



CITY COUNCIL AGENDA ITEM

Date: September 20, 2021

To: Mark Miller, City Manager



From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Lisa Burnham, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Dumas, Library Director
Phillip Kwik, Assistant Library Director
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4 – Cooperative Purchasing Contract – Troy Public Library – Administration Area Renovation

History

- The Troy Public Library Administration area has not been renovated since its creation in 1984.
- It currently houses four staff – the director, the assistant director, a full-time administrative aide, and a part-time administrative aide.
- The furniture in the office is a mixture of desks from the 1980s, cabinets from the 1990s, and seating from 2000-2010. The furniture is mismatched, and most of it has outlived its usefulness.
- The Library's Administration area is not friendly for the staff nor public. There is little room to hold a conversation in the reception area. The hallways are narrow and overcrowded with furniture. The offices are bigger than needed, resulting in little to no storage space. Most staff are hidden from view. There is no room to have a confidential meeting. Air flow is not good. The window seals are broken, resulting in an uneven temperature environment.
- In October 2019, the Library hired John Tagle Associates to design a renovated Administration area. The Friends of the Troy Public Library donated \$3,950 for the design. The design was delivered to Library staff in March 2020.
- This renovation does several things: it creates a large, open air reception area for the public; it reduces the size of the office of director and assistant director, creating space for a fifth staff person; it doubles the storage space; and it creates a huddle room for confidential meetings and presentations.
- This renovation will also replace the failed exterior windows and balance the HVAC air flow in this area.
- In addition, new, efficient, and up to date furniture will be purchased for the area.
- The carpeting, new in January 2019, does not fall under the scope of this project and will not be replaced.
- The Friends of the Troy Public Library have pledged \$13,117 in FY2022 for this project – 6% of the project total cost.
- This renovation project will include four parts: interior renovation and exterior window replacement; new furnishings; air balancing and HVAC duct work; and architectural services during the construction phase. Each of these four parts will require a different vendor.



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Purchasing

- **Interior Renovation and Window Replacement:** On August 21, 2021, *National Restoration Inc, of Milford, MI* submitted a proposal to provide all material, labor and equipment for renovations to the Library's Administration area, including window replacement, as per provided plans and specifications in the amount not to exceed \$138,000 per the Oakland County Cooperative Purchasing Contract #005106. The company has completed many jobs for the City on time and in a satisfactory manner.
- **New Furnishings:** On September 20, 2021, *Library Design Associates, Inc., of Plymouth, MI* submitted a proposal for the purchase and installation of new furniture for the Library's Administration area in the amount of \$37,221 as per the Omnia Partners Cooperative Purchasing Contract #R191817. LDA has completed several projects for the Library, including the installation of new carpeting throughout the building, on time and in a satisfactory manner.
- **Air Balancing and HVAC Duct Work:** On August 26, 2021, *Limbach Engineering, of Pontiac, MI* submitted a proposal to provide all tools, equipment, materials and labor for air flow testing and duct work installation for the Library's Administration area in the amount not to exceed \$13,204 as per the Oakland County Cooperative Purchasing Contract #005013.
- **Architectural Services:** On September 2, 2021, *John Tagle Associates, Inc., of Royal Oak, MI* submitted a proposal for architectural services during the construction phase, in the amount of \$5,500. John Tagle Associates provided the design for the renovation, and has overseen several construction projects for the Library on time and in a satisfactory manner.
- City Council authorized participation in the Cooperative Purchasing Program on November 9, 2020 (Resolution #2020-11-165-J-8).
- This project is anticipated to be completed by January 31, 2022.
- A detail of the total cost of the Library Administration area renovations is listed below:

National Restoration, Inc.	\$138,000
Library Design Associates	\$37,221
Limbach Engineering	\$13,204
John Tagle Associates	\$5,500
10% Contingency Amount	<u>\$19,392</u>

Total Project Cost \$213,317

Financial

- Funds are budgeted and available in the Library Buildings and Improvements General Repairs Capital Fund under Project Number 2022C0071 for the 2022 fiscal year. Expenditure will be charged to account number 401.790.7975.900.
- The Friends of the Troy Public Library is also pledging \$13,117 towards this project for the 2022 fiscal year.

Recommendation

City management recommends in the best interest of the City, to waive the bid process and award contracts for the Troy Public Library Administration Area Renovation to:

- *National Restoration of Milford, MI* for the Interior Renovation and Window Replacement for an estimated total of \$138,000 as per the Oakland County Cooperative Purchasing Contract #005106;
- *Library Design Associates of Plymouth, MI* for the purchase and installation of new office furnishings for an estimated cost of \$37,221 as per the OMNIA Partners Cooperative Contract #R191817;



CITY COUNCIL AGENDA ITEM

Recommendation (continued)

- *Limbach Inc of Pontiac, MI* for air balancing and HVAC duct work modifications, for an estimated cost of \$13,204 as per the Oakland County Cooperative Purchasing Contract #005013.
- *John Tagle Associates of Royal Oak, MI* for construction architectural services for a not to exceed amount of \$5,500.

City management also recommends including a 10% contingency in the amount of \$19,392 for a not to exceed project total cost of \$213,317.

NATIONAL RESTORATION INC

2021 RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC
PRESERVATION!

2165 Fyke Dr.

Milford, MI 48381

248-318-0609 Fax 248-714-6323

johnf@nationalrestoration.net

August 21, 2021

Its Not Luck, Its know How!

Licensed Builder

Mr. Dennis Trantham

Operations Manager, Facilities and Grounds

City of Troy, MI

500 West Big Beaver Road

Troy, MI 48084

248-524-3503, cell 586-219-7461

Dennis.trantham@troymi.gov

RE: Library Administration offices Renovation Budget

Mr. Trantham,

Per the plans and specifications provided, and our onsite meetings, we are proposing to provide, all material, labor and equipment needed to complete the following items of work. All items of work are per plans and specifications, with the specified materials.

Scope of Work:

- Pull required permits.
- Mobilize
- Remove the existing walls windows, doors, ceiling tiles, lights ect. Per the plans and properly disposed of all items not to be saved for reuse.
- Frame new walls with steel studs and track.
- Install any saved or new doors and window frames.
- Run new data lines back to output source in electrical closet. Relocate fire alarm.
- Install new electrical wiring and new lights per the plans and specifications.
- Install insulation as specified.
- Install 5/8" drywall to walls per specifications. Tape and bed, finish to receive paint.
- Install ceiling grid as needed. Install new ceiling panels per specifications after diffuser and HVAC work is completed by others.
- Prime and paint drywall per plans and specifications. Color by owner.
- Install new tempered glass on interior.
- Remove and replace the five thermal pane glass units on the exterior wall of the offices. The new units will be low E, tinted glass units.
- Install doors.
- Install carpet squares as needed. Carpet provided by owner from attic stock.
- Install new vinyl base.

- Install new shelving per plans.
- Jobsite cleanup.
- The cost is time and materials not to exceed \$138,000.00. This is to be completed per our Maintenance contract rates with Oakland County purchasing.

Exclusions:

- Cost for permits and inspections.
- Prevailing wages
- Premium time

We appreciate the opportunity to provide you with the highest quality products and craftsmanship available. If you have any questions or concerns, please contact me.
Sincerely,

John Fletcher, President



**LIBRARY
DESIGN
ASSOCIATES
INC.**

1149 South Main Street
Plymouth, Michigan 48170-2213

Telephone: (734) 459-5000

PROPOSAL

Date 09/20/21
Proposal No. P-33363
Page 1

To

Troy Public Library
Attn: Emily Dumas, Director
E: emily.dumas@troymi.gov

Item	Qty.	Catalog No.	Description	Unit Price	Total
			In accord with our recent meetings, we are pleased to provide the following proposal, for your consideration: All pricing below includes material, freight and installation by LDA authorized personnel. Final Trendway pricing is calculated based on purchasing through the Omnia State Contract - which provides an end user discount range from 61%-66% depending upon the material specified.		
1	1	Trendway	Director Office: New Trendway Intrinsic office furniture per floor plan layouts provided, with allowance for Grade 2 thermofused laminate and Grade B fabric on all task and side chairs.	5,869.00	5,869.00
2	1	Trendway	Assistant Director Office: New Trendway Intrinsic office furniture per floor plan layouts provided, with allowance for Grade 2 thermofused laminate and Grade B fabric on all task and side chairs.	5,403.00	5,403.00
3	1	Trendway	Open Office: New Trendway Intrinsic office furniture per floor plan layouts provided, with allowance for Grade 2 thermofused laminate and Grade B fabric on all task and side chairs.	9,981.00	9,981.00
4	1	Trendway	Conference: New Trendway Intrinsic office furniture per floor plan layouts provided, with allowance for Grade 2 thermofused laminate and Grade B fabric on all task and side chairs.	892.00	892.00

We propose to furnish the material specified above at the prices quoted under the conditions stated here.
Deliveries are subject to delays from fire, strikes or other causes beyond our control.

Delivery F.O.B.

By Library Design Associates, Inc.

To order the items listed, sign and return, signifying your acceptance.

Accepted by/Title/Date



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ASSOCIATES
INC.**

1149 South Main Street
Plymouth, Michigan 48170-2213

Telephone: (734) 459-5000

PROPOSAL

Date 09/20/21
Proposal No. P-33363
Page 2

To

Troy Public Library
Attn: Emily Dumas, Director
E: emily.dumas@troymi.gov

Item	Qty.	Catalog No.	Description	Unit Price	Total
5	1	LDA	All labor required for travel, unload and installation of new Trendway office furniture components in Items 1 through 4 above.	4,950.00	4,950.00
6	1	LDA	Miscellaneous remaining non Trendway components to be purchased and installed in the new Staff offices. These items include the following: *Peter Pepper coat rack with (6) non-removable coat hangers. This coat rack is a wall mounted natural anodized aluminum rack approximately 32" wide x 20" deep. *(1) Worden wall hung work counter to form an "L" shape, installed with wall mounted brackets at approximately 36" high. Wall hung counter to be constructed of a high pressure laminate work surface with a Maple or Oak edge band. *(2) Sections of overhead wall mounted shelving, approximately 10" deep, installed above the "L" shaped wall mounted counter. Shelving will receive a finished end panel on both sides. *(1) Mobile roll plan file with (20) compartments, for the Assistant Director's office.	4,944.00	4,944.00

We propose to furnish the material specified above at the prices quoted under the conditions stated here.
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Delivery F.O.B.

By Library Design Associates, Inc.

To order the items listed, sign and return, signifying your acceptance.

Accepted by/Title/Date



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PROPOSAL

Date 09/20/21
Proposal No. P-33363
Page 3

To

Troy Public Library
Attn: Emily Dumas, Director
E: emily.dumas@troymi.gov

Item	Qty.	Catalog No.	Description	Unit Price	Total
7	1	LDA	<p>(9) Light filtering manual roller shades, to consist of the following:</p> <p>(5) 60" wide x 78" high along exterior windows (1) 60" wide x 78" high at main office entrance (1) 60" wide x 78" high at Director's office (2) 18" wide x 78" high at Assistant Director's office</p> <p>All pricing is to be used as a budgetary place holder, until field measurements can be confirmed once construction is completed. All final finishes to be approved prior to order placement.</p> <p>NOTES:</p> <p>a) Payment terms are Net 30-days.</p> <p>b) Pricing is good for 30-days and is subject to reconfirmation thereafter.</p> <p>c) Pricing is budgetary until final finishes and Trendway drawings are approved by the library.</p>	5,182.00	5,182.00

We propose to furnish the material specified above at the prices quoted under the conditions stated here.
Deliveries are subject to delays from fire, strikes or other causes beyond our control.

Delivery F.O.B.

By Library Design Associates, Inc.

To order the items listed, sign and return, signifying your acceptance.

Accepted by/Title/Date



**LIBRARY
DESIGN
ASSOCIATES
INC.**

1149 South Main Street
Plymouth, Michigan 48170-2213

Telephone: (734) 459-5000

PROPOSAL

Date 09/20/21
Proposal No. P-33363
Page 4

To

Troy Public Library
Attn: Emily Dumas, Director
E: emily.dumas@troymi.gov

Item	Qty.	Catalog No.	Description	Unit Price	Total
			NOTES Continued: d) All shipments and installation labor will be coordinated with the estimated completion of construction. If for any reason construction is delayed and storage is required, additional charges may be incurred at that time. e) Pricing does not include demo or disposal of existing office furniture, or relocation of any office furniture or material that is to be reused in the new space. This pricing can be provided if required, please advise.		
			Total		\$37,221.00

We propose to furnish the material specified above at the prices quoted under the conditions stated here.
Deliveries are subject to delays from fire, strikes or other causes beyond our control.

Delivered and Installed
Delivery F.O.B.

Kyle Haning
By Library Design Associates, Inc.

To order the items listed, sign and return, signifying your acceptance.

Accepted by/Title/Date

**City of Troy - Library
510 West Big Beaver,
Troy, MI 48084**

August 26, 2021

Project: Library Administration Buildout

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on the following scope of work:

Provide all necessary tools, equipment, materials and labor to perform the following:

- Provide an air balance report before the work begins.
- Provide install of ductwork as shown on the drawing below.
- Return system to operation and verify operation of the unit.
- Dispose of all excess material.

Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This price is based on the work being performed on regular time.**
6. **The pricing is per Oakland County Contract 005013.**
7. **This price includes a test and balance after the work is completed.**

Exclusions: (Other than stated in the above scope of work)

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit fees – available upon request
5. Diagnostic Service Call

Total Investment for the above scope of work - \$13,204.00

926 FEATHERSTONE ROAD
PONTIAC, MI 48342

P: 248-391-1411 | F: 248-975-5860 | limbachinc.com

LIMBACH IS AN EQUAL OPPORTUNITY EMPLOYER



MECHANICAL



ELECTRICAL



PLUMBING



CONTROLS

This proposal is valid for 30 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.



Respectfully submitted,

Kyle Bradley
Associate Service Sales Representative
(248) 866-2379
kyle.bradley@limbachinc.com

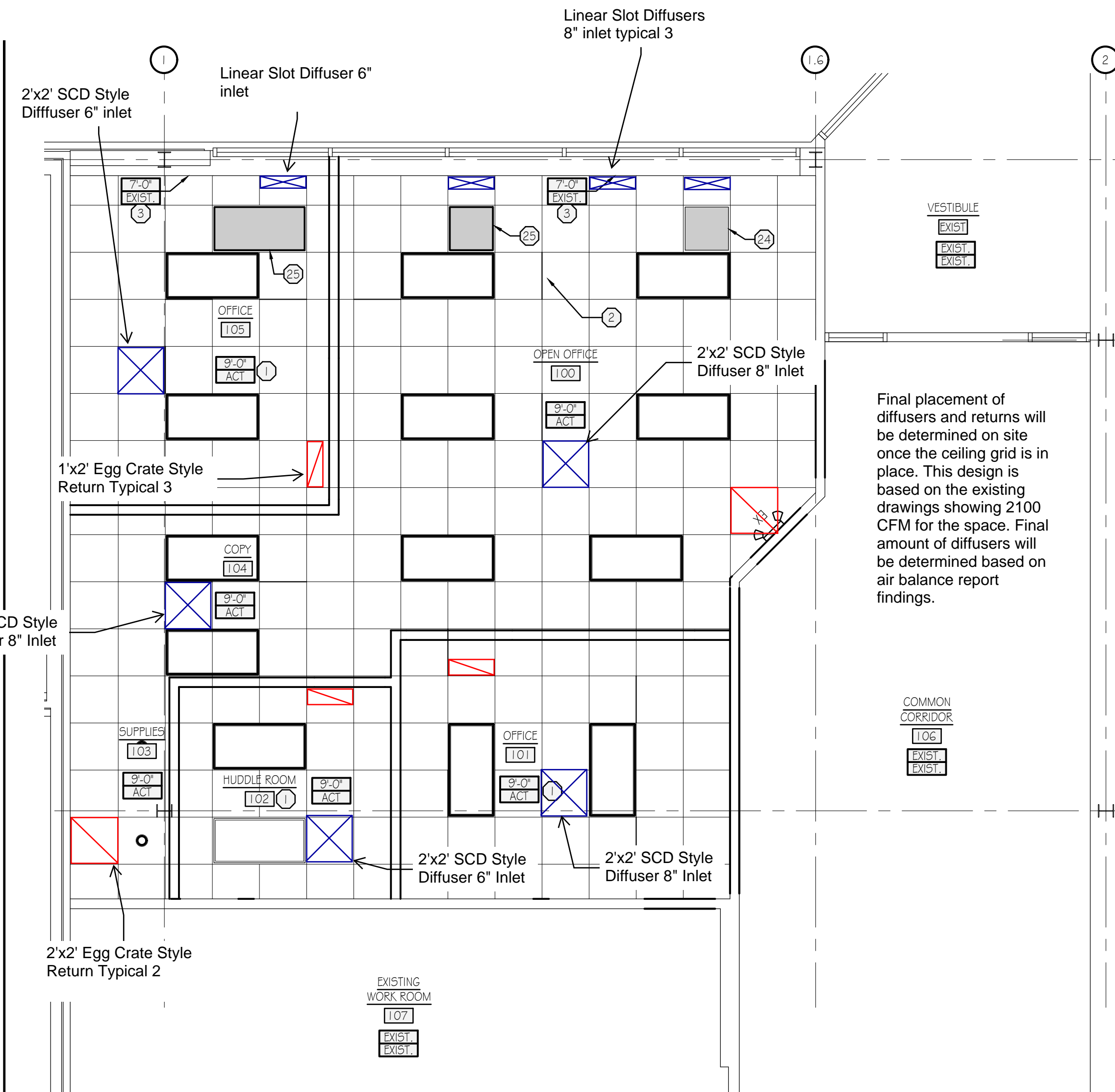
Approved by:

Signature

Date

Print Name





Final placement of diffusers and returns will be determined on site once the ceiling grid is in place. This design is based on the existing drawings showing 2100 CFM for the space. Final amount of diffusers will be determined based on air balance report findings.

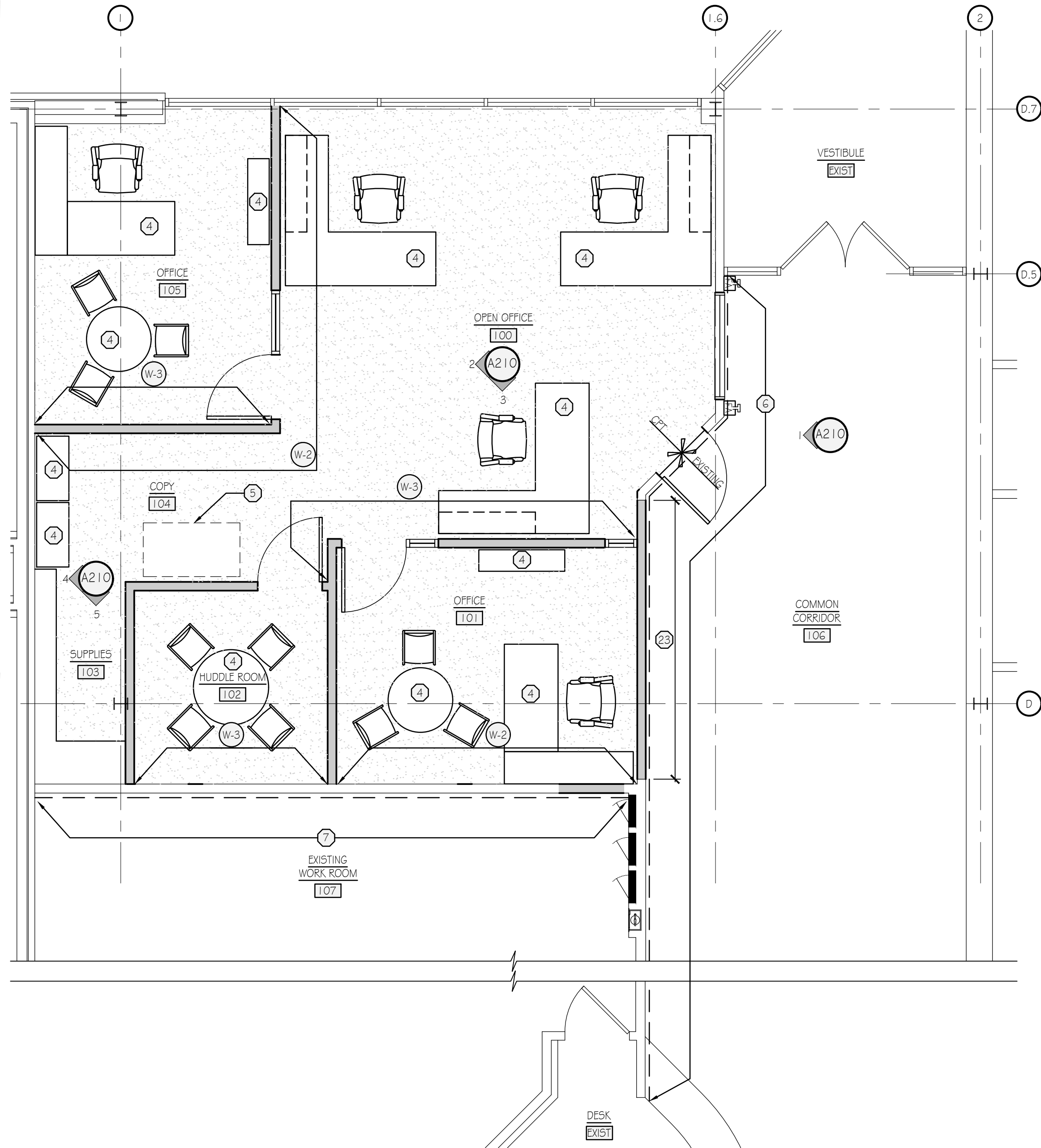
- CEILING PLAN NOTES:**
- EXISTING GRID TO REMAIN. REPAIR/REPLACE DAMAGED GRID (INCLUDING THOSE WITH HOLES) AS REQUIRED.
 - PROVIDE & INSTALL OCCUPANCY SENSORS IN ROOM AREAS AS REQUIRED PER CODE.
 - REPOSITION SPRINKLER HEADS AND DISTRIBUTION PIPING TO ACCOMMODATE NEW LAYOUT.
 - REINSTALL ALL EMERGENCY, FIRE & EXIT FIXTURES AS REQUIRED PER CODE. VERIFY SALVAGED FIXTURES IN WORKING ORDER. REPLACE IF NECESSARY.
 - REINSTALL SPEAKER(S) OF EXISTING SOUND SYSTEM & WI-FI EXTENDER AS DIRECTED BY OWNER.

- REFLECTED CEILING LEGEND:**
- RELOCATED 2x4 RECESSED LED LIGHT FIXTURE. (1.4 EXISTING - 1.4 REQUIRED)
 - 4" DIA. RECESSED LED CAN LIGHT FIXTURE. LSI# LAD4-LED-24L-UNV-DIM1-35-FL-SF-WH OR APPROVED EQUAL
 - WALL MOUNTED EXIT SIGN WITH INTEGRATED BATTERY POWERED EMERGENCY LIGHTS
 - SALVAGED & CLEANED SUPPLY AIR DIFFUSER
 - SALVAGED & CLEANED RETURN AIR DIFFUSER
 - EXISTING 2'x2' SUSPENDED LAY-IN CEILING GRID WITH NEW TILE. MATCH EXISTING GRID FOR ANY REPAIRS REQUIRED.

- ALTERNATE #1**
- PROVIDE ALTERNATE PRICING TO PROVIDE NEW 2'x4 LED FIXTURES AND INSTALL IN NEW LOCATIONS: METALUX 24CZLED-LD5-50-UNV-L835-CD-1 OR APPROVED EQUAL

REFLECTED CEILING PLAN

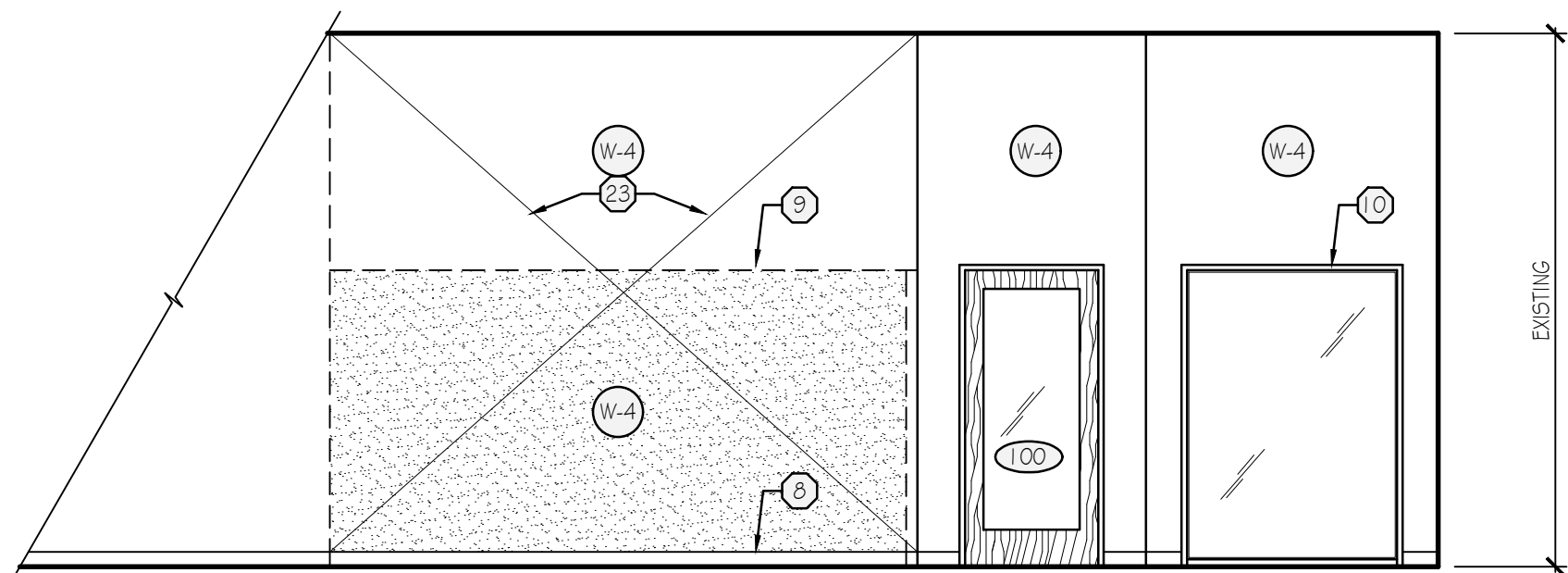
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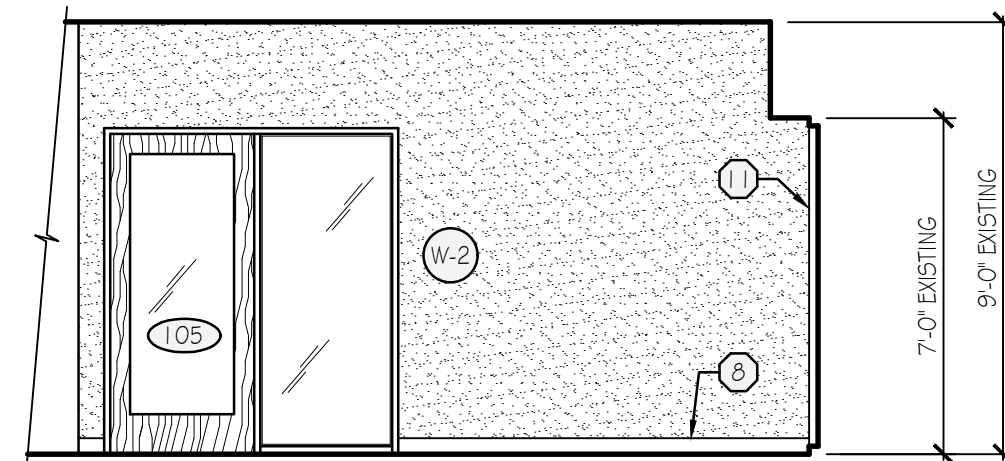
FURNITURE & FINISH PLAN

SCALE: 1/4" = 1'-0"

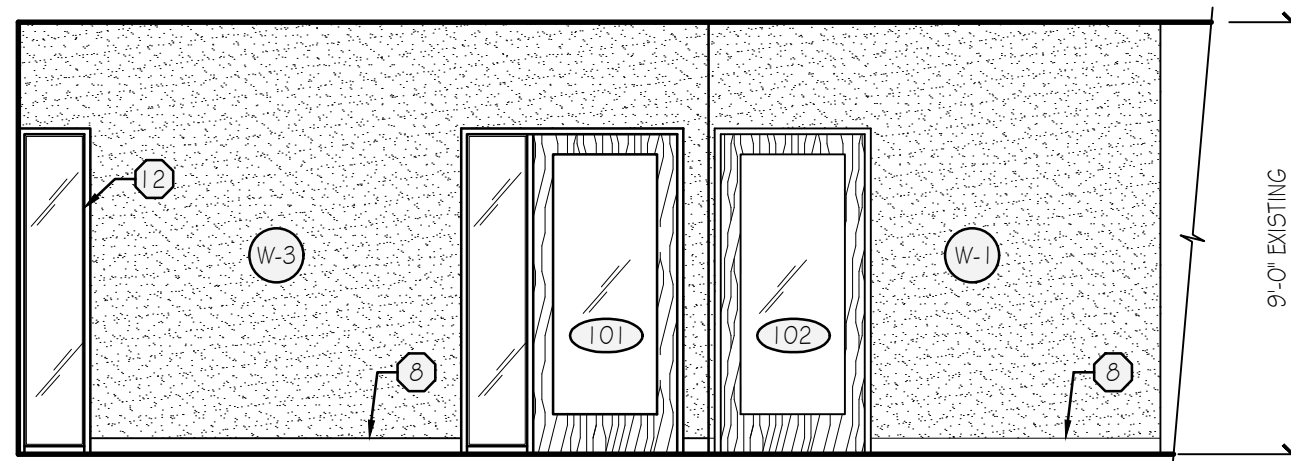
- KEY NOTE LEGEND:**
- INSTALL 6" ACOUSTICAL BATT INSULATION ABOVE LAY-IN CEILING. HOLD BACK INSULATION 3" MIN. FROM ALL LIGHT FIXTURES. EXTEND 3 FT. BEYOND PERIMETER WALLS.
 - REPAIR/REPLACE EXISTING GRID AT LOCATIONS OF RELOCATED LIGHT FIXTURES, TYP. MATCH EXISTING GRID.
 - EXISTING GYP. BD. SOFFIT TO BE PAINTED.
 - OWNER PROVIDED & INSTALLED FURNITURE.
 - OWNER PROVIDED & INSTALLED COPIER. G.C. TO PROVIDE ELECTRICAL/DATA/PHONE. VERIFY REQUIREMENTS WITH EXIST. EQUIPMENT OR OWNER.
 - PREP & PAINT NEW & EXISTING GYP. BD. WALLS FROM VESTIBULE PARTITION TO EAST END AT DESK.
 - PREP & PAINT WALL FROM CORNER TO CORNER AS SHOWN.
 - NEW WALL BASE. REFER TO ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
 - AREA OF NEW GYP. BD. PARTITION INFILL.
 - RELOCATED GLAZING & FRAME MODIFIED TO FIT NEW LOCATION.
 - EXISTING GLAZING (EXTERIOR WALL).
 - NEW 3/8" TEMPERED CLEAR GLAZING IN METAL FRAME TO MATCH DOOR/SIDE LITE 101.
 - EXISTING BRICK VENEER WALL.
 - NEW ADJUSTABLE 12" DEEP MELAMINE SHELVING (6 LEVELS).
 - NEW ADJUSTABLE 24" DEEP MELAMINE SHELVING (5 LEVELS).
 - EXISTING MULLION (VERIFY LOCATION RELATIVE TO NEW PARTITION IN FIELD).
 - EXISTING WINDOW GLAZING.
 - NEW WALL PARTITION. REFER TO FLOOR PLAN & WALL TYPE LEGEND FOR ADDITIONAL INFORMATION.
 - BREAK METAL WALL CAP TO MATCH WINDOW FRAME COLOR & FINISH.
 - NEOPRENE GASKET TRIMMED TO SAME WIDTH AS MULLION AND/OR WALL CAP.
 - BREAK METAL CLOSURE (BOTH SIDES) - MATCH COLOR OF WINDOW SYSTEM. FILL GAP WITH SEALANT AND FILL VOID SOLID WITH ACOUSTIC BATT INSULATION.
 - METAL J MOLDING (BOTH SIDES).
 - PROVIDE & INSTALL NEW VINYL WALL COVERING (TO MATCH EXISTING) PRIOR TO PAINTING WALL. REFER TO INTERIOR ELEVATION 1/A-210 FOR ADDITIONAL INFORMATION.
 - EXISTING RADIANT PANEL TO REMAIN.
 - SALVAGED RADIANT PANEL IN NEW LOCATION.



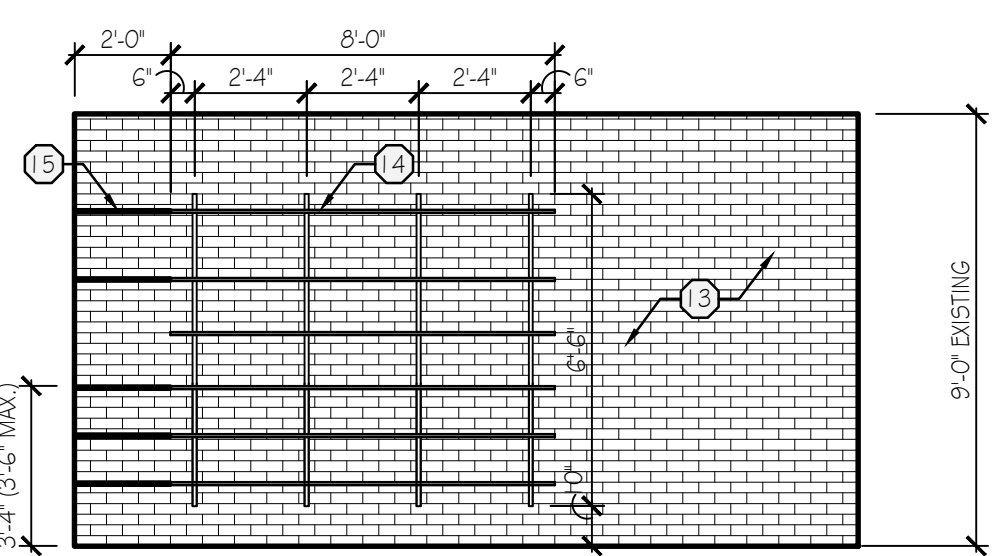
1 COMMON CORRIDOR 106
SCALE: 1/4" = 1'-0"



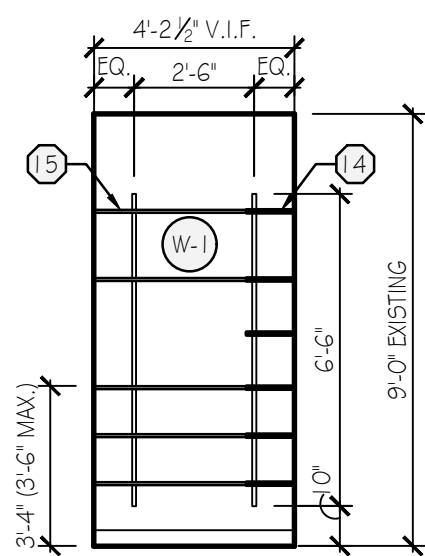
2 OPEN OFFICE 100
SCALE: 1/4" = 1'-0"



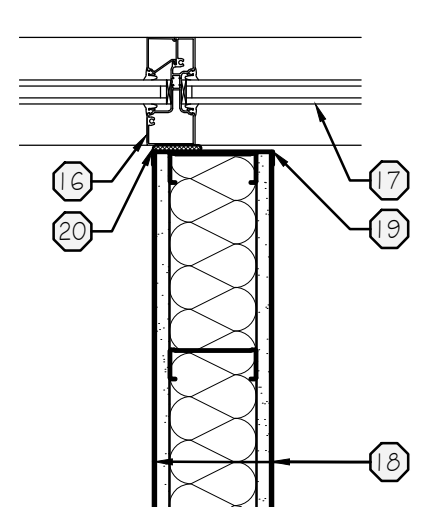
3 OPEN OFFICE 100
SCALE: 1/4" = 1'-0"



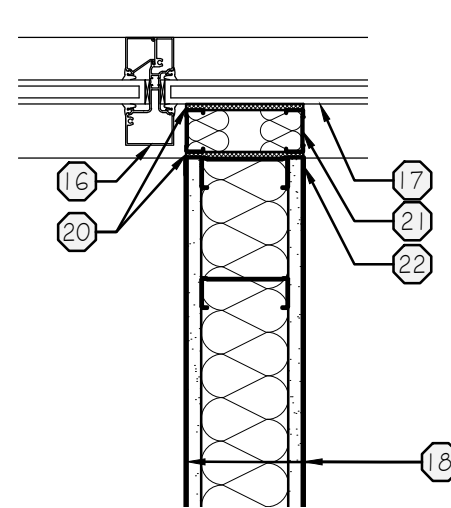
4 SUPPLIES 103
SCALE: 1/4" = 1'-0"



5 SUPPLIES 103
SCALE: 1/4" = 1'-0"



6 WALL DETAIL
SCALE: 1-1/2" = 1'-0"



7 ALTERNATE WALL DETAIL
SCALE: 1-1/2" = 1'-0"

JTAI

JOHN TAGLE ASSOCIATES, INC.
ARCHITECTS & PLANNERS

309 N. Main Street Suite 213
Royal Oak MI 48067-1810
Tel: 248-461-9400
www.jtai.net

All ideas, designs, arrangements and plans indicated or represented by this drawing are the property of John Tagle Associates Architects & Planners and were created, evolved and developed for the use on and in connection with the specific project. None of these ideas, arrangements or plans shall be used by or distributed to any person, firm or corporation for any purpose whatsoever without the written permission of John Tagle Associates Architects & Planners.

PROJECT:

**TROY
PUBLIC
LIBRARY**

**ADMINISTRATION
AREA
RENOVATION**

**510 W. BIG
BEAVER
TROY, MI 48084**

SHEET:
**REFLECTED
CEILING PLAN,
FURNITURE/
FINISH PLAN,
INTERIOR ELEV.,
DETAILS**

ISSUE / REVISION:

90% REVIEW 03/11/2020

100% RECORD SET 03/12/2020

DRAWN BY:

MP5

REVIEWED BY:

JT

JTAI FILE NO.

19.24

DRAWING NO.

A-210

PROJECT AGREEMENT TERMS AND CONDITIONS**pg. 1 of 2**

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.
2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Customer will promptly pay 50% of the proposal at the time of execution with the remaining balance due at project completion. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.
6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)
7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.
8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS**pg. 2 of 2**

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer; anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

September 2, 2021



Mr. Phillip Kwik, Assistant Director
Troy Public Library
510 West Big Beaver
Troy, MI 48084

VIA: Email

RE: **Full Architectural Services Proposal
Construction Phase
Administration Area Remodeling
Troy Public Library**

Dear Phillip,

The JTAI team appreciates the opportunity to again provide our services to help you and the city with this renovation. The following information describes our role as your advocate during the *Construction Phase*.

Based upon our recent discussions the City anticipates using contractors that have previously done work for the City. As a result, this updated proposal includes only services during the construction phase of the project listed below.

Construction Phase

- Conduct a pre-construction meeting with the Owner's representative(s) and Contractor
- Respond to Request for Information (RFI) from the General Contractor.
- Issue changes in the work through Bulletin(s), Architect's Supplemental Instructions (ASI) and/or a Construction Change Directive (CCD), for distribution by Purchasing.
- Review the Contractor's submittals (shop drawings, samples, product data, etc.)
- Attend Owner, Architect & Contractor (OAC) meetings at the project site and observe ongoing construction for general compliance with the construction documents (1 meeting / 2 weeks)
- Review & certify Contractor's payment applications
- Conduct punch list meeting and prepare/issue a report
- Issue a Certificate of Substantial Completion (this date establishes the start of the warranty period)
- Review project close-out submittals at the punch-list meeting
- Review the close-out package from the General Contractor
- Conduct punch list completion meeting

Summary of Fees & Services

We propose to provide professional services for the project described above for the fee amount of **Five-Thousand, Five-Hundred Dollars (\$5,500)**.

Construction Phase (see Note #1 below)	\$5,500
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Note #1:

During construction we have included seven (7) meetings.

- Pre- Construction meeting (#1)
 - Owner-Architect-Contractor (OAC) site meetings during construction (#2-#5)
 - Punch-list Meeting (#6)
 - Punch-list completion meeting (#7)
- Professional fees are invoiced monthly on a percentage of completion basis. Refer to the attached Terms and Conditions for additional information regarding payment for services performed, including late payment charges.

JOHN TAGLE ASSOCIATES, INC. ARCHITECTS & PLANNERS 309 N. Main Street Suite 213 Royal Oak, MI 48067-1810 248.542.0400 www.jtai.net



- Additional services approved by the Owner shall be performed on an hourly basis per our current, standard hourly rates schedule. Significant changes to previously approved designs, re-design to account for unforeseen field conditions or meetings in addition to those included in this proposal shall be charged at our standard hourly rates and shall increase the cost of our services.
- This proposal does not include as-built drawings and application/review fees, or any other service not mentioned. If additional services are desired & requested, professional fees shall be provided to TPL.
- This proposal has no professional services included for identifying or abating hazardous materials that may be found in the areas of work.
- In addition to the professional fee, the cost of reproduction of large format drawings (unless used for in-house purposes), permit application/review fees, and delivery costs shall be charged to the client at cost plus 15% mark-up.

We look forward to working with you and your team again.

Best Regards,

JOHN TAGLE ASSOCIATES, INC.



John J. Tagle, AIA, NCARB
Principal In Charge

Acceptance Signature

Name Title & Date (printed)