUCTS - Not Used		
3.0	EXECUTION		
3.1	PREPARATION		
3.1.1	Protection		
1.	Spillage:		
A.	Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.		
B.	Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.		
2.	Erosion Control:		
A.	Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.		
B.	Develop, install, and maintain an erosion control plan if required by law.		
C.	Repair and correct damage caused by erosion.		
3.	Existing Plants And Features:		
A.	Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain.		
B.	Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Landscape Architect.		
C.	Do not damage other plants and features which are to remain.		
3.1.2	If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.		
END OF SECTION			
LANDSCAPING PREPARATION			
1.0	GENERAL		
1.1	SUMMARY		
1.1.1	Includes But Not Limited To		
1.	General landscape work requirements.		
1.2	QUALITY ASSURANCE		
1.2.1	Comply with all applicable local, state and federal requirements, regarding materials, methods of work, and disposal of excess and waste materials.		
1.2.2	Obtain and pay for all required inspections, permits, and fees.		
1.2.3	Provide notices required by governmental authorities.		
1.3	PROJECT CONDITIONS		
1.3.1	Locate and identify existing underground and overhead services and utilities within contract limit work areas. (Call Miss Dig: 1-800-482-7171 in Michigan).		
1.3.2	Provide adequate means to protect utilities and services designated to remain.		
1.3.3	Repair utilities damaged during site work operations at Subcontractor's expense.		
1.3.4	When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.		
1.3.5	Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Subcontractor's expense.		
1.3.6	Perform landscape work operations and the removal of debris and materials to assure minimum interference with streets, walks, and other adjacent facilities.		
1.3.7	Obtain governing authorities' written permission when required to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.		
1.3.8	Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal.		
1.3.9	The General Contractor will occupy the premises and adjacent facilities during the entire period of construction. Perform landscape work operations to minimize conflicts and to facilitate General Contractor's use of the premises and conduct of his normal operations.		
1.3.10	Perform landscape preparation work before commencing landscape construction.		
1.3.11	Provide necessary barricades, coverings and protection to prevent damage to existing improvements indicated to remain.		
1.3.12	Protect existing trees scheduled to remain against injury or damage including cutting, breaking or skinning of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.		
2.0	PRODUCTS		
2.1	MATERIALS/EQUIPMENT		
2.1.1	As selected by the General Contractor, except as indicated.		
1.	Tree protection:		
A.	Wood fencing - Snow fencing 4' height.		
B.	Posts - Steel fence post.		
C.	Herbicide for lawn restoration - "Round-up" by Monsanto.		
3.0	EXECUTION		
3.1	EXISTING UTILITIES		
3.1.1	Call "MISS DIG" 811 before construction begins. Information on the drawings related to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.		
3.2	CLEARING		
3.2.1	Locate and suitably identify trees and improvements indicated to remain.		
3.2.2	Fencing/soil erosion fence is to be installed.		
3.2.3	Any equipment that compacts the soil in the areas of existing trees is not allowed.		
3.2.4	Protect trees scheduled to remain with 4' high snow fence per plans.		
3.2.5	No vehicular traffic is permitted beneath drip line at any time. All lawn areas are to be worked by hand.		
3.2.6	Clear and grub areas within contract limits as required for site access and execution of the work.		
3.2.7	Remove trees, plants, undergrowth, other vegetation and debris, except items indicated to remain.		
3.2.8	Treat planting and lawn areas as required with herbicide per manufacturer recommendations to kill existing vegetation prior to planting, seeding and sodding.		
3.2.9	Remove stumps and roots to a clear depth of 36" below subgrades. Remove stumps and roots to their full depth within 50' of underground structures, utility lines, footings, and paved areas.		
3.3	DISPOSAL OF WASTE MATERIALS		
3.3.1	Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.		
END OF SECTION			
LAWN SEEDING			
1.0	GENERAL		
3.3.2	Maintain disposal routes, clear, clean and free of debris.		
3.3.3	On site burning of combustible cleared materials is not permitted.		
3.3.4	Upon completion of landscape preparation work, clean areas within contract limits, remove tools and equipment. Site to be clear, clean and free of materials and debris and suitable for site work operations.		
3.3.5	Materials, items and equipment not scheduled for reinstallation or salvaged for the General Contractor are the property of the Landscape Contractor. Remove cleared materials from the site as the work progresses. Storage and sale of Landscape Contractors salvage items on site is not permitted.		
END OF SECTION			
FINISH GRADING AND TOPSOIL PLACEMENT			
1.0	GENERAL		
1.1	SUMMARY		
1.1.1	Includes But Not Limited To		
1.	Perform finish grading and topsoil placement required to prepare site for installation of landscaping as described in Contract Documents.		
1.2	SUBMITTALS		
1.2.1	Quality Assurance		
1.	Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.		
2.	Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services, and Soils Engineer shall be acceptable to the Landscape Architect.		
3.	Submit report stating location of source of imported topsoil and account of recent use.		
4.	Test for pH factor, mechanical analysis, and percentage of organic content.		
5.	Submit test reports to General Contractor.		
6.	Sub-Contractor, or testing agency to make recommendations on type of quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.		
1.3	QUALITY ASSURANCE		
1.3.1	Participate in pre-installation meeting with Landscape Architect.		
1.4	PROJECT CONDITIONS		
1.4.1	Also see Landscape Preparation Section.		
1.4.2	Protect existing trees, plants, lawns, and other features designated to remain as part of the landscaping work.		
1.4.3	Promptly repair damage to adjacent facilities caused by topsoil operations. Cost of repair at Subcontractor's expense.		
1.4.4	Promptly notify the General Contractor and Landscape Architect of unexpected subsurface conditions.		
2.0	PRODUCTS		
2.1	MATERIALS		
2.1.1	Topsoil: supplied and stockpiled topsoil proposed for use must meet the testing criteria results specified. Topsoil must conform to adjustments and recommendations from the soil test and by the Landscape Architect.		
2.1.2	Existing topsoil: existing topsoil from on-site stockpile shall be utilized. All processing, cleaning, and preparation of this stored topsoil to render it acceptable for use is the responsibility of the Subcontractor.		
2.1.3	Provide additional topsoil as required to complete the job. Topsoil must meet testing criteria results specified.		
2.1.4	All processing, cleaning, and preparation of this supplied topsoil to render it acceptable for use is the responsibility of the Subcontractor.		
2.1.5	Supplied and stockpiled topsoil, shall be fertile, friable, dark in color and representative of local productive soil, capable of sustaining vigorous plant growth and free of clay lumps, subsoil, noxious weeds or other foreign matter such as stones of 1" in any dimension, roots, sticks, and other extraneous material; not frozen or muddy. PH of soil range between 5.0 and 7.5.		
2.1.6	Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size		
2.1.7	Prepared topsoil shall be used in planting mixtures as specified in Trees, Plants, and Ground Cover; all beds prepared as specified.		
3.0	EXECUTION		
3.1	EXAMINATION		
3.1.1	Do not commence work of this Section until grading tolerances specified are met.		
3.2	PREPARATION		
3.2.2	Prior to grading, dig out weeds from planting areas by their roots and remove from site. Before placing top soil landscaped areas, remove rocks larger than 1 inch in any dimension and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.		
3.2.3	Prior to placing topsoil, remove any imported base material present in planting areas down to natural subgrade or other material acceptable to Landscape Architect.		
3.3	PERFORMANCE		
3.3.1	Site Tolerances		
1.	Total Topsoil Depth -		
A.	Lawn And Groundcover Planting Areas - 3 inches minimum compacted.		
B.	Shrub Planting Areas - 12 inches minimum throughout entire shrub bed area.		
2.	Elevation of topsoil relative to walks or curbs -		
A.	Seeded Lawn Areas - 1/4 inch below		
B.	Sodded Lawn Areas - 1 1/2 inches below		
C.	Shrub And Ground Cover Areas - 3 inches below		
3.3.2	Do not expose or damage existing shrub or tree roots.		
3.3.3	Redistribute approved existing top soil stored on site as a result of rough grading. Remove organic material, rocks and clods greater than 1 inch in any dimension, and other objectionable materials. Provide additional approved imported topsoil required for specified topsoil depth and bring surface to specified elevation relative to walk or curb.		
3.3.4	For trees, shrubs, ground cover beds and plant mix for beds see Exterior Plants section.		
3.3.5	Provide earth berming where indicated on Plans.		
3.3.6	Berming to be free flowing in shape and design, as indicated, and to blend into existing grades gradually so that the toe of slope is not readily visible. Landscape Architect or General Contractor's representative to verify final contouring before planting.		
3.3.7	Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water away from buildings will occur and that no low areas are created to allow ponding. Subcontractor to consult the General Contractor and Landscape Architect regarding variations in grade elevations before rough grading is completed.		
3.3.8	Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch per ft minimum unless otherwise noted. High point of finish grade at building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.		
3.3.9	Rake all topsoil to remove clods, rocks, weeds, and debris.		
3.3.10	Grade and shape area to bring surface to true uniform planes free from irregularities and to provide proper drainage and slopes per plans.		
3.4	CLEANING		
3.4.1	Upon completion of topsoil operations, clean areas within contract limits, remove tools, equipment, and haul all excess topsoil off-site. Site shall be clear, clean, free of debris, and suitable for site work operations.		
END OF SECTION			
LAWN SEEDING			
1.0	GENERAL		
3.3.2	cellulose mulch at the rate of 1,000 pounds, dry weight, per acre.		
E.	Apply cover so that rainfall or applied water will percolate to underlying soil.		
3.3.3	MULCHING		
1.	Place straw mulch on seeded areas within 24-hours after seeding.		
2.	Place straw mulch uniformly in a continuous blanket at a rate of 2-1/2 tons per acre, or two (2) 50 lb. bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Landscape Architect.		
3.	Crimp straw into soil by use of a "crimper". Two passes in alternate direction required. Alternative methods on areas too small for crimper must be approved by the Landscape Architect or Owner's Representative.		
3.3.3	ESTABLISH LAWN		
1.	Establish dense lawn of permanent grasses, free from lumps and depressions. Any area failing to show uniform germination to be reseeded; continue until dense lawn established.		
2.	Damage to seeded area resulting from erosion to be repaired by Sub Contractor.		
3.	In event Sub Contractor does not establish dense lawn during first germination period, return to project to reseed and reseed to establish dense lawn.		
4.	Should the seeded lawn become largely weeds after germination, Sub Contractor is responsible to kill the weeds and reseed the proposed lawn areas to produce a dense turf, as specified.		
3.4	CLEANING		
3.4.1	Perform Cleaning during installation of the work and upon completion of the work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.		
3.5	MAINTENANCE		
3.5.1	See Landscape Maintenance and Warranty Section.		
3.6	ACCEPTANCE		
3.6.1	See Landscape Maintenance and Warranty Section.		
END OF SECTION			
LAWN SODDING			
1.0	GENERAL		
1.1	SUMMARY		
1.1.1	Includes But Not Limited To		
1.	Furnish and install sodded lawn as described in Contract Documents.		
1.2	QUALITY ASSURANCE		
1.2.1	Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.		
1.3	SUBMITTALS		
1.3.1	Submit sod growers certification of grass species. Identify source location.		
1.3.2	Submit manufacturer's certification of fertilizer.		
1.4	DELIVERY, STORAGE, AND HANDLING		
1.4.1	Cut, deliver, and install sod within 24 hour period.		
1.4.2	Do not harvest or transport sod when moisture content may adversely affect sod survival.		
1.4.3	Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drop sod during handling and installation.		
1.4.4	Sod which dries out before installation will be rejected.		
1.5	PROJECT CONDITIONS		
1.5.1	See Landscape Preparation section.		
1.5.2	Work notification: Notify Landscape Architect or General Contractor's representative at least seven (7) working days prior to start of sodding operation.		
1.5.3	Protect existing utilities, paving, and other facilities from damage caused by sodding operations.		
1.5.4	Perform sodding work only after planting and other work affecting ground surface has been completed.		
1.5.5	Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.		
1.5.6	Provide hose and lawn watering equipment as required.		
1.5.7	The irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Subcontractor's expense.		
1.6	WARRANTY		
1.6.1	See Landscape Maintenance and Warranty Section.		

EXTERIOR PLANTS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Furnish and install landscaping plants as described in Contract Documents.

1.2 QUALITY ASSURANCE

1.2.1 Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.

1.2.2 Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in its natural position.

1.2.3 All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years.

1.2.4 Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional charge. Larger plants shall not be cut back to size indicated.

1.2.5 Provide "specimen" plants with a special height, shape, or character of growth. Landscape Subcontractor is to tag specimen trees or shrubs at the source of supply. The Landscape Subcontractor shall inspect all plant material at source prior to Landscape Architect's approval. Landscape Subcontractor shall accompany Landscape Architect on final selection trip. The Landscape Architect will inspect specimen selections for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for approval.

1.2.6 Plants may be inspected and approved at the place of growth for compliance with specification requirements for quality, size, and variety.

1.2.7 Approval of plant selection at the place of growth shall not impair the right of inspection and rejection upon delivery at the site or during progress of the work.

1.2.8 Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1.2.9 Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Landscape Architect before proceeding with work of this section.

1.2.10 Plant totals are for convenience only and are not guaranteed. Vary amounts shown on Drawings. All plantings indicated on Drawings are required unless indicated otherwise.

1.3 SUBMITTALS

1.3.1 Provide and pay for material testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data:

1. The loss of weight by ignition and moisture absorption capacity shall be tested for peat moss.

1.3.2 Submit the following material samples to Landscape Architect:

1. Peat moss, shredded hardwood bark mulch, planting accessories, pre-emergent herbicides, and plant fertilizers.

1.3.3 Submit the following materials certification to Landscape Architect:

1. Topsoil source and pH value, peat moss, and plant fertilizer.

1.4 DELIVERY, STORAGE, AND HANDLING

1.4.1 Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to prevent wetting and deterioration.

1.4.2 Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected.

1.4.3 Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration.

1.4.4 Dig, pack, transport, and handle plants with care to ensure protection against injury.

1.4.5 Inspection certificates required by law shall accompany each shipment invoice or order to stock on arrival. The certificate shall be filed with the General Contractor's representative.

1.4.6 Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, shredded hardwood bark mulch, or in a manner acceptable to the General Contractor's representative.

1.4.7 Water heeled in plantings daily.

1.4.8 No plant shall be bound with rope or wire in a manner that could damage or break the branches.

1.4.9 Cover plants transported on open vehicles with a protective covering to prevent wind burn.

1.4.10 Frozen or muddy topsoil is not acceptable.

1.5 PROJECT CONDITIONS

1.5.1 See Landscape Preparation Section.

1.5.2 Work notification: notify Landscape Architect at least seven working days prior to installation of plant material.

1.5.3 Protect existing utilities, paving, and other facilities from damage caused by landscaping operations.

1.5.4 A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the proposal form. In the event that quantity discrepancies or material omissions occur in the proposal form, Subcontractor shall notify the Landscape Architect during the proposal bidding process.

1.5.5 An irrigation system will be installed prior to planting. Locate, protect, and maintain the irrigation system during planting operations. Repair irrigation system components, damaged during planting operations, at the Landscape Subcontractor's expense.

1.5.6 The Landscape Subcontractor shall inspect existing soil conditions in all areas of the site where his operations will take place, prior to the beginning of work. It is the responsibility of the Landscape Subcontractor to notify the General Contractor's representative and the Landscape Architect in writing of any conditions which could affect the survivability of plant material to be installed.

1.6 WARRANTY

1.6.1 See Landscape Maintenance and Warranty Standards.

2.0 PRODUCTS

2.1 MATERIALS

2.1.1 Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.

1. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.

2. All trees shall have clay or clay loam balls. Trees with sand balls will be rejected.

3. Provide tree species that mature at heights over 25'-0" with a single, main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.

4. Plants planted in rows shall be matched in form, (see specimen stock).

5. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.

6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.

7. Evergreen trees shall be unsheared and branched to the ground.

8. Shrubs and small plants shall meet the requirements for spread and height indicated on the drawings.

9. Plant materials shall be subject to approval by the Landscape Architect as to size, health, quality, and character.

10. Bare root trees are not acceptable.

11. Provide plant materials from licensed nursery or grower.

2.1.2 Bare root plants: dug with adequate fibrous roots, to be covered with a uniformly thick coating of mud by being puddled immediately after they are dug or packed in moist straw or peat moss.

2.1.3 Container grown stock: grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm, and whole.

1. No plants shall be loose in the container.

2. Container stock shall not be root bound.

3. Single stemmed or thin plants will not be accepted.

4. Side branches shall be generous, well twigged, and the plant as a whole well bushed to the ground.

5. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.

2.1.4 Collected stock consists of plants growing under natural conditions in soils and climate as exist at location to be planted, in locations lending themselves to proper collecting practices. Root system (balls) to be at least twenty-five (25%) percent larger than specified for nursery grown material.

2.1.5 Specimen stock: all specimen designated plantings are to be nursery grown, fully developed, excellent quality, and typical example of the species. Plants designated to be planted in rows must be matched, symmetrical, and uniform in height, spread, caliper, and branching density.

1. Matched plantings should be obtained from the same nursery and, preferably, from the same row or line. All specimen material will be approved by the Landscape Architect at nursery.

2.1.6 Topsoil for planting mix: fertile, friable, natural topsoil of loamy character, without admixture of subsoil material, obtained from a well drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials with acidity range of between pH 6.0-6.8 for ericaceous plants.

2.1.7 Peat moss: brown to black in color, weed and seed free granulated raw peat.

1. Provide ASTM D2607 sphagnum peat moss with a pH below 6.0 for ericaceous plants.

2.1.8 Planting mixture Type A - trees: standard planting backfill shall be a mixture of ½ native soil (excavated from plant pits), ¼ topsoil, and ¼ sand. Add fertilizer Type "A" and "B" to planting mixture per manufacturer's requirements. Follow planting details.

2.1.9 Planting mixture Type B for perennial flowers, groundcover beds, and ericaceous plants: planting backfill shall be a mixture of 1/3 screened topsoil, 1/3 sand and 1/3 peat. All existing soil shall be excavated and removed. Adding fertilizer types "A" and "B" to mixture per manufacturer's requirements. Follow planting details.

2.1.10 Planting mixture Type C for annual flower beds: same as Type "B". Submit a sample to the Landscape Architect for approval prior to installation.

2.1.11 Planting mixture Type D for Bioretention Soil Mix, for use with shrubs and perennials in a bioswale, rain garden or bioretention area. Planting backfill shall be a mixture of 50%-60% coarse sand, 25%-35% screened topsoil, and 10-15% Compost by volume. The following criteria for bioretention soil mix shall be provided:

1. Maximum clay content: 15%
2. Clay and silt content: 25%-40%
3. Nutrient content: 15-30 mg/kg
4. Hydraulic Conductivity: 1-4 inches per hour
5. Organic Matter Content: 2%-5%

Adding fertilizer to mixture per manufacturer's requirements and soil testing recommendations. Follow detail for installation. Submit a sample and testing results to the Landscape Architect for approval prior to installation.

2.1.12 Planting mixture Type E for Planter Soil Mix, Metro Mix 900 in 3 cubic foot bags or approved equal.

2.1.13 Plant fertilizer Type A to be "Drimanure" applied per manufacturer recommendations.

2.1.14 Plant fertilizer Type B to be "14-14-14". Apply per manufacturer recommendations.

2.1.15 Bone Meal - 5 lbs. per cubic yard of soil mixes.

2.1.16 Lime to be ground dolomitic limestone, ninety-five percent (95%) passing through #100 mesh screen. Use to adjust soil pH only under direction of Landscape Architect.

2.1.17 Sand to be clean, coarse, ungraded conforming to ASTM-C-3 for fine aggregates.

2.1.18 Anti-Desiccant: protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with Manufacturer's instructions.

2.1.19 Shredded bark mulch shall be double processed, dark shredded hardwood bark that is clean, free of debris and sticks. Materials shall be uniform in size, shape, and texture. Submit samples to Landscape Architect for approval prior to installation. Install mulch to finish grade, level smooth, without ridges, humps, or depressions.

2.1.20 Water: free of substances harmful to plant growth. Hoses or other methods of transportation shall be furnished by Sub Contractor.

2.1.21 Stakes for staking (3) Three Hardwood, 2" x 2" x 8'-0" long. Driven a min. of 18" deep firmly into subgrade prior to backfilling. Stakes for guying: Hardwood, 2" x 2" x 36" long.

2.1.22 Guying/staking material: With 2"-3" wide fabric straps, connect from tree to stake. Remove after (1) year, allow for flexibility (do not use wire & hose).

2.1.23 Tree wrap: standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Secure tree wrap with biodegradable material at top and bottom. Remove after first winter.

2.1.21 Twine: two-ply jute material.

2.2 MEASUREMENTS

2.2.1 Measure height and spread of specimen plant materials with branches in their normal positions as indicated on Drawings or Plant List.

2.2.2 The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.

2.2.3 Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest direction would be classified as 12 inch stock.

2.2.4 Plants properly trimmed and transplanted should measure same in every direction.

2.2.5 Measure caliper of trees 6 inches above surface of ground.

2.2.6 Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed.

2.2.7 Plant materials larger than those specified may be supplied, with prior written approval of Landscape Architect, and:

1. If complying with Contract Document requirements in all other respects.
2. If at no additional cost to Owner.
3. If sizes of roots or balls are increased proportionately.

2.2.8 The height of the trees, specified by height, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated on the drawings.

3.0 EXECUTION

3.1 INSPECTION

3.1.1 Landscape Architect or General Contractor's representative must approve proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.

3.1.2 Individual plant locations shall be staked on the project site by the Landscape Contractor and approved by the Landscape Architect before any planting pits are dug. The Landscape Architect reserves the right to adjust plant material locations to meet field conditions, without additional cost to the General Contractor / Owner.

3.1.3 Accurately stake plant material according to the Drawings. Stakes shall be above grade, painted a bright color, and labeled with the name of the plant material to be installed at that location.

3.2 TIME OF PLANTING

3.2.1 Evergreen material: Plant Evergreen materials between September 1 and October 15 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.

3.2.2 Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in leaf, they shall be sprayed with anti-desiccant prior to planting operation.

3.2.3 Planting times other than those indicated must be acceptable to the Landscape Architect.

3.3 PREPARATION

3.3.1 General: See Landscape Preparation Section

3.3.2 Vegetation Removal

1. Strip existing grass and weeds, including roots from all bed areas leaving the soil surface one (1") inch below finish grade.
2. Herbicide: as required to prepare area for new planting applied to all ground cover, evergreen and shrubby beds and all mulch areas before application of preemergence herbicide, per

manufacturer's recommendations. Clean area of all dead material after five (5) days.

3. Pre-Emergence Herbicide: applied per manufacturer recommendations to same area where "Herbicide" has been applied and to planting bed areas, after area is cleared of dead vegetation.

4. Herbicides to be applied by licensed applicator as required by the State.

5. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide plant pits per planting details. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 6".

6. Roughen sides of excavations.

7. Provide premixed planting mixture Type "A" for use around the balls and roots of all deciduous and evergreen tree plantings.

3.3.3 Percolation Testing of Plant Beds

Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.

1. Dig a hole at least 12" in diameter by 12" in depth, with straight sides, in excavated plant beds.
2. Fill hole with water and let it sit overnight.
3. Refill hole the next day.
4. Measure the water level by laying a straight edge across the top of the hole, then use a tape measure or yardstick to determine the water level. Continue to measure the water level every hour until the hole is empty, noting the number of inches the water level drops per hour.

Any test holes with a rate of 1" or less an hour is considered to slow and recommendations to remedy issue shall be provided to Architect and Owner.

3.3.4 Ground Cover Beds, Perennial Flower Beds, and Ericaceous Plant Beds

1. Excavate existing soil to 12" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Set plants according to drawings and backfill entire bed with premixed planting mixture Type "B". Ground Cover shall be planted after bed has been backfilled with plant mix and mulched. Plant ground cover through mulch and into plant mix.

3.3.5 Mass Shrub Beds / Hedge Beds:

1. Excavate existing soil to 18" depth over entire bed area and remove soil from site. Scarify bottom of the bed to a 4" depth. Set plants according to drawings and Specifications. Backfill entire bed with (premixed) specified planting mixture Type "A".

3.3.6 Annual Flower Beds:

1. Excavate existing soil to 8" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Backfill entire bed to an 8" depth with premixed planting mixture "Type B".

3.4 INSTALLATION

3.4.1 Planting shall be performed only by experienced workman familiar with planting procedures under the supervision of a qualified supervisor.

3.4.2 Planting pits shall be round, with vertical sides and flat bottoms, and sized in accordance with outlines and dimensions shown on the planting details.

3.4.3 See drawings for planting details.

3.4.4 If obstructions are encountered that are not indicated, do not proceed with planting operations until alternative plant locations have been selected and approved in writing by the Landscape Architect. Where location or spacing dimensions are not clearly shown, request clarification by the Landscape Architect.

3.4.5 Set plant material in the planting pit to proper grade and alignment.

1. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure.

2. Set plant material so it is flush to finish grade after settling, or 1-2" higher in poorly drained soil, or as directed by Landscape Architect.

3. No filling will be permitted around the trunks or stems.

4. Do not cover top of root ball with soil.

5. Backfill pit with planting mixture. Do not use frozen or muddy mixtures for backfilling.

6. Form a ring of soil around the edge of the planting pit to retain water.

3.4.6 After balled and burlapped plants are set, tamp planting mixture around of balls and fill all voids and remove air pockets.

3.4.7 Remove all burlap, ropes, and wires from top 1/3 of balls.

3.4.8 Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 12" of trunks and shrubs and to within 6" of planting bed.

3.4.9 Spread and arrange roots of bare rooted plants in their natural position. Work in planting mixture. Do not mat roots together. Cut all broken and frayed roots before installing planting mixture.

3.4.10 Water immediately after planting.

3.4.11 Apply pre-emergent herbicide to bed areas per manufacturer's recommendations before mulching.

3.5 MULCHING

3.5.1 Mulch trees and shrub planting pits and shrub beds with shredded hardwood bark mulch 3" deep to dipline immediately after planting. Leave 3" circle of bare soil around tree trunk. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.

3.5.2 Mulch shall not be placed in contact with trunks or stems.

3.5.3 Mulch ground cover beds with shredded bark mulch 2" to 3" deep prior to planting.

3.5.4 Plant ground cover through mulch.

3.6 WRAPPING, GUYING, AND STAKING

3.6.1 Inspect trees for injury to trunks, evidence of insect infestation and improper pruning before wrapping.

3.6.2 Wrap trunks of all trees spirally from bottom to top with specified tree wrap and secure in place.

3.6.3 Stake deciduous trees under 4" caliper. Stake evergreen trees under 6'-0" tall and over with metal fence post, three (3)per tree.

3.6.4 Stake/guy all trees immediately after installation. When high winds or other conditions which may effect tree survival or appearance occur during the warranty period, the Sub-Contractor shall immediately repair the staking/guying.

3.6.5 Guy deciduous trees 4" caliper and over. Stake evergreen trees 6'-0" tall and over with metal fence post, three (3) per tree.

3.6.6 All work shall be acceptable to the Landscape Architect/Owner's representative.

3.7 PRUNING

3.7.1 Remove or cut back broken, damaged, and unsymmetrical growth of new wood.

3.7.2 Multiple leader plants: preserve the leader which will best promote the symmetry of the plant. Do not prune terminal leader. Cut branches flush with the trunk of the main branch, at a point beyond a lateral shoot or bud a distance of not less than ½ the diameter of the supporting branch. Make cut on an angle.

3.7.3 Prune evergreens only to remove broken or damaged branches.

3.8 MAINTENANCE

3.8.1 See Landscape Maintenance and Warranty Standards.

3.9 CLEANING

3.9.1 Perform cleaning during installation of the work and upon completion of the work. Remove from all site excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

END OF SECTION

LANDSCAPE MAINTENANCE AND WARRANTY STANDARDS

1.0 GENERAL

1.1 SUMMARY

1.1.1 Includes But Not Limited To

1. Provide maintenance for new landscaping as described in Contract Documents.

2. The requirements of the Section include a one (1) year warranty period from date of acceptance of installation performed by the General Contractor's Representative and Landscape Architect.

2.0 PRODUCTS - Not Used

3.0 EXECUTION

3.1 PERFORMANCE

3.1.1 Acceptance of Installation

1. At the completion of all landscape installation, or pre-approved portions thereof, the Landscape Contractor's Representative shall request an inspection for Acceptance of Installation in which the Landscape Subcontractor, Landscape Architect, and General Contractor's Representative shall be present.

- a. Following the acceptance inspection a punch list will be issued by the Landscape Architect.
b. Upon completion of all punch list items, the Landscape Architect and/or General Contractor's Representative shall request an inspection for Acceptance of Installation and the beginning of the Project Warranty Period.
c. At the time of acceptance all plant material shall be of vigorous health and planting bed and mulch rings are weed free.
d. It is the responsibility of the Landscape Subcontractor to make the written request for inspection of installation in a timely fashion.

e. If there is plant material loss prior to the Landscape Subcontractor's written request for inspection of installation, the Landscape Contractor shall make all replacements of this dead material at no additional cost. These replacements are not considered to be the required one (1) replacement of dead plant material by the Landscape Subcontractor during the one (1) year project warranty period, as outlined below.

2. Landscape work may be inspected for acceptance in parts agreeable to the General Contractor's Representative and Landscape Architect provided work offered for inspection is complete, including maintenance as required.

3. For work to be inspected for partial acceptance, the Landscape Subcontractor shall provide a drawing outlining work completed and supply a written statement requesting acceptance of this work completed to date.

3.1.2 Project Warranty

1. The Project Warranty Period begins upon written preliminary acceptance of the project installation by the Landscape Architect and General Contractor's representative.

2. The Landscape Subcontractor shall guarantee trees, shrubs, ground cover beds and seeded or sodded areas through construction and for a period of one (1) year after date of Acceptance of Installation against defects including death and unsatisfactory growth, except for defects resulting from neglect, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Subcontractor's control.

3.1.3 Maintenance During One (1) Year Project Warranty

1. To insure guarantee standards, the following maintenance procedures for trees, shrubs, and ground covers shall be executed during construction and for the full Project Warranty Periods.

a. Landscape Subcontractor shall be responsible for only one (1) replacement of any plant materials during the one (1) year Project Warranty Period. These include those which are dead or in the opinion of the Landscape Architect are in an unhealthy or unsightly condition, or having lost natural shape, resulting from dieback, excessive pruning, or inadequate or improper maintenance as part of the guarantee.

b. Prior to any replacements, Landscape Subcontractor shall review individual plants in question with Landscape Architect to determine reason for plant demise.

c. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

d. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

e. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or diseases. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

f. The contractor will be responsible for irrigation system operation, watering schedules, watering amounts and general monitoring of irrigation system throughout construction, maintenance, and warranty period. Over watering or lack of water from the irrigation system is the responsibility of the landscape contractor and any required replacements at the cost of the contractor and not part of the warranty replacement.

2. Replacements must meet the standards specified on the Landscape plans and in the specifications, i.e. quality, species of plant material and planting procedures to receive approval of replacement materials by Landscape Architect.

3. Costs for replacements are assumed part of bid quotations and therefore will not result in an additional cost to General Contractor or Landscape

Exhibit E

Building Elevations



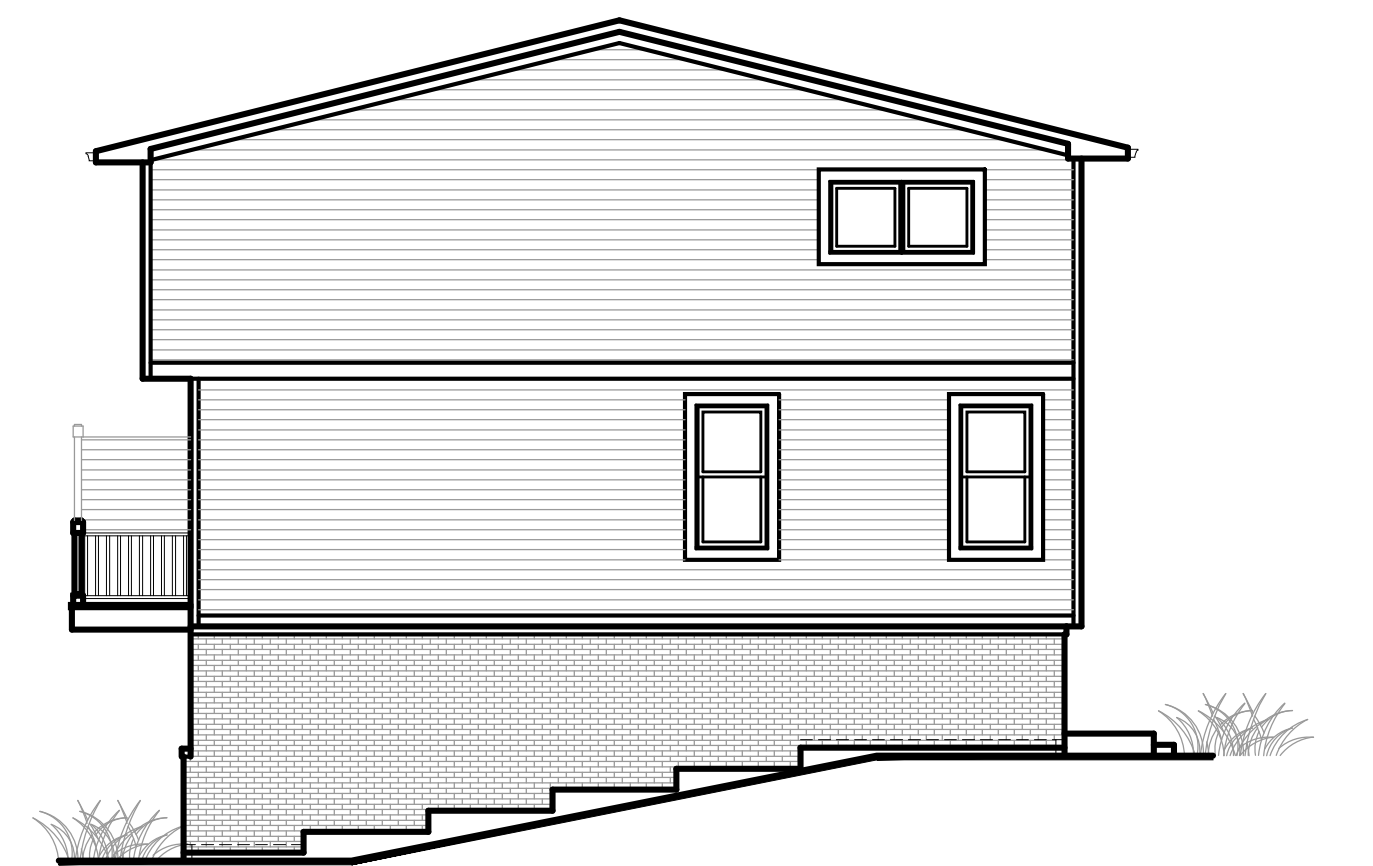
**3 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park



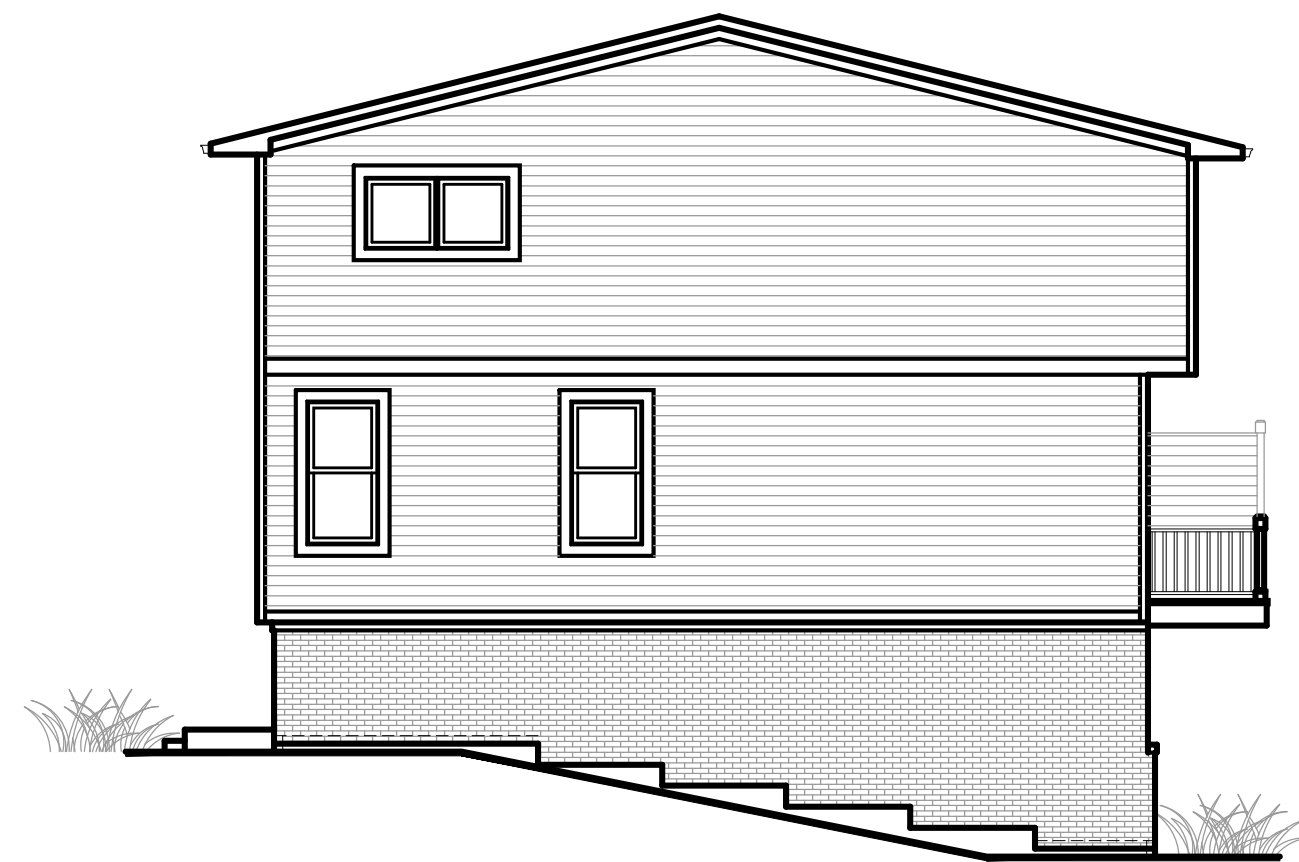
June 27, 2025

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Typical 3 Unit Assembly



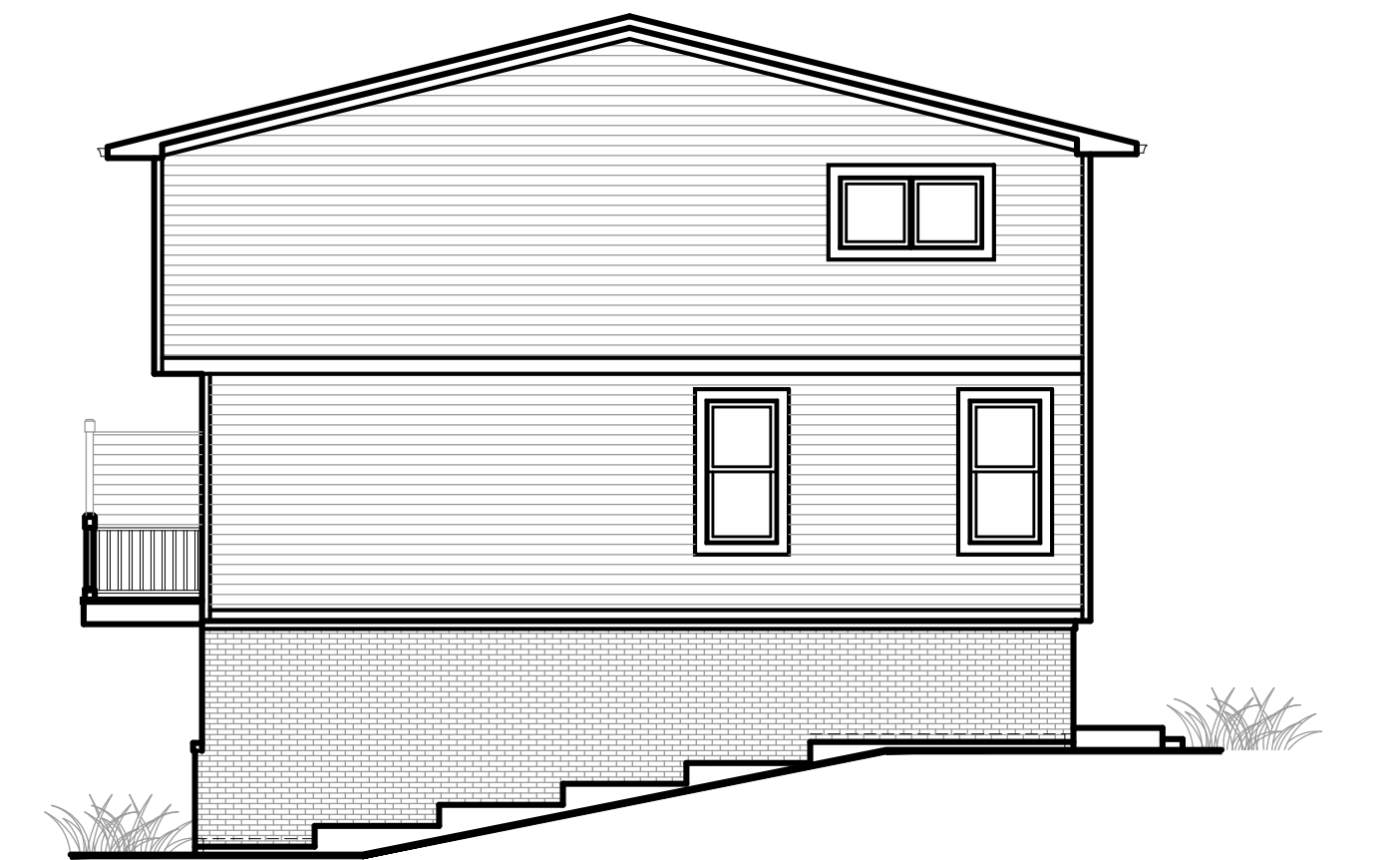
**4 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

Wesley Park

June 27, 2025



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Typical 4 Unit Assembly



**5 UNIT ASSEMBLY
FRONT ELEVATION**



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

Elevations

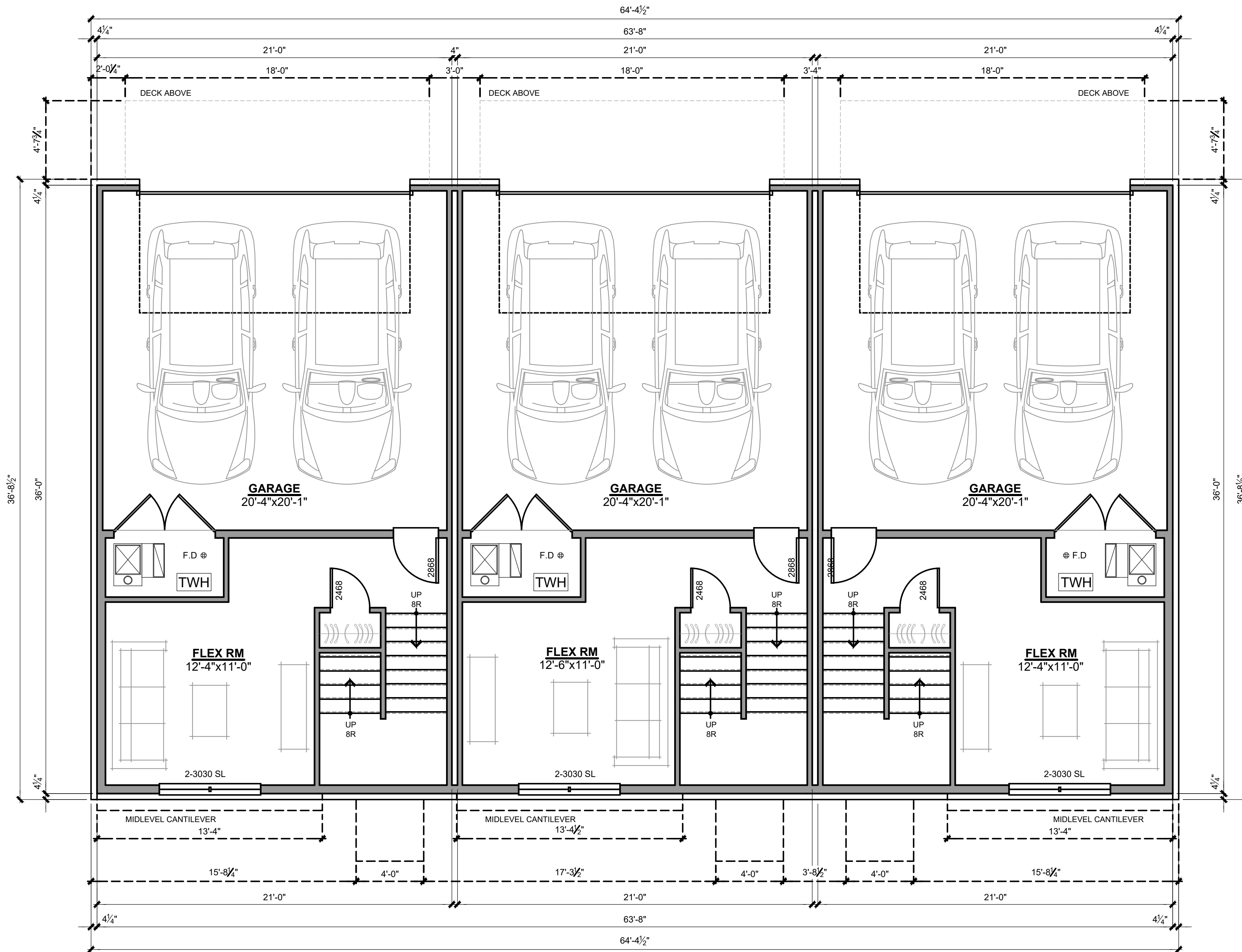
Wesley Park

June 27, 2025



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Typical 5 Unit Assembly



**UNIT A
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
340 SQ.FT

**UNIT B
LOWER LEVEL**

SCALE: 1/4" = 1'-0"
335 SQ.FT

**UNIT A
LOWER LEVEL**

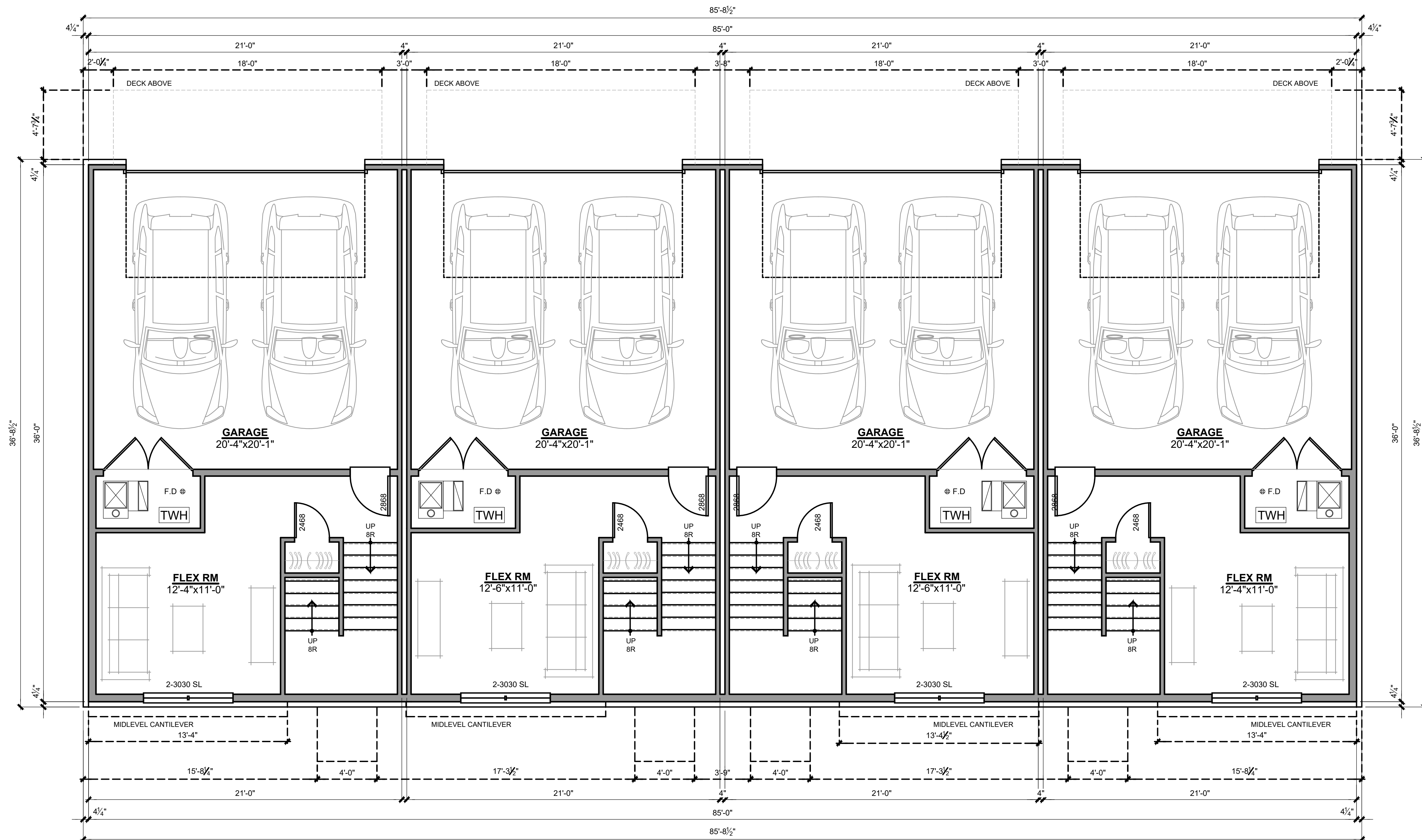
SCALE: 1/4" = 1'-0"
340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft



UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"

340 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"

335 SQ.FT

UNIT B LOWER LEVEL

SCALE: 1/4" = 1'-0"

335 SQ.FT

UNIT A LOWER LEVEL

SCALE: 1/4" = 1'-0"

340 SQ.FT

Square Footages: - Unit A

Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B

Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

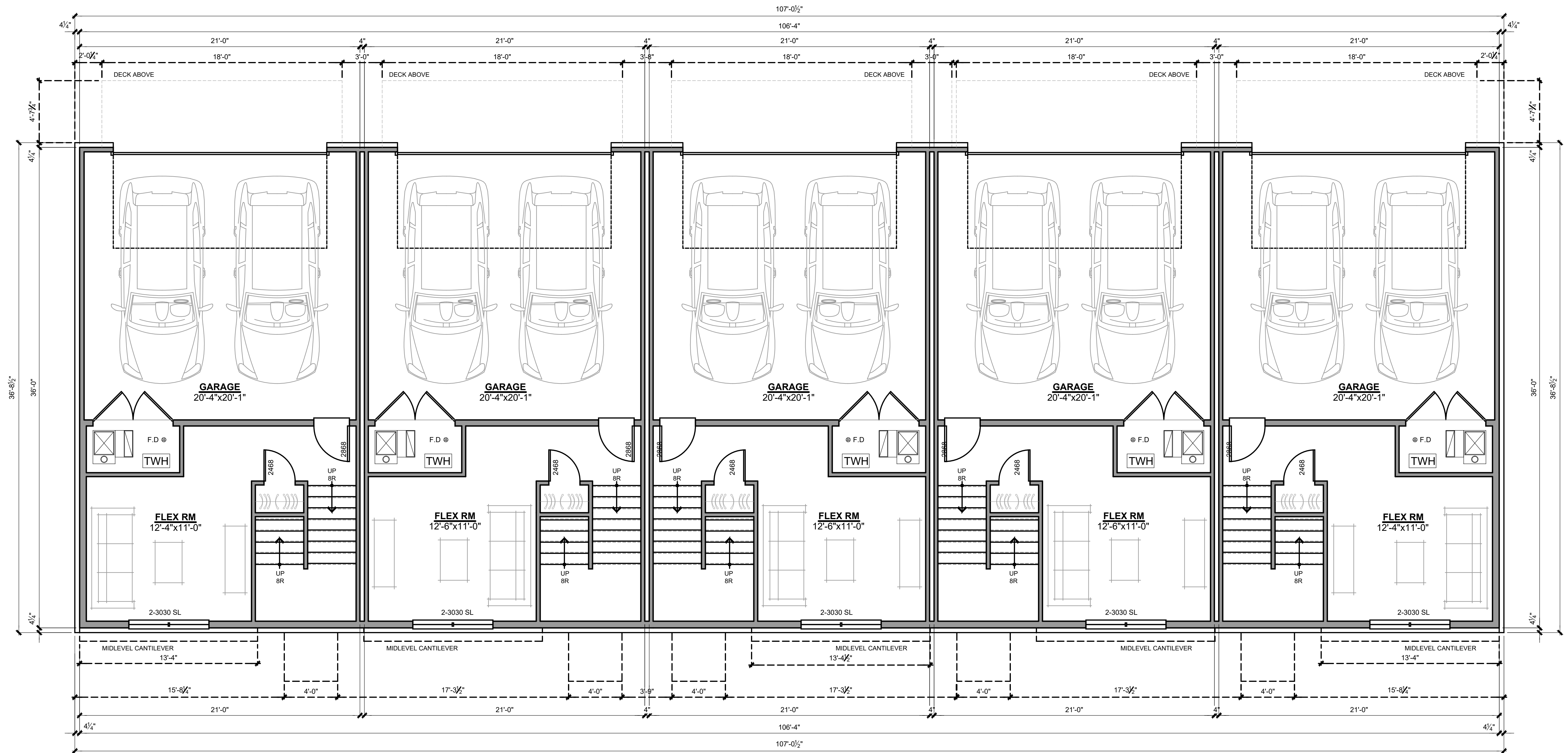
Wesley Park



June 27, 2025

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4 Unit Assembly



**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT B
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

**UNIT A
LOWER LEVEL**
SCALE: 1/4" = 1'-0"

Square Footages: - Unit A	
Lower Level	340 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1838 Sq.Ft

Square Footages: - Unit B	
Lower Level	335 Sq.Ft
First Floor Level	770 Sq.Ft
Second Floor Level	728 Sq.Ft
Total:	1833 Sq.Ft

Lower Level Floor Plans

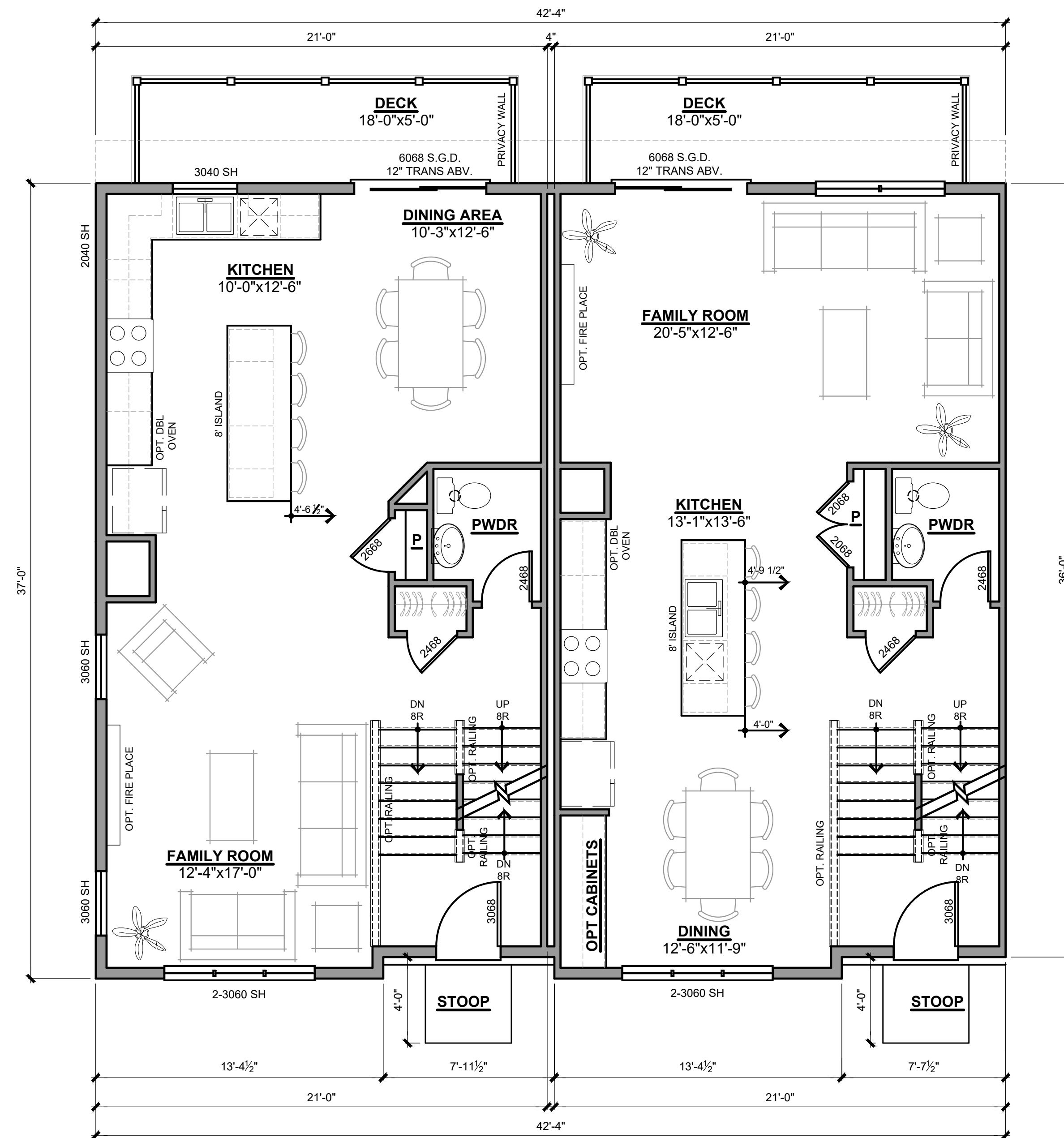
Wesley Park

June 27, 2025



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5 Unit Assembly



UNIT A MID LEVEL

SCALE: 1/4" = 1'-0"
770 SQ.FT

UNIT B MID LEVEL

SCALE: 1/4" = 1'-0"
770 SQ.FT

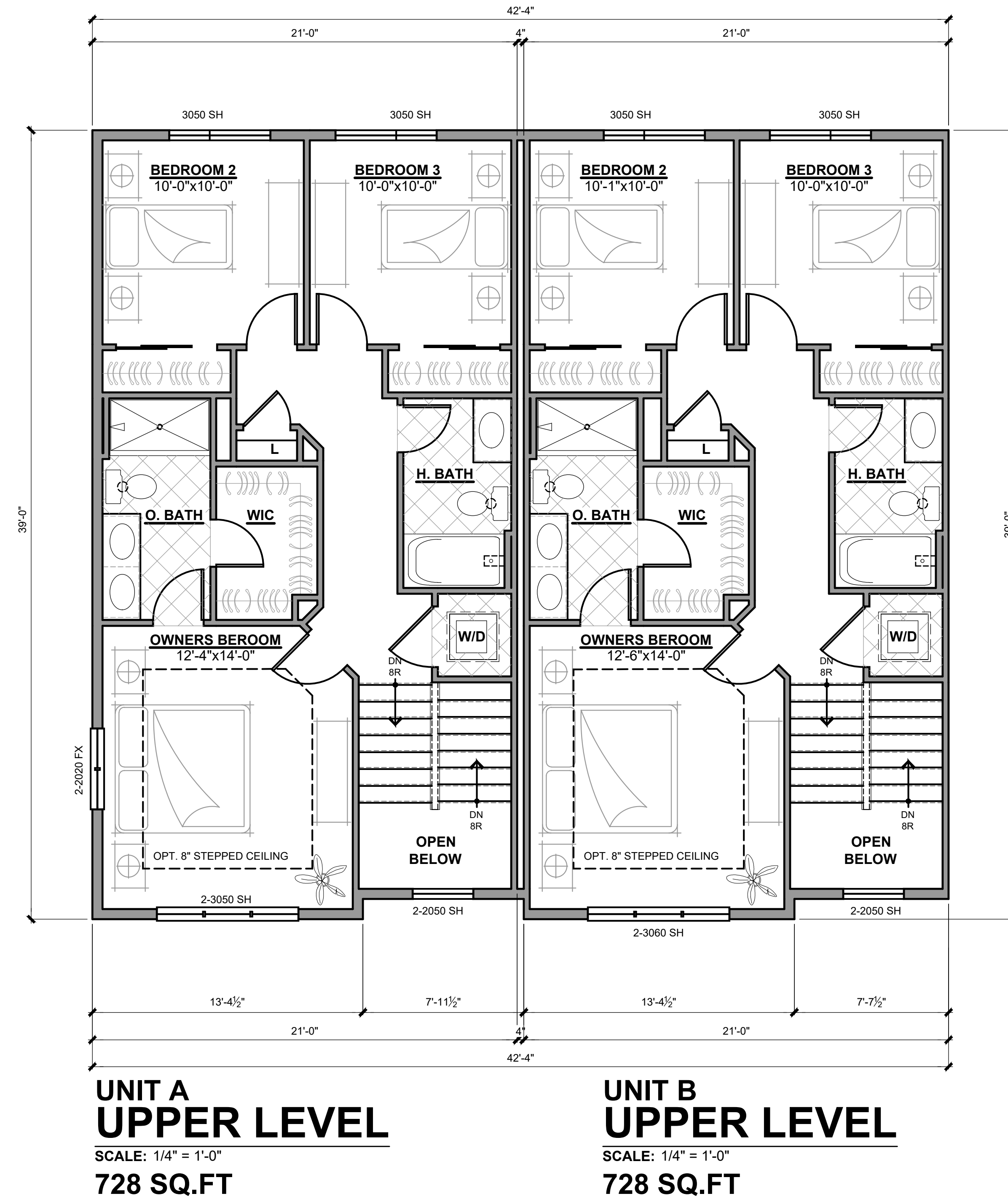
Mid Level Floor Plans

Wesley Park

June 27, 2025



© M/I Homes of Michigan



Upper Level Floor Plans

Wesley Park

June 27, 2025



© M/I Homes of Michigan



4 UNIT ASSEMBLY
FRONT ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
THE TRIM NOTED ON THE ELEVATIONS IS PROVIDED SOLELY AS A GUIDE FOR TRIM SIZES. ALL TRIM NOTED ON THE ELEVATIONS IS NOMINAL. SEE SPECIFICATIONS FOR TRIM FINISH AND MATERIAL.	
1	CEMENTITIOUS HORIZONTAL SIDING
2	CEMENTITIOUS PANEL CLADDING
3	4" CEMENTITIOUS TRIM BD
4	5" CEMENTITIOUS TRIM BD
5	8" CEMENTITIOUS TRIM BD
6	ARCHITECTURAL DIMENSION SHINGLES
7	VINYL SINGLE HUNG WINDOWS
8	BRICK MASONRY - QUEEN SIZE
9	ALUMINUM WRAPPED PORCH CANOPIES
10	WOOD RAILINGS
11	PRIVACY PARTITION
WOOD TRIM NOTE: 4/4 @ VINYL SIDING 5/4 @ HARDI SIDING	
DIVISION NOTE: IT IS THE RESPONSIBILITY OF EACH DIVISION TO DETERMINE, AT A DIVISIONAL LEVEL AS WELL AS COMMUNITY SPECIFIC LEVEL, THE DESIRED FINISH REQUIREMENTS OF SPECIFIC TRIM PIECES, WHETHER PAINTED, VINYL, OR ALUMINUM WRAPPED.	



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LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TYPICAL EXTERIOR TRIM FINISH	
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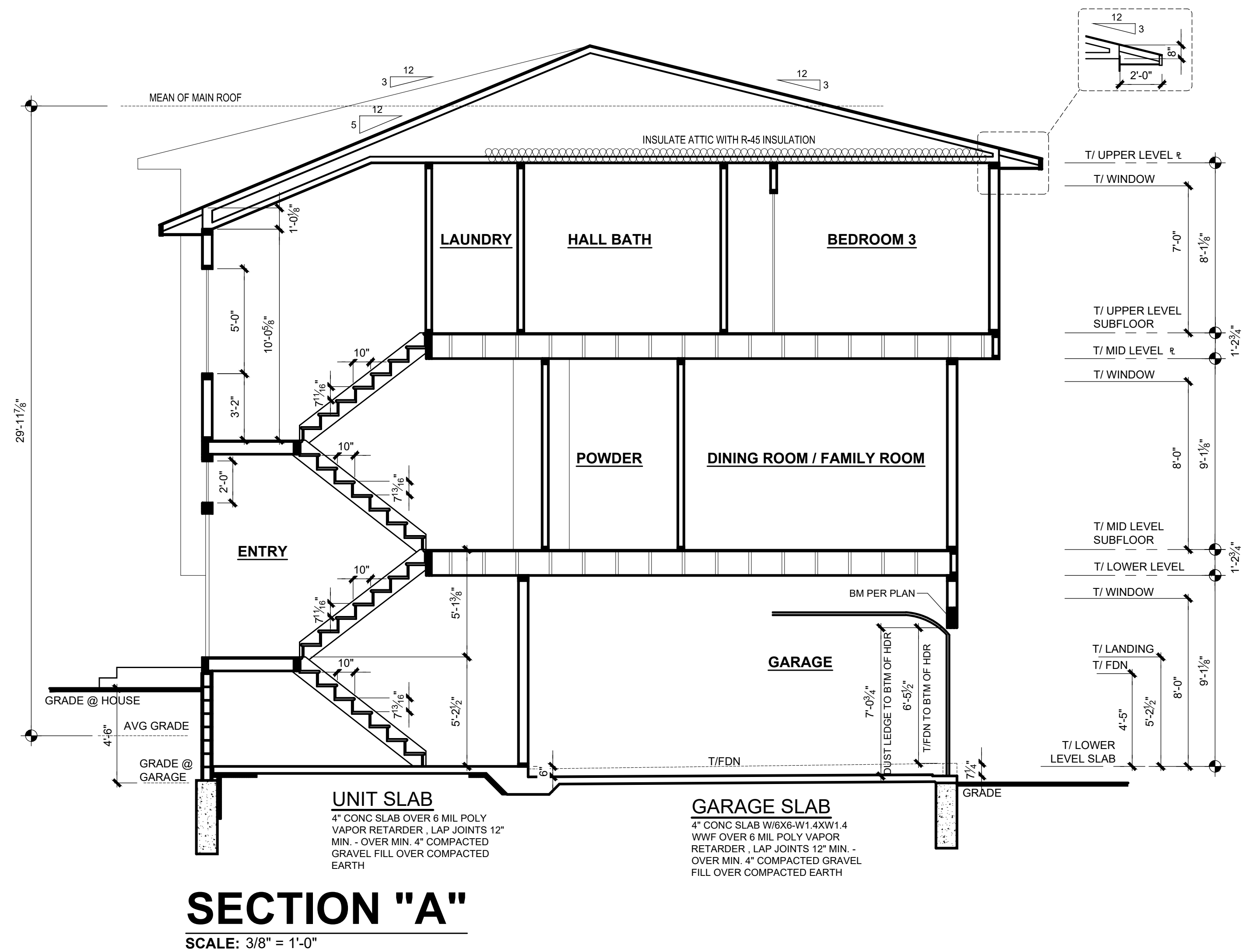
Preliminary Section

Wesley Park

June 27, 2025



© M/I Homes of Michigan





DECLARATION OF OPEN SPACE PRESERVATION EASEMENT

This Declaration of Open Space Preservation Easement (“**Declaration**”) is entered into this _____ day of _____, 2025, by MNK Troy 1 LLC, a Michigan limited liability company, whose address is 1052 Oak Tree Lane, Bloomfield Hills, Michigan 48304 (“**Declarant**”).

RECITALS:

A. Declarant owns the real property located in the City of Troy (the “**City**”), Oakland County, Michigan, which is more particularly described on **Exhibit A** attached hereto (the “**Property**”). Declarant or Declarant’s successor-in-title to the Property intends to establish the Property as a residential condominium project to be known as Wesley Park (the “**Condominium Project**”) by recording a master deed with the Oakland County Records (the “**Master Deed**”).

B. In accordance with terms of the Conditional Rezoning Agreement entered into between the City and Declarant, Declarant has offered to voluntarily preserve and protect the portion of the Property described on **Exhibit B** attached hereto (the “**Open Space**”).

Therefore, Declarant hereby declares that the Property shall be owned, occupied and conveyed subject to the easement, covenants and restrictions which are set forth below, all of which shall run with the land and bind the Property and all parties that hereafter have any right, title or interest in and to the Property, or any portion thereof.

1. **Easement.** Declarant hereby establishes a perpetual non-exclusive easement (the “**Open Space Easement**”) on, over and under the Open Space. The Open Space shall be identified on the subdivision plan that is attached as Exhibit B to the Master Deed (“**Subdivision Plan**”) for the purpose of preserving such Open Space in accordance with this Declaration.

2. **Use Restrictions.** The Open Space shall be preserved in perpetuity as landscaped open space. The owners of condominium units within the Condominium Project, including without limitation, the association formed to administer the affairs of the condominium established within the Condominium Project (the “**Condominium Association**”) shall refrain from and prevent any other person from altering or developing the Open Space in any way. This includes, but is not limited to refraining from: (a) alteration of the finish grade of the Open Space established by Declarant; (b) installation of roads, drives, streets or other paved surfaces; (c) dredging, removal, balancing, grading or excavation of any soil or minerals; (d) construction or

installation of any structure, except as provided in Paragraph 5 below; (e) plowing, tilling, or cultivating the soils or vegetation; (f) alteration or removal of vegetation planted or preserved by Declarant in accordance with the landscaping plans for the Condominium Project that have been approved by the City; (g) storage or disposal of garbage, trash, debris, abandoned equipment or accumulation of machinery, or other waste materials, including accumulated vegetative debris such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Open Space; (h) use or storage of off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles; (i) placement of billboards or signage; and (j) cutting down, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation planted or preserved by Declarant in accordance with the landscaping plans for the Condominium Project that have been approved by the City, except for the removal of dead trees or limbs. The foregoing restrictions are in addition to any restrictions pertaining to the Open Space that are contained within the Master Deed.

3. **Administration and Maintenance of Open Space.** The Master Deed will identify the Open Space as a general common element of the Condominium Project and the location of the Open Space will be identified on the Subdivision Plan. The restrictions, rules and regulations regarding the Open Space that will be set forth in the Master Deed will be in addition to the restrictions set forth in this Declaration. Any future amendments to the Master Deed relating to the use of the Open Space shall be consistent with the covenants and restrictions contained in this Declaration. The Condominium Association shall be responsible for maintaining the Open Space in accordance with this Declaration and the Master Deed.

4. **Access to and Use of Protected Open Space.** The owners of condominium units within the Condominium Project and their invitees and guests shall have the exclusive right to access and use the Open Space for passive recreational purposes. In addition, the Condominium Association shall have access to the Open Space for the purpose of performing its responsibilities under this Declaration and the Master Deed. Access to or use of the Open Space by any persons other than Declarant, the Condominium Association and the owners of condominium units within the Condominium Project and their invitees and guests shall require Declarant's consent during the period Declarant owns any portion of the Condominium Project and shall thereafter require the consent of the Condominium Association.

5. **Rights Reserved by Declarant.** Notwithstanding anything to the contrary contained in this Declaration, including the provisions of Paragraph 2, Declarant hereby reserves the following rights regarding the Open Space:

(a) The right to grade, develop, improve, and landscape the Open Space in accordance with the site plan, landscaping plan and engineering plans for the Condominium Project that have been approved by the City, and to install and operate an irrigation system with respect to all landscaped Open Space.

(b) The right to grant easements for the use, maintenance, repair and replacement of any utilities installed within the Open Space in accordance with the site plan, landscaping plan and engineering plans for the Condominium Project that have been approved by the City.

(c) The right to plant trees and vegetation in accordance with the landscaping plans for the Condominium Project that have been approved by the City as well as additional landscaping that, Declarant, in its sole discretion, determines is beneficial to the Condominium Project, and to install and operate an irrigation system with respect to such landscaping.

(h) The right to establish one or more additional easements that do not adversely affect the Open Space, provided that any such easement either is identified in the Subdivision Plan or is otherwise approved by the City.

6. **Miscellaneous.**

(a) The Open Space Easement and the covenants and restrictions contained in this Declaration shall run with the land, and shall bind and inure to the benefit of the Condominium Project and the future owners thereof.

(b) The captions preceding the text of each paragraph are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration.

(c) Invalidity of any of the provisions contained in this Declaration, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof of the application thereof to any other person and the same shall remain in full force and effect.

(d) Except as provided below, this Declaration may be amended by the owner of the Condominium Project. For purposes of the foregoing, the developer of the Condominium Project shall be deemed to be the owner of the Condominium Project during the period such developer owns any portion of the Condominium Project (including units therein) and thereafter the Condominium Association shall be deemed to be the owner of the Condominium Project for purposes of this subparagraph. An amendment to this Declaration shall be effective upon the recordation of such amendment with the Oakland County, Michigan Register of Deeds. Notwithstanding anything to the contrary contained herein, this Declaration may not be terminated, amended or otherwise modified without the prior approval of the City.

(e) Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Open Space Easement to the general public. Except as herein specifically provided, no right, privileges or immunities of any owner of all or any portion of the Condominium Project shall inure to the benefit of any third party, nor shall any third party other than the City be deemed to be a beneficiary of any of the provisions of this Declaration.

(f) The Open Space Easement shall not merge by virtue of Declarant or Declarant's successors in title holding title to any all or any portion of the Condominium Project.

IN WITNESS WHEREOF, this Declaration of Easement, Covenants and Restrictions has been executed as of the day and year first written above.

DECLARANT:

MNK Troy1 LLC,
a Michigan limited liability company

By: _____

Its: _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of MNK Troy1 LLC, a Michigan limited liability company, on behalf of such entity.

_____, Notary Public
_____ County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

Drafted By and
When Recorded Return To:

Duncan P. Ogilvie
SK Detroit Law Partners, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075
(248) 353-7620

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Parcel 1:

The West 500 feet of Lot 37, also the West 500 feet of that part of Lot 38, described as beginning at the Northwest corner of Lot 38, thence South 89 degrees 53 minutes 15 seconds East 1,058.79 feet to the Northwest corner of Lot 38; thence South 00 degrees 36 minutes 30 seconds East 128.35 feet; thence North 82 degrees 59 minutes 15 seconds West 1,068.14 feet to the point of beginning, SQUARE ACRES SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Liber 44, Page 48 of Plats, Oakland County Records, located in Town 2 North, Range 11 East, Section 14, City of Troy, Oakland County, Michigan, except the West 15 feet of the above description parcel taken for Rochester Road.

Tax Parcel No.: 88-20-14-301-031

Commonly known as 4396 Rochester Road

Parcel 2:

Part of the Northwest 1/4 of Section 14, Town 2 North, Range 11 East, beginning at West 1/4 corner, thence North 00 degrees 36 minutes 30 seconds West 219.59 feet, thence South 89 degrees 47 minutes 15 seconds East 325.00 feet, thence South 00 degrees 16 minutes 30 seconds East 219.59 feet, thence North 89 degrees 47 minutes 15 seconds West 325 feet to the point of beginning.

Tax Parcel No.: 88-20-14-152-001

Commonly known as 4516 Rochester Road

Exhibit B

DESCRIPTION OF THE OPEN SPACE

From: Cynthia Green

To: Planning

Subject: Conditional Rezoning Agreement between City of Troy and MNK Troy 1 LLC

Date: Monday, August 11, 2025 1:06:34 PM

You don't often get email from cynthia.marie.green@gmail.com. [Learn why this is important](#)

Public comment in regards to Conditional
Rezoning Agreement between the City of Troy and MNK Troy 1 LLC

Attention of the Planning Department:

We have some concerns about the conditional rezoning of the Shallowbrook townhomes.

The homeowners affected by this development spent a great deal of time working with the developers.

The city was very happy that we worked together.

Now the plan is being changed. We are not happy and are hoping the city will think about the homeowners.

*We are upset about the reduction of trees promised and the increased height of the buildings.

*I am hoping that the amount and type of trees stays the same.

*We were assured over and over by the previous developer that the buildings would not tower over our yard. Now it seems that the city is considering granting taller buildings or the design of the buildings to be higher than were indicated or misleading by the original proposal .

The proposed plan has the building directly west of me being 38 feet away from the rear property line(approx 250 feet away from my house) .

The closest building to the south of my property line is 46.6 feet away from the rear property line (approx 190 feet from my house)

We are one of the homeowners most directly impacted by the height and/ or design of the buildings closest to our property line.

The height and/ or design of the buildings will directly impact us . With much hard work and time spent, the design and height was negotiated and agreed upon with the former developer, the homeowners and the City of Troy .

*I am hoping you will honor this and consider the homeowners of Troy.

Thank you,

Cynthia Green
Edward Green
4481 Harold

On July 15, 2025, at 7:00 p.m., Chair Bossenbroek called the Zoning Board of Appeals meeting to order.

1. ROLL CALL

Present:

Michael Bossenbroek
Barbara Chambers
Thomas Desmond
Aaron Green
Jeffrey Forster
Mahendra Kenkre
Jim McCauley

Also Present:

Paul Evans, Zoning and Compliance Specialist
Nicole MacMillan, Assistant City Attorney

2. PROCEDURE- read by Vice Chair Desmond

3. APPROVAL OF MINUTES – May 20, 2025

Moved by Chambers
Second by McCauley

RESOLVED, to approve the May 20, 2025 draft minutes.

Yes: All

MOTION PASSED

4. APPROVAL OF AGENDA – no changes.

5. HEARING OF CASES:

1230 South Boulevard, Doris C. Plantus - A variance request to allow a shed in a front yard. The Zoning Ordinance allows sheds only in a rear yard. The shed was constructed without a building permit.

Moved by Green
Second by Desmond

RESOLVED, to grant the request.

Moved by McCauley
Second by Bossenbroek

RESOLVED, to amend to motion to require a 70 foot setback and that a Building Permit be obtained.

No: All

MOTION FAILED

Vote on the first motion

All: Yes

MOTION PASSED

6. COMMUNICATIONS – none.

7. MISCELLANEOUS BUSINESS

A. Discuss recommending potential Zoning Ordinance Text Amendment to the Planning Commission.

Moved by Bossenbroek
Second by Green

RESLOVED, to approve the resolution as presented in the agenda and that, and to authorize member McCauley to represent the Board to the Planning Commission.

All: Yes

MOTION PASSED

B. Training presentation led by Assistant City Attorney MacMillan.

8. PUBLIC COMMENT –None

9. ADJOURNMENT –The Zoning Board of Appeals meeting ADJOURNED at 9:26 p.m.

Respectfully submitted,



Michael Bossenbroek, Chair



Paul Evans, Zoning & Compliance Specialist



500 West Big Beaver
Troy, MI 48084
troymi.gov

O-02a

CITY COUNCIL AGENDA ITEM

Date: August 20, 2025

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Courtney Flynn, Communications Director

Subject: 2025 Bond Proposal Communications Plan Updates

Background

The Troy City Council approved ballot language at its July 14 meeting that allows residents to shape the City's future. The ballot proposal for the November 4, 2025, election asks if the City of Troy shall borrow up to \$137 million, to be paid back over 20 years, to build a new library, improve local roads, invest in parks and recreation amenities, and support public safety.

The City Council's decision to place this question on the November ballot came after more than a year of research and public meetings regarding the City's infrastructure needs. Supporting information that identified the City's needs to provide additional investment into its infrastructure includes the Troy Public Library's Strategic Plan, the decline of the City's capital property tax revenue, the overall age of City infrastructure, and evaluations of City roads, facilities, and parks.

To best inform and engage the public on why the bond proposal was placed on the ballot and what it would mean for the community if it is approved or denied by voters, a detailed Communications Plan has been put into motion. The purpose of this memo is to provide regular updates on the Communications Plan by describing what actions have been taken every week to disseminate bond proposal information.

Week of July 14:

The Bond Proposal webpage went live. This page has all updated project information, FAQs, and access to all City Council meetings where the proposed bond was discussed.

Two social media posts were published.

Announcement of Bond Proposal:

- Views: 17,190
- Comments: 14

Announcement of Bond Webpage going live:

- Views: 3,142
- Comments: 3

C&G Newspaper publishes article:

<https://www.candgnews.com/news/council-approves-137-million-bond-proposal-for-november-ballot-8799>

One social media post

Bond Proposal \$137 Million breakdown of the \$137 million

- Views: 17,190
- Comments: 152

Week of July 28:

Bond trifolds made available to the public in City facilities and on the 2025 Bond webpage.

Troy Talk, previously held on July 30, will be rebranded as “Bond Talk” moving forward, until the election.

An email for general bond questions was created and made public on the website (2025bond@troymi.gov).

Business cards with QR codes to the website have been ordered for distribution at events and in City buildings.

Two social media posts

Bond Proposal Breakdown: Yes v No Vote

- Views: 11,094
- Comments: 70

How to calculate how the bond would impact you

- Views: 10,260
- Comments: 42

Oakland Press publishes article:

<https://www.theoaklandpress.com/2025/07/31/troy-voters-to-decide-bond-initiative-that-includes-new-library/>

Two Troy Today informational ads have been finalized and sent to the printer.

The website host was contacted to improve the appearance and usability of the Bond webpage.



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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Six social media posts

Project Breakdown Library

- Views: 18,323
- Comments: 85

Project Breakdown Roads

- Views: 9,373
- Comments: 64

Announcement of Town Hall at TPL on Aug. 14

- Views: 2,427
- Comments: 0

Project Breakdown Parks and Rec

- Views: 11,094
- Comments: 70

Project Breakdown Public Safety

- 5,160 views
- 34 comments

Check out the Bond website for FAQs and more

- 8,381 views
- 75 comments

The library e-newsletter was sent to subscribers with information regarding the library portion of the proposed bond.

Citizen Engagement Schedule finalized and published on troymi.gov/2025.

Community Engagement Opportunity: Aug. 7 @ Summer Concert Series

- Staff engaged with concert attendees, many of whom who were unaware of the bond proposal. Informational flyers and pamphlet were handed out to increase education.

Week of Aug. 10:

Two social media posts

Comparison of Troy's City taxes v other communities

- Views: 11,828
- Comments: 33

Aug. 14 Town Hall Reminder

- Views: 2,585
- Comments: 0



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Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Aug. 14 2025 Bond Town Hall at the Troy Public Library

- There were about 20 attendees who listened to a 20-minute PowerPoint presentation from City Manager Frank Nastasi. The presentation covered everything from why the question is on the ballot, how City Council decided on the \$137 million bond, and what the projects will entail if the proposal is approved by voters. Following the presentation, there was a healthy question and answer session, with the below questions asked. Staff from the City Managers Office, Library, Finance, Recreation, Public Works, Police, and Communications all attended the Town Hall to assist in answering detailed questions. The questions listed below will be added the FAQs and uploaded to the website soon.

2025 Bond Proposal Informational flyer sent to printer to be inserted in utility bills for the months of August, September and October. This insert will reach 27,175 homes.

2025 Bond Information Poster Boards sent to print. Expected to be displayed in City Hall, Community Center, Library and DPW beginning the week of Aug. 25. One will also be used at community engagement events.

Week of Aug. 18:

Six social media posts

Bond FAQ: Grant Funding for the City

- Views: 4,302
- Comments: 36

Library Tour Information

- Views: N/A
- Comments: N/A

Bond Talk Information

- Views: N/A
- Comments: N/A

Sept. Town Hall Promotion

- Views: N/A
- Comments: N/A

Sept. Town Hall Promotion

- Views: N/A
- Comments: N/A

Size needs for TPL

- Views: N/A
- Comments: N/A



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CITY COUNCIL AGENDA ITEM

Aug. 20 2025 Bond Community Engagement Session
at Summer Concert Series in Stine Park

Email sent to HOAs with information on Community
Engagement sessions and general bond proposal
information.

Staff continues to work on information materials for the bond proposal, such as new social media posts, large posters for City facilities, yard signs with QR codes to the website, and informational postcards to be mailed to Troy voters. The FAQ on the website is updated weekly, with the newest version being posted every Friday. Library tours continue to be advertised and provided to interested parties.



Letter of Appreciation

To: Mr. Ethan Baker
Mayor, City of Troy

To: Mr. Frank Nastasi
City Manager, City of Troy

Dear Mayor Baker and Mr. Nastasi,

I would like to take a moment, on behalf of our entire team, to express my gratitude and sincere appreciation for the outstanding efforts of the Planning Department's Mr. Brent Savidant, as well as the invaluable contributions of Mr. Ben Carlisle of Carlisle Wortman Associates, in advancing sustainable community development and thoughtful planning for the City of Troy.

The Troy Planning Department has been instrumental in ensuring that the city continues to grow in a way that balances economically attainable home ownership and environmental responsibility, while preserving our community's character. They have done so successfully while navigating a challenging community and development landscape.

I would also like to commend Mr. Carlisle and his team for their commitment to thoughtful planning principles that will benefit both current residents and generations to come. Their dedication to engaging stakeholders, fostering collaboration, and implementing best practices in planning has set a strong foundation for a vibrant and resilient future.

Please accept our gratitude for the vision and dedication that you, your administration, and the Planning Department continue to demonstrate. The City of Troy is fortunate to benefit from such committed leadership and expertise in guiding our community's growth.

With appreciation,

E. Nikolla

A handwritten signature in black ink, appearing to read 'E. Nikolla', written over a horizontal line.

Principal

Eureka Innovation Development

5920 Livernois Ste 200, Troy MI 48098