



# TROY CITY COUNCIL

## REGULAR MEETING AGENDA

**JUNE 12, 2023**

CONVENING AT 7:30 P.M.

**Submitted By  
The City Manager**

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***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](mailto:clerk@troymi.gov) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.***

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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:

In this packet, you will find the agenda for the City Council meeting. To help facilitate an informed discussion, the packet provides you with agenda items and additional details. The packet also contains recommended courses of action for your consideration and seeks to aid you in adopting sound policy decisions for the City of Troy.

This comprehensive agenda has been put together through the collaborative efforts of management and staff members. We have made all attempts to obtain accurate supporting information. It is the result of many meetings and much deliberation, and I would like to thank the staff for their efforts.

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at [CityManager@troymi.gov](mailto:CityManager@troymi.gov) or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,  
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 14<sup>th</sup> day of November, 2022.

A blue ink signature of Mayor Ethan Baker, written in a cursive style.

Mayor Ethan Baker

A black ink signature of Council Member Edna Abraham, written in a cursive style.

Council Member Edna Abraham

A black ink signature of Mayor Pro Tem Rebecca Chamberlain-Creanga, written in a cursive style.

Mayor Pro Tem Rebecca Chamberlain-Creanga

A black ink signature of Council Member David Hamilton, written in a cursive style.

Council Member David Hamilton

A black ink signature of Council Member Theresa Brooks, written in a cursive style.

Council Member Theresa Brooks

A blue ink signature of Council Member Ann Erickson Gault, written in a cursive style.

Council Member Ann Erickson Gault

A black ink signature of Council Member Ellen Hodorek, written in a cursive style.

Council Member Ellen Hodorek



# CITY COUNCIL AGENDA

June 12, 2023 – 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](http://www.troymi.gov/webcast)

or on Local Access Cable Channels

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

**INVOCATION:** 1

**PLEDGE OF ALLEGIANCE:** 1

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**INVOCATION:****PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

- a) Mayor Ethan Baker  
Edna Abraham  
Theresa Brooks  
Rebecca A. Chamberlain-Creanga  
Ann Erickson Gault  
David Hamilton  
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2023-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of \_\_\_\_\_ at the Regular City Council of June 12, 2023, due to \_\_\_\_\_.

Yes:

No:

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

**C-1** Presentation to the Mayor and City Council for the 2023 Opa Fest by Members From St. Nicholas Greek Orthodox Church

**C-2** Economic Development Report (*Presented by: Mark Adams, Economic Development Manager*)

**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**

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**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 – Brownfield Redevelopment Authority, Downtown Development Authority, Local Development Finance Authority; b) City Council Nominations – Liquor Advisory Committee, Personnel Board**

a) **Mayoral Nominations:**

Suggested Resolution

Resolution #2023-06-

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:

**Brownfield Redevelopment Authority**

Appointed by Mayor

6 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2	Notes 3
Beyer	Joseph	10/26/2022	4/30/2024		
Gottlieb	Steven	11/24/2016	4/30/2025		
Kornacki	Rosemary	2/24/2025	4/30/2026		
Noguez-Ortiz	Carolina	4/3/2025	4/30/2026	GTAC exp 10/30/2025	
Sweidan	Rami	4/28/2022	4/30/2023		
Vassallo	Joseph	12/20/2024	4/30/2024		

**Nominations to the Brownfield Redevelopment Authority:**

**Term Expires: 4/30/2026**

Term currently held by: Rami Sweidan

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Garmo	Kathleen	6/17/2024	
Swaminathan	Abi	11/22/2023	
Voglesong	Cheryl	1/10/2024	
von Oeyen	Schuyler	7/20/2024	

**Downtown Development Authority**

Appointed by Mayor  
13 Regular Members  
4 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/23
Blair	Timothy	6/17/2017	9/30/2023	In District	Requests Reappointment
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	
Koza	Kenny	9/18/2019	9/30/2025	In District	
Kuppa	Padma		9/30/2026	At Large	
MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Reschke	Ernest	7/5/2024	9/30/2026	At Large	
Richards Jr.	John	2/13/2025	9/30/2026	Resident Member	
Stone	David	3/11/2023	9/30/2023	In District	
Tomcsik-Husak	Tara	9/22/2022	3/30/2024	In District	
Vacancy			9/30/2024	In District	Cheryl Bush resigned 9/22/21

**Nominations to the Downtown Development Authority:**

**Unexpired Term Expiring:**  
**9/30/2024**

**In District**

Term currently held by: Vacancy-Cheryl Bush resigned 9/22/21

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Battle	Timothy	10/28/2024	At Large	
Beyer	Joseph	12/13/2024	In District	
Dicker	Susanne F.	1/3/2025	At Large	
Faiz	Iqbal	6/7/2025	At Large	
Forster	Jeffrey	12/15/2024	At Large	Personnel Bd exp 4/30/24
Goetz	John	3/4/2023	At Large	
Kenkre	Mahendra	1/19/2025	At Large	
Kornacki	Rosemary	2/24/2025	At Large	Brownfield Redev Auth exp 4/30/26
Sekhri	Suneel	11/5/2023	At Large	
Thattai	Govindrajan	5/20/2024	At Large	
von Oeyen	Schuyler	7/20/2024	At Large	

**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	6/30/2023	Resident Member	
Baker	Ethan		11/13/2023	Alternate; City Council	City Council exp. 11/13/23; DDA; GTAC, LDFA
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/10/2025
Rosenblum	Anthony	11/10/2024	6/30/2026	Resident Member	
Schmitz	Jim	9/14/2024	6/30/2024	Resident Member	
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2024	Resident Member	John Sharp resigned 11/1/19; Term exp 6/30/20
Vacancy			6/30/2023	Resident Member	Nickolas Vitale resigned 7/17/21

**Nominations to the Local Development Finance Authority (LDFA):**

**Unexpired Term Expiring:  
6/30/2023****Resident Member**

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

**Term Expires: 6/30/2024****Resident Member**

Term currently held by: Vacant – J. Sharp resigned 11/1/19

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Battle	Timothy	10/28/2024	
Christiansen	Dale	11/22/2024	
Faiz	Iqbal	6/7/2025	
Mudaliar	Vinodh Kumar	3/2/2024	
Vassallo	Joseph	12/20/2024	Brownfield Redev Auth exp 4/30/24

Yes:

No:

**b) City Council Nominations:**Suggested Resolution

Resolution #2023-06-

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:

**Liquor Advisory Committee**

Appointed by Council

7 Regular Members

3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Ashland	David	12/14/2022	1/31/2024	Resigned 4/18/2023
Comiskey	Ann	12/22/2024	1/31/2024	
Ehlert	Max	1/8/2023	1/31/2024	
Giorgi	Lynn		Liaison	
Gorcyca	David	12/4/2021	1/31/2026	
Haight	David	4/11/2024	1/31/2025	

Jones	Kelly	12/20/2024	1/31/2026	
Martin	Matthew	5/11/2024	1/31/2025	

**Nominations to the Liquor Advisory Committee:****Term Expires: 1/31/2024**

Term currently held by: David Ashland – Resigned 4/18/2023

**Interested Applicants:**

No applications or resumes on file.

**Personnel Board**

Appointed by Council  
5 Regular Members  
3 Year Term

**Current Members:**

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2	Notes 3
Forster	Jeffrey	12/15/2024	4/30/2024		ZBA Alt. exp 1/31/24	
Gordon	Pamela	4/2/2020	4/30/2024			
Haight	David	7/17/2022	4/30/2023			
Parpart	Jane	3/8/2023	4/30/2024			
Sackrison	Anne	2/23/2025	4/30/2023			Requests Reappointment

**Nominations to the Personnel Board:****Term Expires: 4/30/2026**

Term currently held by: David Haight

**Term Expires: 4/30/2026**

Term currently held by: Anne Sackrison

**Interested Applicants:**

Last Name	First Name	App Resume Expire	Notes 1
Faiz	Iqbal	6/7/2025	
Sweidan	Rami	3/2/2023	
Wit	Callie	4/22/2024	

Yes:

No:

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**I-3 No Closed Session Requested**

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**I-4 2023 City Council Meeting Schedule (*Introduced by: Robert J. Bruner, Deputy City Manager*)**Suggested Resolution

Resolution #2023-06-

Moved by

Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting for the Draft Master Plan on Monday June 26, 2023 at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure; and

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:

No:

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**I-5 Standard Purchasing Resolution 8: Best Value Award – Troy Civic Center Pavilion Construction, and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pavilion Construction Administration, and Budget Amendment (*Introduced by: Kurt Bovensiepe, Public Works Director*)**Suggested Resolution

Resolution #2023-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** a contract with amendments as provided in this resolution to *CE Gleeson Constructors, of Troy, MI*, the highest overall scoring firm, as a result of a best value process, for the construction of the pavilion, landscaping, and associated amenities for a total cost of \$6,477,000 plus a 15% contingency of \$971,550, at prices contained in the bid tabulation opened February 9, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That based on circumstances beyond the parties control, the contract is **AMENDED** with a new completion date that will be mutually agreed upon by both the City and CE Gleeson Constructors and liquidated damages are based on the new completion date, and that the Buy America provision is eliminated as it is no longer necessary under the grant.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to *OHM Advisors, of Livonia, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$625,000 plus a 10%



contingency of \$62,500 for the Troy Civic Center Pavilion and Ice-Skating Facility but not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the 2023 Fiscal Year Capital Fund in the amount of \$4,000,000.

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

Yes:

No:

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**I-6 Standard Purchasing Resolution 4: OMNIA and NCPA Cooperative Purchasing Agreements and Bid Waiver – Troy Pavilion and Office Furnishings (*Introduced by: Kurt Bovensiep, Public Works Director*)**

Suggested Resolution

Resolution #2023-06-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase the site furnishings from *Interior Environments of Novi, MI*, using the OMNIA and NCPA/OMNIA cooperative contracts for a total expenditure of \$32,539.32, from *Forms and Surfaces of Pittsburgh, PA*, using the NCPA/OMNIA cooperative contract for a total expenditure of \$68,206.00, and from *Landscape Forms of Kalamazoo, MI*, using the NCPA/OMNIA cooperative contract for a total expenditure of \$61,052.08, as detailed in the attached quotes.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council **WAIVES** the bid process and **AWARDS** a contract to *Interior Environments of Novi, MI*, for pavilion furnishings for a total estimated cost of \$68,148.46, as detailed in the attached quote.

BE IT FINALLY RESOLVED, That Troy City Council **AUTHORIZES** a contingency amount for the pavilion furnishings in the amount of \$23,750 but not to exceed budgetary limitations.

Yes:

No:

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**I-7 Proclamation Requesting Funding for the I-75 Sound Wall (*Introduced by: Meg Schubert, Assistant City Manager*)**

**J. CONSENT AGENDA:**

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

Suggested Resolution

Resolution #2023-06-

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:

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

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**J-2 Approval of City Council Minutes**

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Suggested Resolution  
Resolution #2023-06-

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

- a) City Council Minutes-Draft – May 22, 2023

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**J-3 Proposed City of Troy Proclamations: None Submitted**

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**J-4 Standard Purchasing Resolutions:**

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- a) **Standard Purchasing Resolution 1: Award to Low Bidder – 23-04 – Section 27 Pavement Rehabilitation**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-04, Section 27 Pavement Rehabilitation, to *Hutch Paving Inc, 3000 E 10 Mile Road, Warren, MI 48091*, for their low bid of \$2,165,430.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required, such additional work is **AUTHORIZED** in an amount not to exceed 10% of the total project cost.

- b) **Standard Purchasing Resolution 1: Award to Low Bidder – Contract 23-09 – 2023 CIPP Program**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 23-09, 2023 CIPP Program, to *Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005*, for their low bid of \$1,042,262.40.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is authorized in an amount not to exceed 25% of the total project cost.

**c) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Water System Materials**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **AWARDS** a one-year contract to provide requirements for Water System Materials to the low bidder meeting specifications, *Ferguson Waterworks of Warren, MI*, for an estimated total cost of \$251,050.00, at the unit prices contained in the bid tabulation opened May 18, 2023, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with the contract expiring June 30, 2024.

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

**d) Standard Purchasing Resolution 4: Cooperative Purchasing Contracts and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Troy Public Library Adult Study Area Furniture Purchase and Budget Amendment**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for demolition and disposal services to low bidder *Library Design Associates of Plymouth, MI*, for an estimated cost of \$2,700 (plus 10% contingency) as detailed in the attached quote.

BE IT FURTHER RESOLVED, That, in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** the following contracts:

- For electrical wiring and installation of new power polls to *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$10,700 (plus 10% contingency), as detailed in the attached quote per the Oakland County Extended Purchasing Contract 008405
- For Haworth furnishings and installation to *ISCG of Royal Oak, MI*, for an estimated cost of \$20,400 (plus 10% contingency), as detailed in the attached quote per the MiDeal Cooperative Purchasing Contract 22000000043
- For Herman Miller furnishings and installation to *American Interiors of Novi, MI*, for an estimated cost of \$39,900 (plus 10% contingency), as detailed in the attached quote per the OMNIA Partners Cooperative Purchasing Contract 2020000622

- For Steelcase furnishings to *NBS of Troy, MI*, for an estimated cost of \$24,000 (plus 10% contingency), as detailed in the attached quote per the NJPA/Sourcwell Cooperative Purchasing Contract 121919-STI;

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Library to expend Capital Funds for wall repairs, painting, and new signs for an estimated cost of \$8,000 (plus 10% contingency);

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$45,270.00 to the Library Capital Project Fund 401.790.7975.900; and

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.

**e) Standard Purchasing Resolution 4: Sourcwell Cooperative Purchasing Agreement – Ice Resurfacing Machine**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **APPROVES** to encumber 2024 fiscal year funds and purchase of a Zamboni 446 Ice Resurfacing Machine from *Zamboni Company USA, INC. of Paramount, CA*, for the future ice-skating amenity as detailed in the attached quote and per the Sourcwell Cooperative Purchasing Contract #120320-FZC for an estimated total cost of \$107,882.55; not to exceed budgetary limitations.

**f) Standard Purchasing Resolution 4: MiDeal Cooperative Purchasing Agreement – Sign Truck Service Body and Related Equipment**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **APPROVES** a contract to purchase one (1) Sign Truck Service Body and Related Equipment including installation on one (1) City owned truck chassis from *Versalift Midwest LLC of Shelby Twp, MI*, for the Department of Public Works as detailed in the quote and as per the MiDeal cooperative purchasing Contract ID #071-B7700166, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; for an estimated total cost of \$153,569.00; not to exceed budgetary limitations.

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**J-5 Contract Extension – Banking Services**

Suggested Resolution  
Resolution #2023-06-

WHEREAS, On January 28, 2013, City Council approved a five-year contract with *Comerica Bank of Detroit, MI* for banking services, with the option to renew for an additional five years under the same terms and conditions, based upon mutual consent of both parties to the highest

rated proposer as a result of a best value process; contract expiring June 30, 2023 (Resolution # 2013-01-021); and,

WHEREAS, The City of Troy currently enjoys a good business relationship with Comerica Bank to maintain high levels of service in a cost-effective manner, including lockbox services for tax and water receipt processing, Positive Pay Services, ACH direct deposits, payroll, Water & Sewer auto-pay, Recreation fitness membership processing, and many other cost saving, time saving services; and,

WHEREAS, Changing banking services would severely impact the Finance and Treasury Departments by diverting staff time to the complex tasks of discontinuing services, establishing new services, implementing new software, affecting payment collections as well as affecting internal processes such as payroll, accounts receivable, accounts payable, investing; and,

WHEREAS, Comerica Bank has shown an interest in renewing the contract and is offering a three (3) year extension with across-the-board line-item pricing that is 35% below standard pricing, which results in an overall increase of three to four percent over the previous contract;

NOW, THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **APPROVES** the three-year contract extension with *Comerica Bank of Detroit, MI*, for banking services, under the same terms and conditions of the existing contract, except per the revised price schedule, a copy of which shall be **ATTACHED** to the original minutes of this meeting; contract expiring June 30, 2026.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Chief Financial Officer, Robert Maleszyk, to sign the contract extension with Comerica Bank; contract expiring June 30, 2026.

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#### **J-6 Bid Waiver – Professional Services – Fire Department Testing Services**

##### Suggested Resolution

Resolution #2023-06-

WHEREAS, *Empco, Inc.* has been providing testing and hiring services to the City's Departments 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;

THEREFORE, BE IT RESOLVED, That formal bidding procedure 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 Fire Department promotional testing services for a not to exceed amount of \$20,000; a copy of the agreement shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the Fire Chief is **AUTHORIZED** to **EXECUTE** the contract on behalf of the City, authorizing *Empco, Inc.* to conduct the Fire Department promotional testing, in accordance with the attached proposal.

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**J-7 Application for New On-Premises Tasting Room Permit for Shankar Distillers LLC**

**(a) New Tasting Room Permit for existing small distiller Shankar Distillers LLC located at 1030 Chicago Road**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **GRANTS** local approval of the liquor license request as indicated below:

<b>Liquor License Applicant :</b>	<b>Shankar Distillers LLC</b>
<b>Type of License Requested :</b>	<b>On-Premises Tasting Room Permit under MCL 436.1536 for existing Small Distiller</b>
<b>Located at :</b>	<b>1030 Chicago Road</b>
<b>MLCC Request # :</b>	<b>2303-03238</b>

BE IT FURTHER RESOLVED, That the City Clerk shall **SEND** a certified copy of this Resolution granting local approval to the Michigan Liquor Control Commission.

and

**(b) Agreement**

Suggested Resolution  
Resolution #2023-06-

WHEREAS, Troy City Council deems it necessary to enter into agreements with applicants for liquor licenses for the purpose of providing civil remedies to the City of Troy in the event licensees fail to adhere to Troy Codes and Ordinances;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** an agreement with the liquor license applicant named in the approved resolution above, and hereby **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the agreement document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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**J-8 Appointment of SOCRRA Representative and Alternate for FY 2023/2024**

Suggested Resolution  
Resolution #2023-06-

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiep, Public Works Director as SOCRRA Representative and Ashely Tebedo, Administrative Services Manager as Alternate SOCRRA Representative with the term expiring on June 30, 2024.

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**J-9 Request for Recognition as a Nonprofit Organization from Automotive Women's Alliance Foundation**Suggested Resolution

Resolution #2023-06-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Automotive Women's Alliance Foundation, 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.

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**J-10 Request for Acceptance of Two Permanent Easements from Gary Abitheira, Sidwell #88-20-28-427-029 and -030**Suggested Resolution

Resolution #2023-06-

RESOLVED, That Troy City Council **ACCEPTS** two permanent easements for storm sewers and surface drainage from Gary Abitheira, owner of the properties having Sidwell #88-20-28-427-029 & -030.

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.

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**J-11 Protecting MI Pension Grant Program**Suggested Resolution

Resolution #2023-06-

WHEREAS, Public Act 166 of 2022, Section 979a(1) appropriated funds to the Michigan Department of Treasury (Treasury) for the Protecting MI Pension: Michigan Local Pension Grant Program (Protecting MI Pension) for qualified units that operate a qualified retirement system; and,

WHEREAS, A "qualified unit" means a city, county, township, village, or road commission that operates a qualified retirement system as defined in Public Act 166 of 2022, section 979a(7)(c); and,

WHEREAS, A "qualified retirement system", as defined in Public Act 166 of 2022, section 979a(7)(b), means a retirement pension benefit within a retirement system, as defined in section 3 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.2803, of a qualified unit, with a funded ratio below 60 percent based on the last report filed as required by section 5 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.28035, as of December 31, 2021; and,



WHEREAS, Qualified units with a qualified retirement system are eligible to submit a claim for a grant award for an amount to increase the funding of the qualified retirement system liabilities to 60 percent funded or to a cap of \$170,000,000, whichever amount is less; and,

WHEREAS, Qualified units with qualified retirement systems shall comply with “grant award requirements”, and,

WHEREAS, “Grant award requirements” are defined in Section 979a (2)(a)-(f) of Public Act 166 of 2022, and further detailed as part of the Protecting MI Pension grant application (Treasury Forms 5886 and 5887); and,

WHEREAS, Treasury requires each qualified unit’s governing body to adopt a resolution authorizing the Chief Administrative Officer to file a claim for an award for the Protecting MI Pension Grant Program; and,

WHEREAS, The City of Troy acknowledges that it: (i) is a “qualified unit”; (ii) operates a “qualified retirement system”; (iii) agrees to comply with “grant award requirements”; (iv) authorizes the Chief Administrative Officer to file a claim for a grant award on behalf of the local government; and thus, is eligible to participate in a Protecting MI Pension Grant Program;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES PARTICIPATION** in the Protecting MI Pension Grant Program (and on behalf of the City of Troy) **AUTHORIZES** Robert C. Maleszyk, Chief Financial Officer, (designee) to provide this resolution indicating its approval to Treasury, and to submit and execute documents requested by Treasury relating to the Protecting MI Pension Grant Program requirements.

## **K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**

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### **K-1 Announcement of Public Hearings:**

- a) June 26, 2023 – Adoption of the Brownfield Redevelopment Plan #11 for the Village of Troy Development, Parcels #88-20-15-201-033 and #88-20-15-201-046 Off of East Long Lake Road

### **K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time):**

- a) Proposed Additions to Chapter 107 – Traffic and Motor Vehicle Code

## **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

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**N-1 No Council Referrals Submitted**

**O. REPORTS:**

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**O-1 Minutes – Boards and Committees:**

a) Civil Service Commission (Act 78)-Final – May 2, 2023

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**O-2 Department Reports:**

a) City Manager Status Report

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**O-3 Letters of Appreciation:**

a) To the Troy Public Library from Dayna Bennett

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

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**O-5 Notice of Hearing for the Electric Customers of DTE Electric Co. - Case No. U-21307**

**P. COUNCIL COMMENTS:**

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**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**

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**R-1 No Closed Session**

**S. ADJOURNMENT:**

Respectfully submitted,



Mark F. Miller  
City Manager

**2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

December 2, 2023.....Special Meeting – Troy Advance

**2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

June 26, 2023 .....Regular Meeting  
July 10, 2023.....Regular Meeting  
July 24, 2023.....Regular Meeting  
August 7, 2023 .....Regular Meeting  
August 21, 2023 .....Regular Meeting  
September 11, 2023.....Regular Meeting  
September 18, 2023.....Regular Meeting  
October 2, 2023.....Regular Meeting  
October 16, 2023.....Regular Meeting  
November 13, 2023.....Regular Meeting  
November 20, 2023.....Regular Meeting  
December 4, 2023.....Regular Meeting  
December 11, 2023.....Regular Meeting



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## CITY COUNCIL AGENDA ITEM

Date: May 24, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager

Subject: 2023 City Council Meeting Schedule  
*(Introduced by: Robert J. Bruner, Deputy City Manager)*

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### **Background**

The City Council approved its calendar year 2023 Regular Meeting schedule on November 14, 2022. The schedule also included two Special Meeting in April for presentation of the proposed budget in accordance with City Charter Section 8.2. City Council subsequently scheduled additional Special Meetings including Saturday, December 2, 2023 for the 2023 City of Troy Advance.

### **Recommendation**

City staff recommends scheduling a Special Meeting prior to the June 26, 2023 Regular Meeting to discuss the Draft Master Plan.

This meeting will be held at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure.



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I-05

## CITY COUNCIL AGENDA ITEM

Date: June 7, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 8: Best Value Award – Troy Civic Center Pavilion Construction and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Pavilion Construction Administration and Budget Amendment (Introduced by: Kurt Bovensiep)

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### History

In response to the community's desires for Civic Center improvements that continue public use and desires for winter recreational opportunities, City Council approved a contract with OHM Advisors in May of 2022 to begin the Schematic Design of a large pavilion and outdoor ice-skating amenity located at the corner of Civic Center Drive and Town Center Drive, which will be an extension of the Jeanne M. Stine Community Park (RESOLUTION #2022-05-067). On August 22, 2022, City Council approved a contract with OHM Advisors to begin the Detail Design and assist in the bidding process for the amenities (RESOLUTION #2022-08-118). On November 14, 2022, City Council approved a Design/Build Contract with Serv-Ice Refrigeration to begin procuring and preparing for the installation of the ice-skating ribbon (RESOLUTION #2022-11-163). Most recently, in April of this year, to assist with the project schedule Council approved a contract for the planning and design of the Mass Timber Glulams and CLT Decking (RESOLUTION #2023-04-069-J-4d).

Portions of the project are located in delineated wetlands and propose to improve the quality of those wetlands by removing invasive species, establishing a stream and redefining the stream bank. The project does propose to enclose approximately 55 feet of the stream to create a safe drop off area and pedestrian crossing. City staff was successful in obtaining a permit for this work through the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

The City of Troy with the support of Representative Haley Stevens was awarded a \$1.5 million Community Project Fund grant to assist in the construction of the Pavilion. The funding is administered through the U.S. Department of Housing and Urban Development and required a full Environmental Analysis. This analysis included soil testing, air quality reports, the research and release from the Michigan State Historic Preservation Office, public notices for wetland and floodplain mitigation, and public comment periods for the different categories.

Recognizing the diverse scope, the need to work in tandem with Serv-Ice Refrigeration, and considering the demand for a high-quality project, staff decided that the contractor would be recommended based on the following through a Request for Qualifications process.



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## CITY COUNCIL AGENDA ITEM

### History Continued

- Staff qualifications, background and experience in timber structures, landscape installation, hardscape installation, and experience coordinating with other awarded trades on the same project.
- Workload, availability and allocation of time.
- Methods used to value engineer and/or reduce project costs.
- Examples demonstrating the safety and security to sites abutting active public spaces.
- Relationship to major subcontracted trades if used.
- Evaluation of progress expectations and examples of instances where it was unable to meet progress expectations and how it was corrected in other projects.
- Examples how the firm became community partners through similar projects.

OHM Advisors began working with the City of Troy late 2021 on this project beginning with a Feasibility Study. Since the completion of the study, OHM Advisors has advanced the project with full construction documents and assisted in the bidding process. A project this size requires daily administration to ensure the project is completed correctly and on schedule. OHM Advisors is the most capable to perform the construction administration, construction observation, and testing because of their familiarity of the project.

### Purchasing

On January 10, 2023, the City of Troy posted an opportunity for interested firms to submit a Request for Qualifications and Request for Proposal to construct the pavilion, landscaping, and associated improvements. Five hundred twenty-six (526) firms were notified of this bid opportunity on Bidnet Direct/MITN website; <https://www.bidnetdirect.com/mitn/city-of-troy-mi>. Bidnet Direct is an online government procurement platform. State and local government agencies have joined together creating the MITN Purchasing Group to increase vendor competition and efficiency in bid distribution. Below is a summary of potential firms:

<b>Companies notified via MITN</b>	526
Troy Companies notified via MITN	19
Troy Companies - Active email Notification	19
Troy Companies - Active Free	3
<b>Companies that viewed the bid</b>	281
Troy Companies that viewed the bid	5

**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.

On February 9, 2023, a bid opening was conducted as required by City Charter and Code. Three (3) proposal responses were received. Proposals were evaluated by a three (3) Member Evaluation Committee on qualifying conditions such as experience, staff credentials, knowledge, project approach and positive references. All three firms met the necessary qualifications and were then evaluated through an interview/presentation process and finally evaluated based on rates to perform the various services. CE Gleeson Constructors of Troy, MI was the highest scoring firm and was unanimously recommended by the Committee for award for a total construction cost of \$6,477,000.00.



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## CITY COUNCIL AGENDA ITEM

### Purchasing (continued)

The current contract for engineering and design services with OHM Advisors was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a fee for Contract Administration Services of \$160,000, Construction Observation Services of \$400,000, and Testing of \$65,000 for a total fee of \$625,000.

### Financial

A total of \$6 million was budgeted in the Fiscal Year 2023 Capital Fund- Parks Development- Land Improvements Stine Community Park and the associated Project Number of 2022CG0004. The following table details the current encumbrances for the project and illustrates the need for an amendment of \$4 million, which was forecasted in the 2024 Fiscal Year Budget. The total \$10 million project has several funding sources; \$1.5 million from the Community Project Fund grant, \$4.5 million from the American Rescue Plan Act of 2021, and the proposed amendment of \$4 million from the Capital Fund.

Current Encumbrances Approved by City Council		Contingency Total	
OHM Advisors-			
Design Development, Construction Docs, Bidding	\$297,000	\$0	\$297,000
Serv-Ice Refrigeration-			
Ice Rink	\$1,043,500	\$156,525	\$1,200,025
Northern Log Supply, LLC			
Timber Planning and Design	\$95,000	\$0	\$95,000
Testing Engineers & Consultants-			
Soil Testing	\$7,200	\$0	<u>\$7,200</u>
Total Encumbered			<u>\$1,599,225</u>

Proposed Encumbrances		Contingency Total	
CE Gleeson Constructors-			
Pavilion Construction and Landscape	\$6,477,000	\$971,550	\$7,448,550
OHM Advisors-			
Contract Admin, Construction Observation, Testing	\$625,000	\$62,500	\$687,500
Site Furniture	\$230,782	\$23,750	<u>\$254,532</u>
Total Proposed			<b>\$8,390,582</b>
Total Project Cost			<b>\$9,989,807</b>

### Recommendation

City Management recommends awarding a contract to *CE Gleeson Constructors, of Troy, MI*, the highest overall scoring firm, as a result of a best value evaluation process, for the construction of the pavilion, landscaping, and associated amenities for a total cost of \$6,477,000 plus a 15% contingency of \$971,550, at prices contained in the bid tabulation opened February 9, 2023. City Management also recommends granting the authority to expend budgeted capital funds to *OHM Advisors, of Livonia, MI*, for Contract Administration Services, Construction Observation Services, and Testing for a total fee of \$625,000 plus a 10% contingency of \$62,500 for the Troy Civic Center Pavilion and Ice-Skating Facility. City Management further requests a budget amendment to the 2023 Fiscal Year Capital Fund in the amount of \$4,000,000.

CITY OF TROY  
BID TABULATION  
TROY PAVILION

VENDOR NAME:	CE Gleeson Constructors	DeAngelis Diamond Construction	DeMaria Building Company, Inc
CITY:	Troy, MI	Novi, MI	Novi, MI
CHECK AMOUNT:	\$30,000	\$30,000	\$30,000
CHECK #:	2847	61725	50067344

**PROPOSAL:** The scope of this Troy Pavilion project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment.

TROY PAVILION LUMP SUM PRICE:	\$6,477,000.00	\$8,232,170.00	\$7,965,000.00
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ALTERNATE: ROOF INSULATION: Additional Cost:	\$5,200.00	-\$17,400.00	\$10,000.00
Additional Calendar Days for alternate:	-\$107,000.00	-\$69,310.00	-\$26,000.00

REQUIRED CONTENT PROVIDED:			
* COVER SHEET		Y	Y
* TABLE OF CONTENT	Y or N	Y	Y
* ORGANIZATION INFORMATION	Y or N	Y	Y
* QUALIFICATIONS AND EXPERIENCE	Y or N	Y	Y
* PROJECT APPROACH	Y or N	Y	Y
* QUESTIONNAIRE	Y or N	Y	Y
* POSITIVE REFERENCES	Y or N	Y	Y
* SUB-CONTRACTOR LIST	Y or N	Y	Y
PAYMENT TERMS:		Net 30 / Per Contract	AIA 30 Days
EXCEPTIONS:		Yes - Laser Edging Wave Pattern for decorative metal panel scree is not included at this time. Once CAD file is provided for the pattern we can add this into our base bid.	Yes - See attached qualifications and assumptions pages.
ACKNOWLEDGEMENT:		Y	Y
ADDENDUMS 1 - 5:		Y	Y
INSURANCE REQUIREMENTS CAN BE MET:		Y	Requesting confirmation
BID FORM:		Y	Y
ALLOWANCE FORM:		Y	Y
ALTERNATES FORM:		Y	Y
OTHER REQUIRED FORMS:		Y	Y

**ATTEST:**

(\*Bid Opening conducted via a Zoom Meeting)

Kurt Bovensiep

Chris Ozog

Emily Frontera  
Purchasing Manager

VENDOR NAME:	CE Gleeson Constructors	DeAngelis Diamond Construction	DeMaria Building Company, Inc
CITY:	Troy, MI	Novi, MI	Novi, MI
CHECK AMOUNT:	\$30,000	\$30,000	\$30,000
CHECK #:	2847	61725	50067344

**BID FORM SUPPLEMENT - UNIT PRICES FORM**

	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
A.	Unit-Price No. 1: Installation of Pedestrian Pavers	\$45.00	\$45.00	\$60.00
B.	Unit-Price No. 2: Acer Saccharum, 3" cal.	\$450.00	\$450.00	\$575.00
C.	Unit-Price No. 3: Ginkgo biloba 'Princeton Sentry', 3" cal.	\$550.00	\$550.00	\$775.00
D.	Unit-Price No. 4: Liriodendron tulipifera, 3" cal.	\$450.00	\$450.00	\$565.00
E.	Unit-Price No. 5: Nyssa sylvatica, 3" cal.	\$550.00	\$550.00	\$635.00
F.	Unit-Price No. 6: Quercus macrocarpa, 3" cal.	\$450.00	\$450.00	\$600.00
G.	Unit-Price No. 7: Pinus strobus, 10' Ht.	\$485.00	\$485.00	\$650.00
H.	Unit-Price No. 8: Amelanchier x grandiflora 'Autumn Brilliance', 8' Ht.	\$400.00	\$400.00	\$510.00
I.	Unit-Price No. 9: Cercis canadensis, 8' Ht.	\$385.00	\$385.00	\$500.00
J.	Unit-Price No. 10: Cercis canadensis 'Forest Pansy', 8' Ht.	\$400.00	\$400.00	\$540.00
K.	Unit-Price No. 11: Quercus alba, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
L.	Unit-Price No. 12: Quercus bicolor, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
M.	Unit-Price No. 13: Quercus macrocarpa, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
N.	Unit-Price No. 14: Quercus muehlenbergii, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
O.	Unit-Price No. 15: Quercus palustris, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
P.	Unit-Price No. 16: Quercus rubra, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
Q.	Unit-Price No. 17: Quercus velutina, Whip, 1-2' Ht.	\$65.00	\$65.00	\$55.00
R.	Unit-Price No. 18: Artostaphylos uva-ursi, Plug	\$6.50	\$650.00	\$10.00
S.	Unit-Price No. 19: Cornus sericea 'Kelsey', #2 Gal.	\$45.00	\$45.00	\$65.00
T.	Unit-Price No. 20: Ilex verticillate 'Red Sprite', #2 Gal.	\$45.00	\$45.00	\$65.00
U.	Unit-Price No. 21: Physocarpus opulifolius 'Angel', #2 Gal.	\$45.00	\$55.00	\$75.00
V.	Unit-Price No. 22: Pinus mugo pumilio 'Compact Select', #3 Gal.	\$55.00	\$55.00	\$60.00
W.	Unit-Price No. 23: Rhus aromatica, #2 Gal.	\$45.00	\$45.00	\$50.00
X.	Unit-Price No. 24: Rhus typhina, #1 Gal.	\$20.00	\$20.00	\$40.00
Y.	Unit-Price No. 25: Viburnum acerifolium, #3 Gal.	\$55.00	\$55.00	\$80.00
Z.	Unit-Price No. 26: Echinaceae purpurea, #1 Gal.	\$20.00	\$20.00	\$20.00
AA.	Unit-Price No. 27: Iris virginica, Quart	\$9.00	\$9.00	\$12.00
BB.	Unit-Price No. 28: Polystichum acrostichoides, Quart	\$9.00	\$9.00	\$20.00
CC.	Unit-Price No. 29: Potentilla simplex, #1 Gal.	\$20.00	\$20.00	\$15.00
DD.	Unit-Price No. 30: Narcissus spp., Bulb	\$2.00	\$2.00	\$3.00
EE.	Unit-Price No. 31: Panicum virgatum 'Shenandoah', #1 Gal.	\$20.00	\$20.00	\$18.00
FF.	Unit-Price No. 31: Schizachyrium Scoparium, 'The Blues', #1 Gal.	\$20.00	\$20.00	\$20.00
GG.	Unit-Price No. 32: Sporobolus heterolepis, #1 Gal.	\$20.00	\$20.00	\$18.00
HH.	Unit-Price No. 33: Carex grayii, Plug	\$6.50	\$6.50	\$10.00
II.	Unit-Price No. 34: Carex spengelii, Plug	\$6.50	\$6.50	\$12.00
JJ.	Unit-Price No. 35: Carex vulpinoidea, Plug	\$6.50	\$6.50	\$12.00
KK.	Unit-Price No. 36: Asclepias incarnata, Plug	\$6.50	\$6.50	\$12.00
LL.	Unit-Price No. 37: Eupatorium maculatum, Plug	\$6.50	\$6.50	\$12.00
MM.	Unit-Price No. 38: Eupatorium perfoliatum, Plug	\$6.50	\$6.50	\$12.00
NN.	Unit-Price No. 39: Euthamia graminifolia, Plug	\$6.50	\$6.50	\$12.00
OO.	Unit-Price No. 40: Helenium autumnale, Plug	\$6.50	\$6.50	\$12.00



March 1, 2023

Mr. Kurt Bovensiepe  
City of Troy  
Public Works Director  
4693 Rochester Rd.  
Troy, MI 48085

RE: Proposal for Construction Phase Services  
Pavilion and Ice Rink

Dear Mr. Bovensiepe:

With the completion of design and bidding phases, this project will be under construction soon. We understand the City of Troy desires to have OHM Advisors assist with the oversight of the project during construction. This letter presents our proposed scope of services for contract administration, construction field services, and testing.

### SCOPE OF SERVICES

Our Scope of Services for this work will be completed as three tasks with a schedule starting in March 2023 and Final Completion of the project anticipated to be February of 2024.

#### Task 1: Contract Administration

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of the project from contractor initiation to completion of final punch list items.

- ▶ Organize and schedule Pre-Construction meeting on-site with contractor, sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings and dates of importance.
- ▶ Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- ▶ Review and monitor Contractor's construction schedule
- ▶ Provide responses to field questions and Request for Information (RFIs).
- ▶ Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner's representative to review project, coordinate open issues and construction schedule. (estimated 24 progress meetings for project)
- ▶ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- ▶ Prepare and process Change Orders for City review and approval
- ▶ Review and Certify the contractor's Application for Payment, monthly.
- ▶ Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- ▶ Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- ▶ Confirm the completion of the final punchlist.
- ▶ Development and coordination of utility screen patterns and cut outs with contractor for mockups and final fabrication.
- ▶ Review of decorative metal processes and implementation of design, including fabricator shop site visits, review of mockup panels for finish and specification requirements, and review of final installation procedures with contractor.
- ▶ Development and Procurement assistance for loose furnishings.



## Task 2: Construction Observation Services

This task includes on site construction observation by an OHM Construction Technician and design team technical leaders performed during the construction phase of the project.

- ▼ OHM construction technician to provide full-time observation during excavation, grading, utility installation, paving, and part-time observation during restoration activities and building construction.
- ▼ Design team members to perform regular as needed site visits to evaluate the contractor's progress and review progress of building construction and prepare field observation reports for documentation of conditions and follow up requirements. Design team members to provide part-time observation during installation of decorative metals, plantings and site features, site hardscapes, specialty lighting installation and adjustments, start-up and adjustment of building systems, heavy timber installation, and CMU installation.
- ▼ OHM representative will communicate observed deficiencies with the contractor on-site
- ▼ Prepare daily construction observation reports documenting work completed each day when on site noting field installed conditions and any variance to the design.

## Task 3: Field Testing

This task includes testing services performed during the construction phase of the project.

- ▼ Project engineer to coordinate field testing with contractor while on-site and schedule accordingly.
- ▼ OHM will utilize G2 Consulting for Construction material testing and special inspections. OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 will perform their services, as needed and directed by OHM Advisors with the following expected inspections and associated lab testing required for estimated cost:
  - Special Inspections as identified on S-003 and technical specifications for building, including:
    - Soil and Foundations
    - Concrete
    - Wood
    - Mass Timber
    - Steel
    - Masonry: Level B
  - Material Inspections for site requirements per specifications:
    - Earthwork Operations: observe subgrade preparation, including installation and compaction of engineered fill, subbase, and aggregate base material. Observe trench excavation operations, preparation of trench bottom and placement of bedding layers, and placement and compaction of trench backfill. Sample and evaluate fill soils and determine moisture content.
    - Site Concrete: Observe concrete placement, perform appropriate field testing (temperature, slump, air content, unit weight and yield), mold compression test cylinders, and observe concrete finishing and curing operations.
    - Asphalt paving: Check surface preparation and observe bituminous mixture placement and compaction operations; include visual evaluation of mixture delivered to site, pavement layer thickness, mix temperature, rolling procedures and density of finished pavement.

## COMPENSATION & SCHEDULE

OHM Advisors will perform the outlined services above based on hourly basis not to exceed, in accordance with our current contract with the City. The following are the estimated costs for the project:

TASK	FEE
Task 1: Contract Administration Services	\$160,000
Task 2: Construction Observation Services	\$400,000
Task 3: Testing	\$65,000
<b>TOTAL</b>	<b>\$625,000</b>



### ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- ▼ OHM Advisors point of contact for this project is Kurt Bovensiepe.
- ▼ Estimated observation hours on-site is 2,750 hours based on a 44 week construction schedule.

### ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.

**Orchard, Hiltz, & McCliment, Inc.**

CONSULTANT

(Signature)

Christopher Ozog, AIA

(Name)

Project Manager

(Title)

March 1, 2023

(Date)

**City of Troy**

OWNER

(Signature)

(Name)

(Title)

(Date)

Cc: Rhett Gronevelt, Principal, OHM Advisors



City of Troy  
Oakland County, Michigan  
Contract Form

ARTICLES OF AGREEMENT, made and entered into this 12<sup>th</sup> day of June 2023 by and  
between C.E. Gleeson Constructors of Troy MI  
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

1. That all *Contract Documents*, as defined in the *Bid Specifications "RFP-COT 23-01 TROY PAVILION"*, hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her *Proposal* in strict accordance with the drawings, specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached *Proposal*, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the *Contract Documents*.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

**SIGNED BY:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Contractor (Company Name)

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

**WITNESS:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

**APPROVED BY (THE OWNER, CITY OF TROY):**

\_\_\_\_\_  
Purchasing Manager – Emily Frontera

\_\_\_\_\_  
City Manager – Mark F. Miller

\_\_\_\_\_  
Mayor – Ethan Baker

RESOLUTION NUMBER: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

BY: \_\_\_\_\_  
City Attorney – Lori G. Bluhm

ATTEST: \_\_\_\_\_  
City Clerk – M. Aileen Dickson



# Performance Bond

Bond No. 107804800

KNOW ALL MEN BY THESE PRESENT, that we the undersigned C. E. Gleeson Constructors, Inc., 984 Livernois,

(Contractor Name)

Troy, MI 48083

(Address)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

(Surety Name & Address)

as Sureties, are hereby held and firmly bound unto the **City of Troy** in the full and just sum of Dollars ( \$ <sup>Six Million Four Hundred Seventy Seven</sup> ~~Thousand and Nine/100 (\$6,477,000.00)~~ ) for the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the 12th day of June A.D. 20 23.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To complete the performance for: Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the above obligation is such that if the said principal shall well and faithfully do and perform the things agreed to by such Principal to be done and performed under the annexed Contract according to the terms thereof, then this obligation shall be void, otherwise the same shall remain in full force and effect.

AND PROVIDED, it is mutually agreed and understood that in cases where changes are required, either by the Owner of the Owner's Engineer, or by mutual agreement, such changes shall not modify, discharge or release this bond.

Signed and Sealed this 12th day of June 20 23

Signed, Sealed and Delivered  
in the Presence of:

C. E. Gleeson Constructors, Inc.

By: [Signature]

(Principal)

Travelers Casualty and Surety Company of America

By: [Signature]

Susan L. Small, Attorney-In-Fact

[Signature]  
(Surety) Meagan Reynolds, Surety Administrator





**Labor and Materials Bond**  
Bond No. 107804800

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned C. E. Gleeson Constructors, Inc., 984 Livernois,  
(Contractor Name)

Troy, MI 48083 hereinafter called the Principal, and  
(Address)

Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 hereinafter called the  
(Surety Name & Address)

Surety, are held and firmly bound unto the people of the **City of Troy** in the sum of Six Million Four Hundred Seventy Seven  
Thousand and None/100 dollars (\$ 6,477,000.00 ), in lawful money of the United States,  
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents. Sealed with seals, and dated this  
12th day of June A.D. 2023.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the 12th  
day of June A.D. 2023.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To furnish all labor and material for:  
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the  
Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the obligation is such that if payment shall be made by the Principal to  
any subcontractor or by him or any subcontractor as the same may become due and payable of all  
indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials,  
or supplies or any subcontractor to any person, firm, or corporation on account of any labor performed or  
materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise,  
the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be  
done under it, or the giving by the owner to the Contractor any extension of time for the performance of said  
contract or any other forbearance on the part of either party to the other shall not in any way release the  
Principal and the Surety or either of them, their heirs, executors, administrators, successors, or assigns from  
extension of time or forbearance is hereby waived.

Signed, Sealed and Delivered  
in the presence of:

C. E. Gleeson Constructors, Inc.

By 

(Principal)

Travelers Casualty and Surety Company of America

By 

(Surety)  Meagan Reynolds, Surety Administrator

Susan L. Small, Attorney-In-Fact

**Maintenance and Guarantee Bond**  
Bond No. 107804800

KNOW ALL MEN BY THESE PRESENTS, that C. E. Gleeson Constructors, Inc., 984 Livernois, Troy, MI 48063

\_\_\_\_\_ as Principal, and \_\_\_\_\_  
(Contractor Name & Address)  
Travelers Casualty and Surety Company of America, One Tower Square,  
(Surety Name & Address)

Hartford, CT 06183 \_\_\_\_\_ as Surety, are held and firmly bound unto **The City of Troy** in the sum of Six Million Four Hundred Seventy Seven Thousand and Nine/100 Dollars (\$6,477,000.00) good and lawful money of the United States of America, to be paid for to said, its legal representatives and assigns, for which payment well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this \_\_\_\_\_ 12th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ A.D., 20 23

WHEREAS, the above named principal has entered into a certain written contract with **The City of Troy** dated this 12th day of June A.D., 2023. WHEREIN the said principal covenanted and agreed as follows, to wit:

## Troy Pavilion

NOW, THEREFORE, the condition of this obligation is such, that by and under said contract, the above named Principal has agreed with the **City of Troy** that for a period of **one (1) year** from the date of final acceptance, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the **City of Troy** by notice served in writing, either personally or by mail, on the principal at

984 Livernois, Troy, MI 48083

(Address)

or its legal representatives or successors, or on the surety at

One Tower Square, Hartford, CT 06183

(Address)

will proceed at once to make such repairs as directed by said **City of Troy**; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said **City of Troy** shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said **City of Troy** may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said **City of Troy** shall not be held to obtain the lowest figures for the doing of the work, or any part there, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the **City of Troy** is final and conclusive. If the said principal for a period of **two (1) year** from the date of final acceptance shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work



which may have been disturbed without the consent of approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said **City of Troy** for any expenses incurred by making such repairs should the Principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said **City of Troy** from all suits and actions

for damages of every name and description brought or claimed against it for or an account of injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this 12th day of June A.D., 2023.

Signed, Sealed and Delivered in the presence of:

C. E. Gleeson Constructors, Inc.

(L.S.)

(L.S.)

Travelers Casualty and Surety Company of America

(L.S.)

Meagan Reynolds, Surety Administrator

Susan L. Small, Attorney-In-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan L. Small** of **TROY** **Michigan**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, **2023**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> VTC Insurance Group Troy Office 1175 W. Long Lake Ste. 200 Troy MI 48098-4960		<b>CONTACT NAME:</b> Debra Mirch <b>PHONE (A/C, No, Ext):</b> (248) 828-3377 <b>E-MAIL ADDRESS:</b> dmirch@vtcins.com <b>FAX (A/C, No):</b> (248) 828-3741	
<b>INSURED</b> C.E. Gleeson Constructors Inc. 984 Livernois Rd. Troy MI 48083		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Amerisure Mutual Insurance Co. <b>NAIC #</b> 23396 <b>INSURER B:</b> Amerisure Insurance Company <b>19488</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	CPP2089484	9/17/2022	9/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	CA20894830	9/17/2022	9/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single limit \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU20894900	9/17/2022	9/17/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A Y	WC2089491	9/17/2022	9/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented from Others			CPP2089484	9/17/2022	9/17/2023	\$250,000 Limit \$500 Deduct
B	Installation/Builder Risk			CPP2089484	9/17/2022	9/17/2023	\$400,000 Limit \$1,000 Deduct

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Troy Pavillion - 23-108 - Where required by written contract, C.E. Gleeson Constructors, Inc, The City of Troy, OHM Advisors, and Peter Basso Associates are add'l insured for General Liability (GL) as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Automobile liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the additional insureds as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Troy, MI 500 W. Big Beaver Road Troy, MI 48084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Alan Chandler/DMIRCH 

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ACORD 25 (2014/01)

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INS025 (201401)





# Troy Pavilion

REQUEST FOR QUALIFICATIONS / PROPOSAL  
CONSTRUCTION SERVICES

## C.E. GLEESON CONSTRUCTORS



C.E. GLEESON  
CONSTRUCTORS, INC.

### HEADQUARTERED

984 Livernois Road, Troy, MI 48083

SOUTHEAST OFFICE IN CHARLOTTE, NC

SOUTHWEST OFFICE IN AUSTIN, TX

(248) 647-5500

[GLEESONCONSTRUCTORS.COM](http://GLEESONCONSTRUCTORS.COM)





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February 9, 2023

City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084



RE: Request for Qualifications / Proposal  
RFQ / RFP-COT 23-10 Troy Pavilion

To Whom It May Concern

We appreciate the opportunity to submit our Qualifications for the Troy Pavilion Project. The selection process for a General Contractor is not simply about the company that becomes your builder, but rather the people and resources that will join your team to meet your goals and objectives. We recognize that for a project to be successful, a collaborative team approach will be essential.

We would welcome the chance to meet and further discuss our qualifications. If you have any questions or need any additional information, please do not hesitate to contact us

Very Truly Yours,

C.E. GLEESON CONSTRUCTORS, INC.

A handwritten signature in blue ink, appearing to read 'D Edick', is positioned above the printed name.

Dan Edick

Vice President of Estimating

Office Phone: (248) 647-5500  
Cell Phone: (248) 765-3389  
Email: edick@gleesonconstructors.com

# SECTION 1 ORGANIZATION INFORMATION



**C.E. GLEESON**  
CONSTRUCTORS, INC.



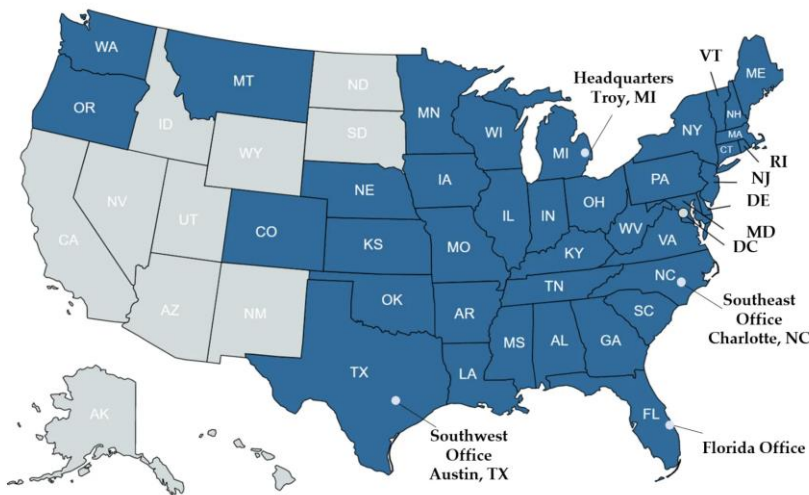
## Section 1: Organization Information

C. E. Gleeson Constructors, Inc., is a General Contractor and Construction Management firm specializing in Commercial, Industrial, Institutional, and Retail building construction. Founded by Clarence M. Gleeson in 1924 as Clarence Gleeson, Inc., and reincorporated in 1995, Gleeson Constructors has nearly one century of construction experience and has built innumerable projects

Our company is enriched by four generations of continuous family ownership and operation. We draw upon our rich heritage of old-school integrity, along with cutting-edge innovation in materials, technologies, processes, and methods, to meet 21st Century building challenges.



Gleeson Constructors is a client-driven company, providing services throughout the United States. We are headquartered in Troy, Michigan, with a Southeast Division in Charlotte, North Carolina, and a Southwest Division in Austin, Texas. Gleeson Constructors is dedicated to implementing your



building vision by taking your project from shovel to key. We offer complete pre-construction, general construction, construction management, and design-build services tailored to the exact needs of your project. Our philosophy of construction project execution is to deliver services tailored to the exact demands of your needs and visions!

### Organization Information

Name:	C.E. Gleeson Constructors, Inc.
Address:	984 Livernois Road, Troy, MI 48083
Phone:	(248) 647-5500
Business Organization:	Michigan Corporation
Key Officers:	Charles E. Gleeson, President / CEO Brad Baker, Vice President of Operations Dan Edick, Vice President of Estimating



# SECTION 2

## QUALIFICATIONS AND EXPERIENCE



**C.E. GLEESON**  
CONSTRUCTORS, INC.



## Section 2: Qualifications and Experience

Gleeson Constructors has the professional resources available to meet the goals of this project. We are proposing a highly qualified team whose combined knowledge, roles, and responsibilities will provide the necessary experience to direct this project to a successful completion.

Focused on client satisfaction and teamwork, our project team has the proven track record to successfully assist with more than just bricks and mortar. We work as an extension of your staff, always asking the right questions, while keeping your best interests at the forefront. We have extensive construction experience with local municipalities, non-profit organizations, and working with other contractors. Furthermore, our office is in Troy, and we are currently active constructing other projects in our community. This experience and proximity will result in a positive impact on this project.



The following highlights our proposed construction management staff and the specific roles each will play in this project, along with the experience each member brings to the team.

### Brad Baker – Vice President of Operations

Brad is responsible for ensuring that the firm's resources, including project staff, materials, equipment, and corporate services are available to the project team. The management team of Gleeson Constructors will be actively involved in the overall management of the project from start to finish.

### Dan Edick – Vice President of Estimating

Dan will be responsible for the overall project estimate. He will be responsible for pricing of alternates, competitive subcontractor bidding, purchasing, and awarding of subcontracts.

### Mike Tierney - Project Manager

Mike will be responsible for overall construction management. He will be the main point of contact on the project during construction. His focus is on managing the budget and the schedule. He coordinates all day-to-day activities with the project staff and provides construction phase project management. He will be responsible for scheduling, expediting, establishment of on-site lines of authority to carry out the project plan, and conducting progress meetings. His responsibilities also include preparing and monitoring the CPM schedule, establishing, and monitoring cost controls, processing and distributing all shop drawings and samples, securing permits as required and administering the terms of the contract.

### Matt Baglio - Project Superintendent

Matt will manage the field operations of the project's construction and maintain Gleeson Constructors' dedication to quality and safety. He will be responsible for all on-site coordination, scheduling, site logistics, and manpower.

See the attached organizational chart and resumes of the proposed key personnel that Gleeson Constructors proposes. The resumes validate that the project team possesses the appropriated training and certification required for a successful project delivery.

## Troy Pavilion Project Organizational Chart



**Brad Baker**  
*Vice President of  
Operations*

**Pre-Construction**

**Construction**

**Dan Edick**  
*Vice President of  
Estimating*

**Mike Tierney**  
*Project Manager*

**Matt Baglio**  
*Superintendent*

# BRAD BAKER

## VICE PRESIDENT OF OPERATIONS



### RESPONSIBILITIES:

- Company field operations
- Project management and quality control
- Cost Control
- Expedites shop drawings
- Receives, distributes, quotes bulletins
- Schedules projects
- Prepares monthly invoices/project close-out documents

### EDUCATION:

- **Michigan State University** - Bachelor of Science in Construction Management 2001

### CERTIFICATIONS:

- O.S.H.A. Safety Certification
- U.S. Department of Labor, Occupational Safety and Health Administration, Michigan State University (2000)

### RELEVANT EXPERIENCE



- **Broadway Public Safety Station**, Ashville, NC
- **John W. Hodges Public Safety Center**, Hope Mills, NC
- **Brother Rice High School Renovations** Bloomfield, MI
- **Sterling Heights Community Center**, Sterling Heights, MI
- **Arthur Leslow Community Center**, Monroe, MI
- **Criminal Justice Resource Center**, Durham, NC
- **Hoke Early College Building**, Pinehurst, NC
- **Macomb County Medical Examiners Office**, Macomb, MI
- **St. Regis Parish Renovation**, Bloomfield, MI
- **Pack Memorial Library**, Asheville, NC
- **LA Fitness International 29 locations**
- **The Fresh Market**, Raleigh, NC
- **Whole Foods Market**, Birmingham & East Lansing, MI
- **Equinox Health Club**, Bloomfield Hills, MI
- **The Fresh Thyme Market**, Toledo, OH



# DAN EDICK

## VICE PRESIDENT OF ESTIMATING



### RESPONSIBILITIES:

- Owner requirements gathering during planning & design
- Program budget creation
- Comprehensive estimating
- Leading budget reviews, VA / VE sessions
- Facilitate procurement of subcontractors & suppliers

### EDUCATION:

- Eastern Michigan University – Bachelor of Science in Construction Management 2009
- Oakland Community College – Associate in Applied Science in Construction Management 2006

### CERTIFICATIONS:

- Associate Constructor, AIC
- Lead Certified Renovator, EPA
- Notary of America
- Water Restoration Technician, IICRC

### RELEVANT EXPERIENCE



Macomb Medical



Sterling Heights Comm Center



GM



Ford

- Broadway Public Safety Station, Ashville, NC
- John W. Hodges Public Safety Center, Hope Mills, NC
- Brother Rice High School Renovations Bloomfield, MI
- Sterling Heights Community Center, Sterling Heights, MI
- Arthur Leslow Community Center, Monroe, MI
- Criminal Justice Resource Center, Durham, NC
- Hoke Early College Building, Pinehurst, NC
- Macomb County Medical Examiners Office, Macomb, MI
- St. Regis Parish Renovation, Bloomfield, MI
- Pack Memorial Library, Asheville, NC
- Ford AGV Program, Dearborn, MI
- Ford DDMP Improvements, Dearborn, MI
- Ford P552 Program, Dearborn, MI
- Ford Allen Park Testing Facilities, Dearborn, MI
- GM Engineering Building, Warren, MI
- GM VEC Transformation, Warren, MI



# MIKE TIERNEY

## PROJECT MANAGER



### RESPONSIBILITIES:

- Project Management
- Quality and Cost Control
- Expedites Shop Drawings
- Project Scheduling
- Conducts Progress Meetings
- Preparation of Monthly Invoices
- Processes Payments to Subcontractors
- Prepares Project Close-Out Documents

### EDUCATION:

- Ferris State University, College of Technology – Bachelor of Science in Construction Management
- Oakland Technical Center, Northeast Campus – Completed Two-Year Building Trades Program

### LICENSES:

- OSHA 30 Hour
- Foreman Training Workshop
- PCG Estimator/Engineer College
- Superintendent Leadership Academy
- Firestop 101: A Life Safety Issue

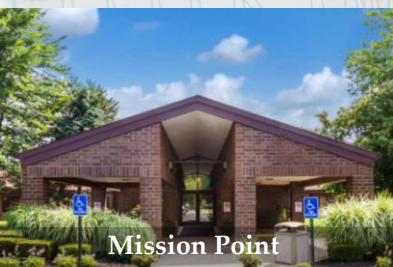
### RELEVANT EXPERIENCE



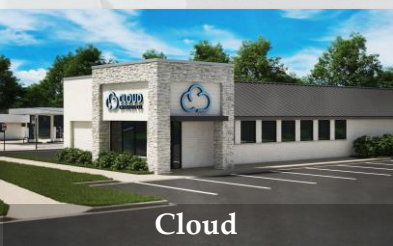
- LA Fitness, Nottingham, Md
- GM Power Train, Romulus, MI
- Ford Caputo Animal Hospital, Redford, M
- Red Run Golf Club, Royal Oak, MI



- Mission Point, Clarkston, MI
- Brother Rice- Courtyard Addition, Bloomfield Hills, MI
- Meijer, Indianapolis, IN
- Cloud Gaylord, Gaylord, MI



- Beaumont Hospital- 9 Projects, Dearborn, MI
- Forest Lake Country Club, Bloomfield, MII
- Libby Hospital, Spokane, WA
- ATAP Early Childhood, Pontiac, MI



- Monroe Housing Commission River Park Plaza, Monroe, MI
- Hartsfield Jackson International Airport, Atlanta, GA
- Ford CAP Demolition, Chicago, IL



# MATT BAGLIO

## PROJECT SUPERINTENDENT



### RESPONSIBILITIES:

- On Site Supervision Of Commercial Buildings And Personnel
- Site Layout
- Scheduling
- Subcontractor Supervision
- Quality Control
- Review Of Submittals

### EDUCATION:

- Michigan State University, – Bachelor of Science in Construction Management

### CERTIFICATIONS:

- O.S.H.A. Safety Certification
- American Red Cross - CPR Certification

### RELEVANT EXPERIENCE



- LA Fitness, Sterling Heights, MI
- Equinox, South Lansing, MI



- Menards, South Lansing, MI
- Macomb County Medical Examiners Office, Mt Clemens, MI



- Forest Lake Country Club, Bloomfield, MI
- Birmingham Ice Arena, Birmingham, MI
- Inn at St. Johns, Plymouth, MI



- Sterling Heights Community Center, Sterling Heights, MI



# SECTION 3

## PROJECT APPROACH



**C.E. GLEESON**  
CONSTRUCTORS, INC.



## Section 3: Project Approach

Construction projects must be completed considering varying goals, objectives, and constraints. An individualized project approach must be developed for every project to address these specific concerns. See outlined below the services and capabilities that C.E. Gleeson Constructors will implement to ensure a successful project completion.

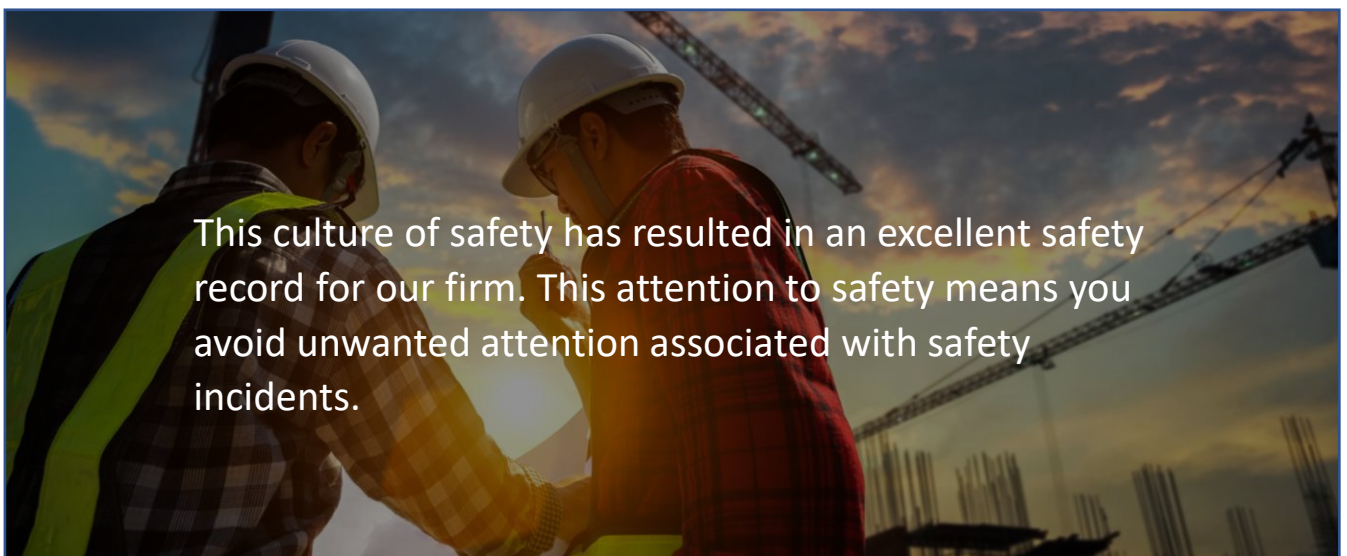
### Safety

At Gleeson Constructors, Safety is a value that exceeds all others. Every member of the Project Team is empowered to make safe decisions and is held accountable for their actions. Our Safety Program succeeds through proactive training programs available to all employees and required of all supervisors, a company-wide accountability program and an unwavering commitment from top management.

Every person on a Gleeson job site is required to follow our Safety Standards. Trade Contractors are subject to a rigorous qualification process, including review of EMR and past safety record. Trade Contractors are required to complete a Site-Specific Safety Plan prior to work start, which is reviewed by the project team.

The Superintendent and Project Manager play active roles in the Gleeson Constructor's safety program to ensure compliance with applicable policies and regulations. The procedures that are be implemented include:

- Provide documented jobsite safety inspections.
- Perform daily inspections by the superintendent.
- Provide safety orientations for all subcontractors and suppliers upon mobilization to the site.
- Implement employee drug screening procedures as required.
- Compile documentation of subcontractor MIOSHA mandated training.
- Conduct accident and loss investigations.
- Document safety at all owner and subcontractor progress meetings.
- Record safety issues on the superintendent's daily reports.



This culture of safety has resulted in an excellent safety record for our firm. This attention to safety means you avoid unwanted attention associated with safety incidents.



## Section 3: Project Approach

### Quality

Quality begins through careful, proper planning using a project-specific quality planning process. To ensure the highest quality services, we have implemented the following initiatives:



- Prequalify all subcontractors.
- Evaluate performance of subcontractors and incorporate as part of the selection and construction process.
- Review submittals and shop drawings for compliance with Contract Documents.
- Identify potential errors and omissions and issue corresponding requests for information.
- Coordinate third party testing.
- Coordinate municipal inspections.
- Execute punch list inspections and monitor past data to identify tendencies.
- Perform follow-up warranty inspections and monitor for tendencies.
- Review feedback from our customers and subcontractors to monitor their view of our services to define improvements.

### Project Schedule

Gleeson Constructors believes it is highly qualified to understand the challenges associated with creating a realistic but aggressive schedule. More importantly, we have the first-hand experience needed to make it happen in the field.

A successful schedule is much more than simply making the end date. The schedule and the priority it represents is about detailed planning, an ability to effectively communicate the plan to all levels on the project, and use of knowledge and foresight to manage the plan's execution. Gleeson Constructors works collaboratively with the project team and devotes the necessary resources to meet or exceed the proposed milestones. To ensure the proposed schedule is expedited, we implement the following scheduling activities:

- Develop a Construction Schedule that spans from design through occupancy.
- Identify the responsibilities among the members of the team associated with each activity.
- Identify key milestone dates, long lead items, and Owner furnished equipment deliveries.
- Monitor the schedule on a regular basis at all progress meetings.
- Update the Construction Schedule to reflect changes to the scope of work.
- Evaluate the use of overtime and/or second shift work to expedite the schedule.

## Section 3: Project Approach

### Estimating and Value Engineering

The importance that early and accurate estimating and cost management play in the success of planning a construction project is tremendous. Our experience with cost containment and value engineering is a core strength. By being part of regularly scheduled meetings with the project team, we will provide advice concerning selection of materials, building systems, and equipment; constructability; availability of labor and materials; factors relating to cost, including costs of alternative materials and designs; and possible economies.

Gleeson Constructors continuously reviews the drawings as they are produced to investigate ways to save money, time and improve quality. Through our continuous budget updates and cost-saving suggestions, the Owner will be ensured that there are no surprises on the budget.

We develop the estimates using a combination of in-house historical cost information as well as “real time” pricing from subcontractors that reflect actual market conditions and its effect on labor and material availability. This allows the Owner to make decisions throughout the process to maximize its purchasing value.



Gleeson Constructors takes full responsibility and manages the procurement of Trade Contractors to ensure a competitive and quality driven process. We do not employ any trade workers; however, we have established strong working relationships with subcontractors within each building trade group who have proven themselves to be reliable and that provide the level of quality we expect.

We make a point to include these proven subcontractors on every bid list that we develop. We also make a concerted effort to supplement our bid lists with other subcontractors based upon project specific criteria such as capacity, experience, and location. This approach enables us to ensure that the selected group of subcontractors is both proven and competitive.

## Section 3: Project Approach

### Planning

Gleeson Constructors develops a comprehensive site and building logistics plan that minimizes the impact on pedestrians and visitors, eliminates potential conflicts and facilitate a safe working environment during the construction of the project. Our logistics plan will address the following issues:



- Identify the location of traffic barricades to separate vehicle traffic and construction activity.
- Identify the location of pedestrian barricades to separate foot traffic and construction activity.
- Define locations for construction labor parking.
- Define locations for construction material and equipment staging areas.
- Coordinate security requirements at site points of entry.
- Register on-site personnel.
- Establish locations for dumpster.
- Coordinate MEP disconnects.
- Install temporary HVAC filters.

### Technology

Gleeson Constructors implements multiple technological tools to improve our customer service and overall management of the project which promote seamless communication between the Owner, Architect and General Contractor.

- Timberline is our accounting software which includes a Project Management module that includes job costing, subcontractor paperwork and requirements and job correspondence.
- Building Connected is our on-line plan room. The plan room provides everyone on the project team access to the most current contract documents via any internet connection. In addition to serving the project team, the Owner would have the ability to similarly track the project status from any remote location.
- On Screen is our estimating software. The take-off quantities developed by this program are tied directly to our historical cost database which allows us to develop accurate budget estimates.
- Microsoft Project is our scheduling software. This is used to establish all project milestones and assigns specific responsibilities to the individual team members. The project schedule is updated regularly during the construction phase of the project to ensure all the milestone dates are met.
- PlanGrid connects our operations staff and collaborative team members with up-to-date drawings, markups, RFI's, Submittals, punch lists and other project documentation.



# SECTION 4

## QUESTIONNAIRE



**C.E. GLEESON**  
CONSTRUCTORS, INC.

## Section 4: Questionnaire

### QUESTIONNAIRE

- 1. Has your company successfully completed at least one (1) Timber Structure in the last 5 years?**

Yes. The Project Name is Midtown Point. See the attached Project Summary.

- 2. Please list at least five (5) completed projects in the last five years of \$5M-\$10 million with similar organizations and project types.**

Sterling Heights Community Center  
Birmingham Ice Arena Renovation and Addition  
Macomb County Medical Examiner Additions and Renovations  
John W. Hodges Public Safety Center  
LA Fitness Multiple Locations

See the attached Project Summaries.

- 3. The ice rink contract will be held directly with the City of Troy, the coordination of the ice rink will be required by the General Contractor, because of this, as the GC please give a brief description of how your company plans to coordinate the installation of the ice rink with the overall pavilion/park project.**

While providing Construction Services, we will become an integral member of your Project Team. We will work in collaboration with your ice rink contractor to develop a plan that ensures all logistic, safety, and schedule requirements are satisfied.

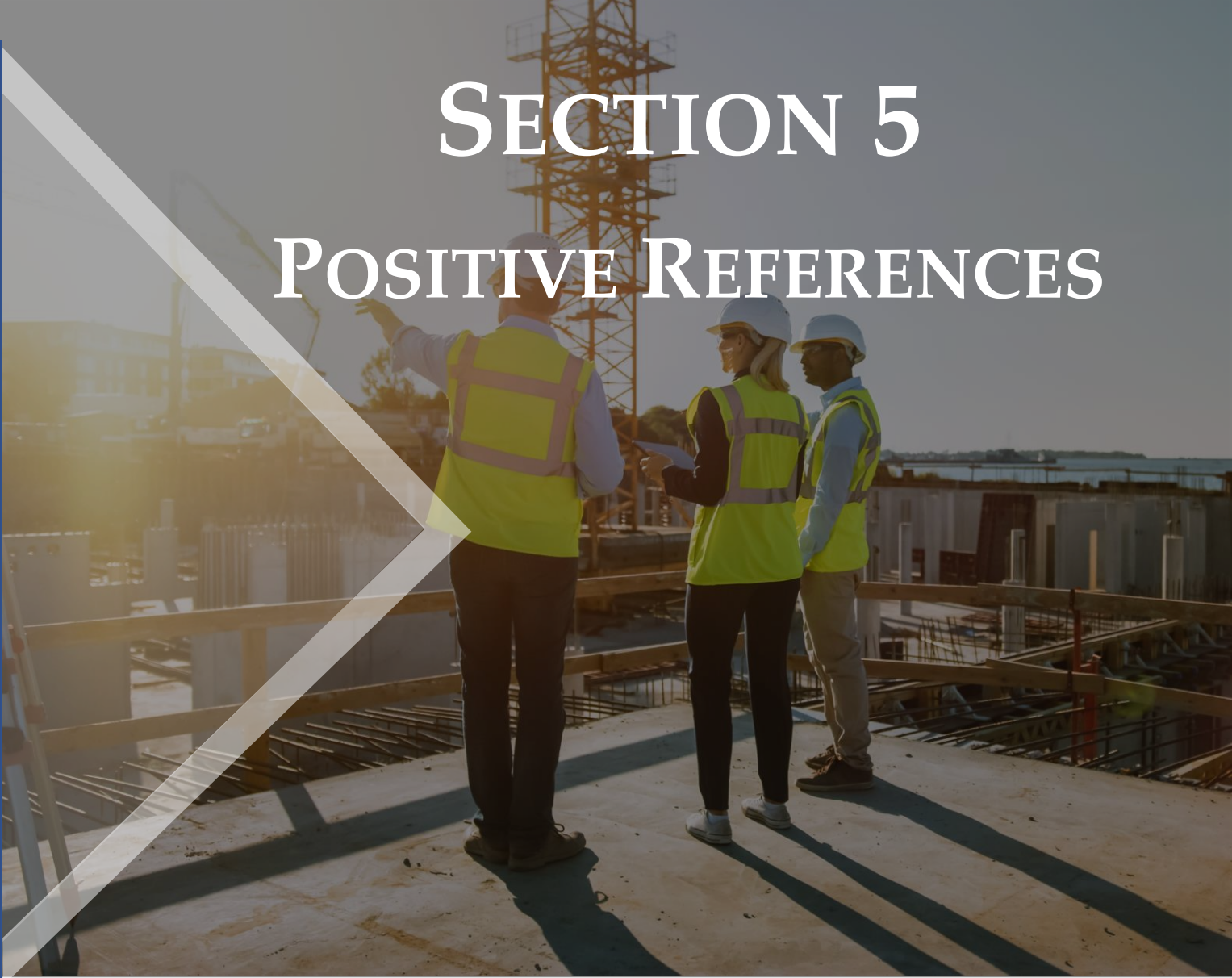
The basis for the successful delivery of the project will be consistent communication. It would be recommended that the ice rink subcontractor attend a project kick-off meeting with our team prior to any work performed and continue to attend the weekly subcontractor meetings throughout the project duration.

As noted above, Gleeson Constructors has recent experience with an ice arena project. This will prove beneficial in understanding and accommodating the needs of the ice rink contractor.



# SECTION 5

## POSITIVE REFERENCES



**C.E. GLEESON**  
CONSTRUCTORS, INC.

## Section 5: Positive References

### POSITIVE REFERENCES

Find below contact information for the owner representatives for all the projects referenced in the Questionnaire Section of the Qualification package. These references will be able to attest to the quality and past performance of our firm.

Midtown Point  
David G. Webster  
Construction Analyst  
US Dept of HUD  
313.234.7452 (Tuesday and Wednesday)  
440.666.9731 (Other Times)

Sterling Heights Community Center  
Kyle R. Langlois, CPRE  
Parks and Recreation Director  
586.446.2705

Birmingham Ice Arena Renovation and Addition  
Robert Stempien, AIA  
Sr. Vice President  
Plant Moran Cresa  
248.603.5252

Macomb County Medical Examiner Additions and Renovations  
Andy Fountain  
Sr. Vice President  
Plant Moran Cresa  
248.343.2714

John W. Hodges Public Safety Center  
Drew Holland  
Finance Director  
Town of Hope Mills  
910.426.4102

LA Fitness Multiple Locations  
Gary Collins  
Vice President Development  
224.244.8422

# STERLING HEIGHTS COMMUNITY CENTER

## INSTITUTIONAL

STERLING HEIGHTS, MI

CITY OF  
**Sterling Heights**

### CLIENT:

- City of Sterling Heights



### PROJECT DESCRIPTION:

- We were awarded the development of the Community Center in Sterling Heights, MI. This is a beautiful center piece and gathering place for the community.
- It features a tot center, teen center, two gymnasiums, an indoor track, and dance and fitness rooms.

#### Architects:

- Hartman Architects

### KEY STATS:

- 98,000 SF
- \$25 Million Contract

#### Team Members:

- Brad Baker

### CLIENT REFERENCES:

**Kyle R. Langlois, CPRE**  
Parks and Recreation Director  
586.446.2705





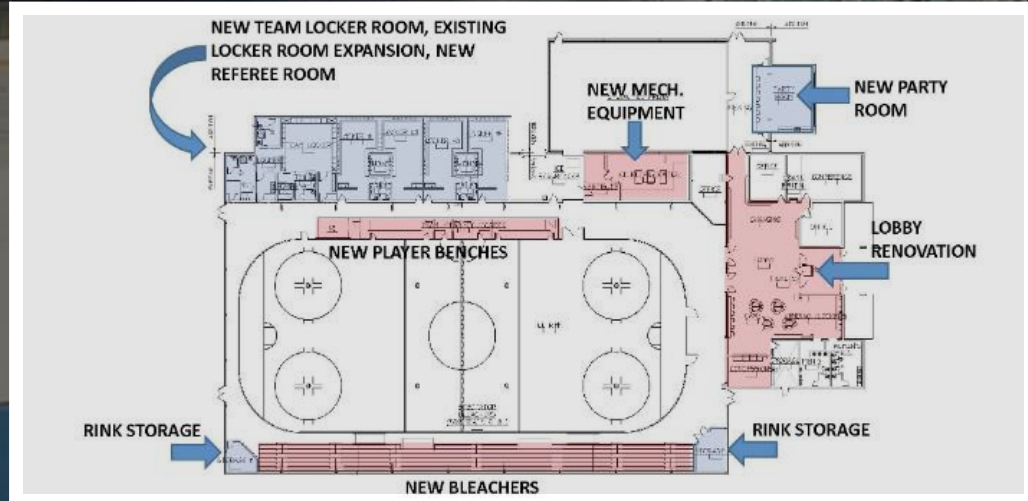
# BIRMINGHAM ICE ARENA RENOVATION AND ADDITION

## INSTITUTIONAL

BIRMINGHAM, MI

CLIENT:

- City of Birmingham



## PROJECT DESCRIPTION:

- Complete removal and replacement of existing ice rink.
- Locker room expansion and remodel of existing locker rooms. Addition of a 5th locker room and team locker room.
- New observation area and meeting room space as well as new concessions upgrades.
- Complete removal and replacement of ice plant.

## KEY STATS:

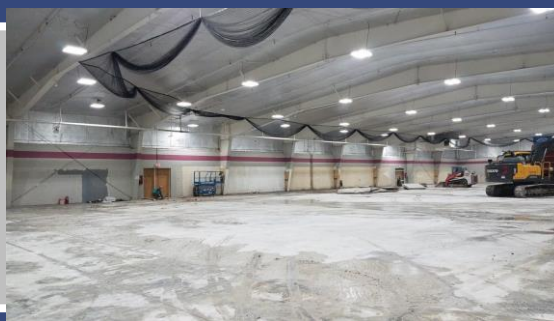
- 45,000 SF
- \$5.1 Million Contract

## CLIENT REFERENCES:

**Robert Stempien, AIA**  
Sr. Vice President  
Plant Moran Cresa  
248.603.5252

## Architects:

- Andrus Architecture, Inc



# MACOMB COUNTY MEDICAL EXAMINER

## ADDITIONS AND RENOVATIONS

INSTITUTIONAL  
MOUNT CLEMENS, MI



### CLIENT:

- Macomb County office of the Executive



### PROJECT DESCRIPTION:

- Renovations and additions, including new unisex toilet room, demolition of the existing porte cochere and addition of an enclosed garage area for pick up and delivery as well as vehicle forensic work areas and an expanded body cooler.
- Site work includes new security fencing and gates, new asphalt paving and generator installation.

### Architects:

- Wakely Associates, Inc/Architects

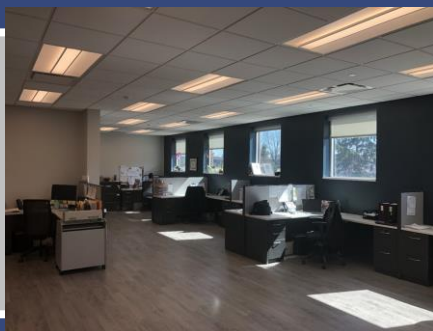


### KEY STATS:

- Morgue was kept operational throughout construction
- 8,000 SF renovation
- 7,900 SF addition
- \$3.6 Million Contract

### CLIENT REFERENCES:

**Andy Fountain**  
Sr. Vice President  
Plant Moran Cresa  
248.343.2714





# JOHN W. HODGES PUBLIC SAFETY CENTER

## INSTITUTIONAL

HOPE MILLS, NC

### CLIENT:

- City of Hope Mills



### PROJECT DESCRIPTION:

- We were awarded the development of the Community Center in Hope Mills, North Carolina. The project consisted of Construction of a public safety building. Project consists of demolition, erosion control, storm sewer, traffic control, utilities, landscaping, plumbing, fire protection, and electrical.

#### Architects:

- Garner & Brown Architects



### KEY STATS:

- Contract: \$11,460,000
- 43,347 SF

#### Team Members:

- Brad Baker

### CLIENT REFERENCES:

**Drew Holland**  
Finance Director  
Town of Hope Mills  
910.426.4102

C.E. GLEESON  
CONSTRUCTORS, INC.



# LA FITNESS

## RETAIL

### OVER 140 LOCATIONS

- IN    ▪ TN    ▪ NC
- MI    ▪ NY    ▪ NJ
- MD    ▪ PA    ▪ MN
- RI    ▪ TX    ▪ VA
- SC    ▪ IL
- FL    ▪ MA

### CLIENT:

- LA Fitness International, LLC



### PROJECT DESCRIPTION:

- Large facility buildout for the expanding LA Fitness franchise.
- C.E. Gleeson was contracted to build over 50 fitness facilities across 16 states.

#### Architect

- Studio 222 Architects

### KEY STATS:

- 5,000,000 Sq. Ft.
- 140 Fitness Centers
- 16 States

#### Team Members:

- Brad Baker
- Michael Tierney

### CLIENT REFERENCES:

**Gary Collins**  
Vice President Development  
224.244.8422



C.E. GLEESON  
CONSTRUCTORS, INC.





# MIDTOWN POINT

## MULTI-FAMILY

Royal Oak, MI



### CLIENT:

- Midtown Pointe, LLC



### PROJECT DESCRIPTION:

- Large Multi-Family Project
- Midtown Pointe contracted C.E. Gleeson for a large-scale development project to expand housing opportunities and attract more residents in Royal Oak, Michigan

#### Architect

- Progressive Associates, Inc

### KEY STATS:

- 19 Apartment Buildings
- 186 Units
- \$30.4 Million Contract
- Completed 12/2020

### CLIENT REFERENCES:

**David G. Webster**  
Construction Analyst,  
US Dept of HUD  
313.234.7452 (Mon-Tues)  
or 440.666.9731

C.E. GLEESON  
CONSTRUCTORS, INC.





# SECTION 6

## SUBCONTRACTOR LIST



C.E. GLEESON  
CONSTRUCTORS, INC.

## Section 6: Subcontractor List

The final selection of the subcontractors that will be utilized on the project has not been confirmed at this time. It is proposed that a list of prospective subcontractors be reviewed during the interview process to better identify firms that will support the project most effectively. A final list subcontractors will be provided to the City of Troy within two weeks after award of the project.



# THANK YOU



## C.E. GLEESON CONSTRUCTORS



**C.E. GLEESON**  
CONSTRUCTORS, INC.

### HEADQUARTERED

984 Livernois Road, Troy, MI 48083

SOUTHEAST OFFICE IN CHARLOTTE, NC

SOUTHWEST OFFICE IN AUSTIN, TX

(248) 647-5500

[GLEESONCONSTRUCTORS.COM](http://GLEESONCONSTRUCTORS.COM)



## **SECTION 5: BID PROPOSAL**

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of new park and pavilion within City of Troy Civic Center.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

The Work of the Project is defined by the Contracts Documents and consists of the following;

**The scope of this project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment. The City has executed a contract with Serv-Ice for the installation of ice rink surface including concrete, cooling lines, sand and insulation and associated equipment. Additional items by Serv-Ice is noted on the drawings for reference. Contractor is to coordinate work with ice rink contractor to provide a completed and comprehensive project.**

### **THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.**

**BID PROPOSAL:** A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part, and include the following:

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Set up and maintain job trailer(s), temporary utilities, site security, dumpsters, sanitary facilities, etc. to support construction.
- Provide full time job site supervision.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean-up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with design professional and issue field memos and clarifications as required.
- Construction survey services to be provided by Contractor.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- Coordinate inspections, materials testing, and special testing with design profession and City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.
- Assistance and coordination of equipment startup and training.



## **SECTION 6: TERMS AND CONDITIONS**

### **SIGNATURE**

Each authorized representative of the organization must sign the RFQ/RFP with their usual signature and shall give their full business address. RFQ/RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFQ/RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFQ/RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

### **AWARD OF CONTRACT**

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the PROPOSAL, evaluation of the cost proposal, professional competence, references that include evidence of completion of at least five (5) projects of similar scope and size for municipalities, colleges and universities, cultural institutions, business district associations, etc. Firms must also demonstrate an understanding of the services required, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept any or all optional features offered with additional pricing proposed, whatever is deemed to be in the City's best interest.

### **PURCHASE ORDER**

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the Contractor. Once notified, the Contractor will be required to submit the specified bonds. A purchase order will be issued in approximately one week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with the proposal.

### **CONTRACT FORMS**

The Contractor must complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms, Indemnification (Hold Harmless) Clause and return with your bid proposal.

### **DOWNPAYMENTS OR PREPAYMENTS**

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or prepayment of any kind will not be considered for award. The designated City representative will make payment approval of all items upon acceptance of the work being invoiced.

### **CONTRACT TERMINATION**

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

### **TERMINATION FOR CONVENIENCE**

The City may cancel the contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

COMPANY NAME: C.E. Gleeson Constructors, Inc.



#### **PERMITS**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said City permits will be waived.

#### **MICHIGAN CONSTRUCTION LIEN ACT**

The Contractor agrees that he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

#### **PUBLIC ACT 57**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

#### **BOND SUBMITTAL**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

#### **IMPORTANT INFORMATION**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the proposal provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the proposal price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

#### **DOCUMENTS AND SUBMITTALS AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

#### **USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

#### **WORKING HOURS**

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

#### **UTILITY USE**

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

#### **OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

#### **MUTUAL RESPONSIBILITY**

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

#### **CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

#### **OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

#### **PAYMENT APPLICATIONS AND PROJECT COMPLETION**

**Contract Sum:** The Contract Sum is stated in this agreement.

#### **PROGRESS PAYMENTS**

The City of Troy will consider a progress payment schedule for work as completed in accordance with the proposal. The Owner or City Representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with the proposal. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

#### **PROPOSED PAYMENT SCHEDULE: Monthly**

#### **SCHEDULE OF VALUES**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

#### **RETAINAGE**

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

#### **PROTECTION OF PERSONS AND PROPERTY**

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

### **SAFETY OF PERSONS AND PROPERTY**

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

### **INSPECTION OF WORK**

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

### **CORRECTION OF WORK**

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

### **COMPLETION SCHEDULE AND LIQUIDATED DAMAGES**

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the Contractor and shall be closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: December 1, 2023,**

**Failure of the bidder to complete the project as specified shall result in the following penalties:**  
**\$750 per day every calendar day after final completion date that the project is not complete.**

### **MATERIAL SAFETY DATA SHEET**

**All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.**

COMPANY NAME: C.E. Gleeson Constructors, Inc.



**SIGNATURE PAGE**

**PRICES:**

Price quoted shall remain firm for 60 Days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with bid specifications.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_



**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID 38-2941498

COMPANY C.E. Gleeson Constructors, Inc.

ADDRESS 984 Livernois Road CITY Troy STATE MI ZIP 48083

PHONE ( 248 ) 647-5500 FAX ( 248 ) 647-5530

REPRESENTATIVE NAME Brad Baker

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_

 (Print)

PAYMENT TERMS: Net 30/ Per Contract

E-MAIL: bbaker@gleesonconstructors.com

COMPLETION: **AS SPECIFIED**

BID CHECK #: 2847

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFQ/RFP must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFQ/RFP process. Laser Edging Wave pattern for decorative metal panel screen is not included at this time. Once CAD file is provided for the pattern, we can add this into our base bid.

**ACKNOWLEDGEMENT:**

I, Brad Baker, certify that I have read the **Instructions to Bidders** (4 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or Bidnet Direct (MITN) website, www.bidnetdirect.com/city-of-troy-mi and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_



**NOTE:**

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**CURRENCY:**

Contract prices will be in U. S. Funds.

**The following questions were asked as project details and site overview were discussed:**

**QUESTION:** What is suggested for laydown area?

**ANSWER:** Several areas are possible, can coordinated based on size of area needed, timing, and access requirement during construction

**QUESTION:** Is the ice rink cost to be included with this proposal?

**ANSWER:** Contract already awarded to a separate contractor. Do not include in proposals.

**QUESTION:** Request for ice rink proposal.

**ANSWER:** Project Scope for ice rink included in addendum (9 pages).

**QUESTION:** Does the project include fire panels?

**ANSWER:** There is no fire alarm or fire suppression system.

**QUESTION:** Is the Ecostructure system / access control stand alone?

**ANSWER:** It is not stand alone and is tied back to the City's existing access control and Building Management systems. The Ecostructure is the HVAC lighting component, Security Expert is the access control and Pelco is the camera system.

**QUESTION:** Question regarding access control structure- is the system a mercury panel based system and can alternate components to Schneider Electric components be used as long as they are mercury based?

**ANSWER:** System components must integrate with our/Schneider Electric Security Expert system. Submit an RFI if additional clarification is necessary. Submit substitution request if products aren't noted in specifications to get approval during bids.

**QUESTION:** Culverts look to be ornate.

**ANSWER:** Culverts are poured in place wall, stamped face.

**QUESTION:** Whose responsibility is it to secure the site during construction and at what extent.

**ANSWER:** The contractor will be required to provide site security with the understanding that the neighboring parcels will remain active during construction.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 1 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 23-01, TROY PAVILION**. All other items in the original bid proposal remain the same. This Addendum 1 should be attached to the electronic bid submission, on or before Thursday, February 9, 2023 at 10:00 AM EDT.

COMPANY:

C.E. Gleeson Constructors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Brad Baker

SIGNATURE:



ADDRESS:

984 Livernois Road, Troy, MI  
48083

DATE:

02-09-2023



January 26, 2023

Addendum 2  
RFP-COT 23-01  
Troy Pavilion  
Page 1 of 1

**To All Bidders:**

Please be advised that the City of Troy Purchasing Department has authorized the following clarification(s) and or changes(s) to the specifications for **RFP-COT 23-01 Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.


**Please see the attached document (71 pages) provided from OHM Advisors for clarification.**

Please be advised that the City of Troy Purchasing Department has authorized the following clarifications and or change(s) regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES and or CLARIFICATION(S) will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 2 and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 23-01, TROY PAVILION**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission, on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY: C.E. Gleeson Constructors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE: Brad Baker

SIGNATURE: 

ADDRESS: 984 Livernois Road, Troy, MI  
48083

DATE: 02-09-2023



February 2, 2023

Addendum 3  
RFP-COT 23-01  
Troy Pavilion  
Page 1 of 1

**To All Bidders:**

Please be advised that the following additional questions have been received for clarification for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

**Please see attached documents (102 pages) providing clarification to the following RFI requests:**

RFI 1 – Troy Pavilion RFI Form 01252023  
RFI 2 – Taxes  
RFI 3 – Standing Seam Roof  
RFI 4 – Door Hardware  
RFI 5 – Staging -EGLE  
RFI 6 – Ice Rink Coordination  
RFI 7 – Electrical Conduit  
RFI 8 – Landscaping Irrigation  
RFI 9 – Plants  
RFI 10 – AWI Cert  
RFI 11 – Troy Pavilion  
RFI 12 – Technologies

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this Addendum 3 and have integrated the clarification(s) and or change(s) into the *Bid Proposal* and *Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This Addendum 2 should be attached to the electronic bid submission on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY:

C.E. Gleeson Constructors, Inc.

NAME OF AUTHORIZED COMPANY REPRESENTATIVE:

Brad Baker

SIGNATURE:

A handwritten signature in black ink, appearing to be 'BR' or similar, written over a horizontal line.

ADDRESS:

984 Livernois Road, Troy, MI  
48083

DATE:

02-09-2023





February 6, 2023

Addendum 4  
RFP-COT 23-01  
Troy Pavilion  
Page 1 of 1

**To All Bidders:**

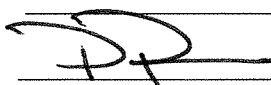
Please be advised that the following additional questions have been received for clarification for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

**Please see attached documents (2 pages) providing clarification to the following RFI requests:**

**RFI 13 – Plumbing Fixture Schedule**  
**RFI 14 – Electrical Lighting Fixture**

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this **Addendum 4** and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This **Addendum 4** should be attached to the electronic bid submission on or before **Thursday, February 9, 2023 at 10:00 AM EDT**.

COMPANY:	C.E. Gleeson Constructors, Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Brad Baker
SIGNATURE:	
ADDRESS:	984 Livernois Road, Troy, MI 48083
DATE:	02-09-2023



February 7, 2023

Addendum 5  
RFP-COT 23-01  
Troy Pavilion  
Page 1 of 1

**To All Bidders:**


Please be advised that the City of Troy Purchasing Department has authorized the following clarification and or change(s) for **RFP-COT 23-01, Troy Pavilion**. The clarification(s) and or change(s) will be considered an integral part of the original proposal document.

**Please see information below issued for clarification.**

- The City, for schedule logistics and coordination, is moving the responsibility of the *Bronze Statue* onto the Contractor as part of this project. The \$30,000 Allowance added in Addendum 3 is for the statue move and final details will be coordinated with the awarded bidder.

Please be advised that the City of Troy Purchasing Department has authorized the following ANSWERS TO QUESTIONS regarding Bid Proposal **RFP-COT 23-01, Troy Pavilion**. The CHANGES will be considered an integral part of the original proposal documents.

I, the undersigned bidder, have read this **Addendum 5** and have integrated the clarification(s) and or change(s) into the *Bid Proposal and Specifications* for **RFP-COT 23-01, Troy Pavilion**. All other items in the original bid proposal remain the same. This **Addendum 5** should be attached to the electronic bid submission on or before Thursday, February 9, 2023 at 10:00 AM EDT.

COMPANY:	C.E. Gleeson Constructors, Inc.
NAME OF AUTHORIZED COMPANY REPRESENTATIVE:	Brad Baker
SIGNATURE:	
ADDRESS:	984 Livernois Road, Troy, MI 48083
DATE:	02-09-2023



## **SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS**

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- ☒ (X) We can meet the specified insurance requirements.
- ☐ ( ) We cannot meet the specified insurance requirements.
- ☐ ( ) We do not carry the specified limits but can obtain the additional insurance coverage of \$\_\_\_\_\_, at the cost of \$\_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your SOQ.
- ☐ ( ) Our proposal is reduced by \$\_\_\_\_\_ if we lower the requirement to \$\_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the RFQ/RFP document at the time of submission of the RFQ/RFP to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

### **INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMPANY NAME: C.E. Gleeson Constructors, Inc.

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY**, including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP)** Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence, \$3,000,000 aggregate, naming City of Troy as insured.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: *The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.*

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: C.E. Gleeson Constructors, Inc.





**CITY OF TROY**  
**INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,

C.E. Gleeson Constructors, Inc. \_\_\_\_\_ agrees to defend, pay on  
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

Troy Pavilion

Contract / Agreement

C.E. Gleeson Constructors, Inc. Brad Baker \_\_\_\_\_ 02/09/2023

Contractor/Organization representative signature/date

Witness

City of Troy representative signature/date

Witness



## **SECTION 8: ATTACHMENTS**

### **CONTRACT FORMS:**

Bidders should use the following form for additional information or questions concerning this project.

#### **Forms during Bidding**

- RFI (Request for Interpretation) Form

Bidders should complete and sign the following forms and return with your qualifications package.

#### **Forms for Bid Proposal**

- Legal Status of Bidder
- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- "Iran Linked Business"
- Proposer's Sworn and Notarized Familial Disclosure

Bidders should complete and sign the following form and return if providing no bid:

- Statement of No Bid (If applicable)

The following forms are provided for execution during project:

#### **Forms for Contract Execution**

- City of Troy Contract Form
- Performance Bond
- Labor and Materials Bond
- Maintenance and Guarantee Bond

#### **Forms for Payment and Closeout**

- Contractor's Affidavit
- Contractor's Declaration
- Final Waiver of Lien
- Consent of Surety to Final Payment



## Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

A **corporation** duly organized and doing business under the laws of the State of Michigan for whom Brad Baker, bearing the office title of Vice President of Operations, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

~~AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:~~

_____	_____
-------	-------



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

**Brad Baker**

\_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is Vice President of Operations. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

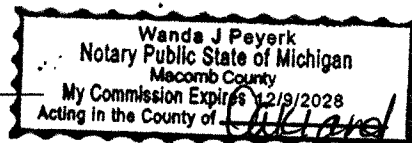
SIGNATURE OF PERSON SUBMITTING BID

  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this 9th day of February, 2023 in and for \_\_\_\_\_  
Oakland County.

My commission expires:

12/9/28







---

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

☒ ***I am able to certify to the above statements.***

C.E. Gleeson Constructors, Inc.

---

Name of Agency/Company/Firm *(Please Print)*

Brad Baker, Vice President of Operations

---

Name and title of authorized representative *(Please Print)*



02-09-2023

---

Signature of authorized representative

Date

☐ ***I am unable to certify to the above statements. Attached is my explanation.***



**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
"IRAN LINKED BUSINESS"**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Vendor	
Legal Name	C.E. Gleeson Constructors, Inc.
Street Address	984 Livernois Road
City	Troy
State, Zip	Michigan 48083
Corporate I.D. Number/State	800432241
Taxpayer I.D. #	38-2941498

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Brad Baker

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

*Michael Carney*

Printed Name of Witness: \_\_\_\_\_

Michael Carney



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of C.E. Gleeson Constructors, Inc. (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of \_\_\_\_\_  
C.E. Gleeson Constructors, Inc. and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:** C.E. Gleeson Constructors, Inc.

By: [Signature] Brad Baker  
Its: Vice President of Operations

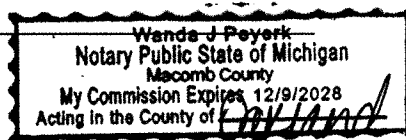
STATE OF MICHIGAN

)ss.

COUNTY OF Oakland)

This instrument was acknowledged before me on the 9th day of February, 2023, by

[Signature]





DOCUMENT 00 41 13 - BID FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Owner: City of Troy

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Six Million Four Hundred Seventy Seven Thousand Dollars (\$ 6,477,000 ).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within timeframe specified.

1.4 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Alternates.
  2. Bid Form Supplement - Allowances.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Michigan and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

- A. Respectfully submitted this 9th day of February, 2023
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Name of bidding firm or corporation).

END OF DOCUMENT 00 41 13





Troy Pavilion  
Allowance Form  
Page 1 of 1

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion.**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan, 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of February, 2023.
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Brad Baker (Type or print name).
- E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21

DOCUMENT 00 43 22 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion**
- C. Owner Project Number: **RFP-COT 23-01.**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

1.3 UNIT PRICES

- A. Unit-Price No. 1: Installation of Pedestrian Pavers.
1. 191,250 dollars (\$ 45 ) per unit.
- B. Unit-Price No. 2: Acer Saccharum, 3" cal.
1. 3,150 dollars (\$ 450 ) per unit.
- C. Unit-Price No. 3: Ginkgo biloba 'Princeton Sentry', 3" cal.
1. 5,500 dollars (\$ 550 ) per unit.
- D. Unit-Price No. 4: Liriodendron tulipifera, 3" cal.
1. 2,250 dollars (\$ 450 ) per unit.
- E. Unit-Price No. 5: Nyssa sylvatica, 3" cal.
1. 1,650 dollars (\$ 550 ) per unit.
- F. Unit-Price No. 6: Quercus macrocarpa, 3" cal.
1. 1,800 dollars (\$ 450 ) per unit.
- G. Unit-Price No. 7: Pinus strobus, 10' Ht.
1. 12,125 dollars (\$ 485 ) per unit.
- H. Unit-Price No. 8: Amelanchier x grandiflora 'Autumn Brilliance', 8' Ht.
1. 6,000 dollars (\$ 400 ) per unit.

- I. Unit-Price No. 9: *Cercis canadensis*, 8' Ht.  
1. 1,925 dollars (\$ 385) per unit.
- J. Unit-Price No. 10: *Cercis canadensis* 'Forest Pansy', 8' Ht.  
1. 3,600 dollars (\$ 400) per unit.
- K. Unit-Price No. 11: *Quercus alba*, Whip, 1-2' Ht.  
1. 700 dollars (\$ 65) per unit.
- L. Unit-Price No. 12: *Quercus bicolor*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- M. Unit-Price No. 13: *Quercus macrocarpa*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- N. Unit-Price No. 14: *Quercus muehlenbergii*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- O. Unit-Price No. 15: *Quercus palustris*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- P. Unit-Price No. 16: *Quercus rubra*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- Q. Unit-Price No. 17: *Quercus velutina*, Whip, 1-2' Ht.  
1. 780 dollars (\$ 65) per unit.
- R. Unit-Price No. 18: *Artostaphylos uva-ursi*, Plug  
1. 10,315.50 dollars (\$ 6.50) per unit.
- S. Unit-Price No. 19: *Cornus sericea* 'Kelsey', #2 Gal.  
1. 3,420 dollars (\$ 45) per unit.
- T. Unit-Price No. 20: *Ilex verticillate* 'Red Sprite', #2 Gal.  
1. 3,915 dollars (\$ 45) per unit.
- U. Unit-Price No. 21: *Physocarpus opulifolius* 'Angel', #2 Gal.  
1. 3,245 dollars (\$ 45) per unit.
- V. Unit-Price No. 22: *Pinus mugo* pumilio 'Compact Select', #3 Gal.  
1. 3,245 dollars (\$ 55) per unit.

- W. Unit-Price No. 23: *Rhus aromatica*, #2 Gal.  
1. 5,130 dollars (\$ 45) per unit.
- X. Unit-Price No. 24: *Rhus typhina*, #1 Gal.  
1. 180 dollars (\$ 20) per unit.
- Y. Unit-Price No. 25: *Viburnum acerifolium*, #3 Gal.  
1. 1,540 dollars (\$ 55) per unit.
- Z. Unit-Price No. 26: *Echinaceae purpurea*, #1 Gal.  
1. 2,100 dollars (\$ 20) per unit.
- AA. Unit-Price No. 27: *Iris virginica*, Quart  
1. 1,998 dollars (\$ 9) per unit.
- BB. Unit-Price No. 28: *Polystichum acrostichoides*, Quart  
1. 1,944 dollars (\$ 9) per unit.
- CC. Unit-Price No. 29: *Potentilla simplex*, #1 Gal.  
1. 41,800 dollars (\$ 20) per unit.
- DD. Unit-Price No. 30: *Narcissus* spp., Bulb  
1. 444 dollars (\$ 2) per unit.
- EE. Unit-Price No. 31: *Panicum virgatum* 'Shenandoah', #1 Gal.  
1. 2,360 dollars (\$ 20) per unit.
- FF. Unit-Price No. 31: *Schizachyrium Scoparium*, 'The Blues', #1 Gal.  
1. 1,940 dollars (\$ 20) per unit.
- GG. Unit-Price No. 32: *Sporobolus heterolepis*, #1 Gal.  
1. 2,780 dollars (\$ 20) per unit.
- HH. Unit-Price No. 33: *Carex grayii*, Plug  
1. 2,780 dollars (\$ 6.50) per unit.
- II. Unit-Price No. 34: *Carex sprengelii*, Plug  
1. 130 dollars (\$ 6.50) per unit.
- JJ. Unit-Price No. 35: *Carex vulpinoidea*, Plug  
1. 130 dollars (\$ 6.50) per unit.



KK. Unit-Price No. 36: Asclepias incarnata, Plug

1. 130 dollars (\$ 6.50 ) per unit.

LL. Unit-Price No. 37: Eupatorium maculatum, Plug

1. 130 dollars (\$ 6.50 ) per unit.

MM. Unit-Price No. 38: Eupatorium perfoliatum, Plug

1. 130 dollars (\$ 6.50 ) per unit.

NN. Unit-Price No. 39: Euthamia graminifolia, Plug

1. 130 dollars (\$ 6.50 ) per unit.

OO. Unit-Price No. 40: Helenium autumnale, Plug

1. 130 dollars (\$ 6.50 ) per unit.

1.4 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 9th day of February, 2023.

B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Brad Baker (Type or print name).

E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 22

DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: C.E. Gleeson Constructors, Inc.
- B. Project Name: **Troy Pavilion**
- C. Owner Project Number: **RFP-COT 23-01.**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.


1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
  - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 : Roof Insulation:
  - 1. ADD X DEDUCT      NO CHANGE      NOT APPLICABLE     .
  - 2. Five Thousand Two Hundred Dollars (\$ 5,200 ).
  - 3. ADD 0 DEDUCT      calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2 : Fire Pit 2:
  - 1. ADD      DEDUCT X NO CHANGE      NOT APPLICABLE     .
  - 2. One Hundred Seven Thousand Dollars (\$ 107,000 ).
  - 3. ADD      DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 9th day of February, 2023
- B. Submitted By: C.E. Gleeson Constructors, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Brad Baker (Type or print name).
- E. Title: Vice President of Operations (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23



January 10, 2023

TO: All Prospective Bidders  
FROM: The City of Troy Purchasing Department  
RE: Request for Qualifications/ Proposal  
RFQ / RFP-COT 23-01 Troy Pavilion

The City of Troy Purchasing Department invites companies to review the attached Request for Qualifications (RFQ) and Request for Proposal (RFP) documents for Construction Services. The attached documents will be used to determine the most qualified Contractor with the ability to provide these services.

The effective date of the resulting contract will be upon City Council approval. A Committee will make the decision as to the selection of the most qualified vendor. Their decision will be deemed in the City of Troy's best interest and will be final. There will be a Mandatory Pre-Proposal Meeting scheduled for Tuesday January 17, 2023 at 9:00 a.m. EST in the Troy City Hall, 500 W. Big Beaver Road, Troy, MI – Council Board Room. All interested parties are encouraged to attend. It is the City's intentions to review Proposals and short list up to three (3) firms. The selected firms will be required to attend interviews and will be required to provide a detailed explanation of their Qualifications and Fee Proposal. The City of Troy urges all interested parties to submit the enclosed Request for Qualifications and Request for Proposal documents.

Sincerely,

Emily Frontera  
Purchasing Manager





## **Section 1: Section Guide**

<b>Section 1:</b> <b>Section Guide – 1 Page</b>
<b>Section 2:</b> <b>Instructions to Bidders – 4 Pages</b>
<b>Section 3:</b> <b>Criteria for Selection – 1 Page</b>
<b>Section 4:</b> <b>Request for Qualifications/ Request for Proposal Content - 2 Pages</b>
<b>Section 5:</b> <b>Bid Proposal – 1 Page</b>
<b>Section 6:</b> <b>Terms and Conditions – 8 Pages</b>
<b>Section 7:</b> <b>Insurance and Indemnifications Requirements – 3 Pages</b>
<b>Section 8: Attachments</b> <b>RFI (Request for Interpretation) – 1 Page</b> <b>Forms for Bid Proposal (5 Forms)</b> <b>Statement of No Bid – 1 Page</b> <b>Forms for Contract Execution (4 Forms)</b> <b>Forms for Payment and Closeout (4 Forms)</b> <b>Sample Insurance Certificate – 4 Pages</b>
<b>Section 9: Fee Proposal (To be compiled separately from rest of Submittal)</b> <b>Bid Form – 1 Page</b> <b>Allowance Form – 1 Page</b> <b>Alternates Form – 2 Pages</b>
<b>Section 10: Technical Specifications</b> <b>Project Manual Binding 1 – 358 Pages</b> <b>Project Manual Binding 2 – 727 Pages</b>
<b>Section 11: Drawings – 135 Pages</b>



## **SECTION 2: INSTRUCTIONS TO BIDDERS**

Sealed Qualifications and Fee Proposal for **TROY PAVILION** for the **CITY OF TROY** will be *electronically* received by the City of Troy, 500 W. Big Beaver Road, Troy, MI 48084 until **THURSDAY February 9, 2023, at 10:00 AM E.D.T.**, after which time they will be publicly opened and read in the specified *Zoom Meeting* listed on Page 4 of the Instructions to Organizations. **Late bid submittals will not be accepted. Electronic Bid Submission only. NO FAXED DOCUMENTS WILL BE ACCEPTED.**

### **ELECTRONIC PROPOSALS MUST BE ENTERED INTO BIDNET (MITN) PROCUREMENT SYSTEM ON OR BEFORE 10:00AM THURSDAY, FEBRUARY 9, 2023.**

1. The following pages include a questionnaire and proposal pricing section to be completed by each prime contractor submitting a proposal. Each item must be completed with a response. Contractors not responding to the questions may be classified as unresponsive. The bidder must initial any corrections. The questionnaire and proposal are to be completed in legible form, preferably typewritten.
2. The response must follow this format. Supplemental information should be provided in additional sections following the same numbering scheme. The response should be concise and complete.
3. Any additional written material such as professional records, certifications, etc. your firm may think important should be attached and submitted to augment the data included in the questionnaire and proposal. It is not necessary to include expensive custom binders, displays, or other materials unless the firm believes such materials are necessary to the proposal. All costs incurred in the preparation and presentation of the proposal shall be wholly borne by the prospective bidder.
4. All information requested herein shall be submitted with the Request for Qualifications (RFQ) and Request for Proposal (RFP); failure to do so may result in rejection of the RFQ and/ or RFP as non-responsive and/or incomplete.
5. Opening of Proposals: At the specified time and date stated above, all electronically submitted Proposals shall be opened. The names only of companies submitting a proposal will be publicly read aloud. All Proposal information received will be held confidential until after final action by the City of Troy, except as required by law. Any interested parties may attend. No immediate decision will be rendered.
6. The information provided in the RFQ/RFP is intended solely for internal use by the Proposer in its Proposal preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law.
7. The City of Troy reserves the right in its sole discretion (for this and the other provisions of this RFQ/RFP) to accept or reject any or all RFQ/RFP's with or without cause. The City of Troy reserves the right to waive any irregularity or informality in the RFQ/RFP process, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The City of Troy reserves the right to request additional information from any or all Proposers. The City of Troy reserves the right to negotiate with the Proposers concerning their Proposals.
8. Any decision made by the City of Troy, including Firm selection, shall be final.
9. Any and all proposals submitted must be on the City of Troy request for proposal forms. If more than one proposal is submitted, a separate proposal form must be used for each. Forms are enclosed or

obtainable at the City of Troy Purchasing Department or on the MITN Purchasing Group (MITN) website at [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi).

10. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.
11. If further information regarding this proposal is required, please contact the Purchasing Department at 248.680.7291.
12. Proposal Question Deadline: Prospective Proposers may request that the City of Troy clarify information contained in the RFQ/RFP. All such requests must be made in writing to Emily Frontera, Purchasing Manager at [e.frontera@troymi.gov](mailto:e.frontera@troymi.gov). The City of Troy will provide a written response within three (3) business days after the receipt of such request. The City will not respond to any request for clarification received after the close of business on Tuesday, **January 31, 2023**. The City of Troy response to any request for clarification will be provided to all in the form of an Addendum, a copy of which will be uploaded to the MITN website.
13. Addenda to the Proposal: If it becomes necessary to revise or clarify any part of the RFQ/RFP, notice of the revision or clarification will be uploaded to the MITN website and emailed in the form of an addendum to all active participants. All addenda shall become a part of the RFQ/RFP. Each Proposer should in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Proposer to receive, or acknowledge receipt of; any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
14. The City of Troy intends that all Proposers have equal access to information relative to the RFQ/RFP, and that the RFQ/RFP contains adequate information. Part of the RFQ/RFP preparation has included discussions with prospective Firms; however, each Proposer shall prepare its Proposal based only on the information contained in the RFQ/RFP, notwithstanding any information that may have been previously provided. A prospective Proposer noting any inconsistency between the information contained in the RFQ/RFP and any information previously provided to it should request clarification prior to the Pre-Proposal Question Deadline. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless accompanied by written communication contained in the RFQ/RFP, an addendum to the RFQ/RFP, a request for clarification or written response thereto, or in the Proposal.
15. CONTRACTOR CHANGES OR ALTERATIONS TO RFP DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN AN RFP BEING CONSIDERED NON-RESPONSIVE. The only authorized Contractor changes to an RFP document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the RFP document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the RFP document made by the Contractor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the RFP document. It is the Contractor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the RFP document. Any Contractor who submits a proposal and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP document, shall be bound by the proposal, including any changes, modifications or additions to the Authorized Version.
16. If a proposal is awarded to a Contractor who claims that it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the RFP, and that Contractor fails to accept the award, the City of Troy may pursue costs and expenses to re-bid the item from that Contractor. The Authorized Version of the RFP document shall be that document appearing on the MITN System with any amendments and updates.

17. The City of Troy officially distributes bid documents from the Purchasing Department or through the MITN website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN Purchasing Group website, [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi), and obtain an official copy.
18. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, and furnish a Certificate of Insurance and Endorsement showing coverage for bodily injury and property damage and worker's compensation to the Purchasing Manager within 5 days of a verbal request. The "Company Representative" does warrant that by signing the RFQ/RFP document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
19. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
20. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
21. **BID DEPOSIT:** Each bid must be accompanied by a cashier's check, certified check, or money order to the City of Troy in the amount of **\$30,000.00** to insure the bid. BID BONDS ARE NOT ACCEPTABLE. A pdf version of this Certified Check must be included with your Electronic Bid Submission Response.  
  
The original check of the successful bidder must be submitted prior to recommendation for award of bid.  
  
The bid surety will be returned to the successful bidder upon submission of the specified, acceptable Performance, Labor and Materials Payment Bonds, and an executed one-year Maintenance Bond in the amount of 100% of the project in accordance with specifications.
22. **BID DEPOSIT AND FORFEITURE:**  
The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.
23. **IMPORTANT:** Bids will be received *electronically* on the Bidnet Direct/MITN Purchasing Group website. Bid openings are being conducted in accordance with City Charter and Code utilizing Zooms. If interested, Bidders can attend bid openings utilizing Zoom. Bid opening information and meeting code is included below. Please contact Emily Frontera, Purchasing Manager, [e.frontera@troy-mi.gov](mailto:e.frontera@troy-mi.gov) with any questions regarding the bid opening. Final bid results will be posted on the MITN website after award. Please register to see results - [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi).

## SPECIAL INSTRUCTIONS

- A **Mandatory Pre-Bid Meeting** will be held on **Tuesday, January 17, 2022 at 9:00 am** at Troy City Hall Council Board Room located at 500 W Big Beaver Road, Troy, Michigan 48084. The meeting will be held with prospective bidders to answer and/or clarify questions regarding bid specifications and site plans. Weather permitting, a walkthrough of the project site(s) will take place after the **Mandatory Pre-Bid Meeting**. If the bidder does not attend the pre-bid meeting, that bidder will be considered *non-responsive* and no longer eligible for award.
- **Additional Information:** For additional information or questions concerning this project, please contact Emily Frontera, Purchasing Manager at E.Frontera@troymi.gov between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Submit questions on provided RFI Form included in Section 8: Attachments section of bid document. **All questions must be made in writing prior to Tuesday, January 31, 2023, end of business day.**
- Documents should be uploaded as two separate PDFs:
  - Qualifications to be combined into one file and named QUALIFICATIONS – TROY PAVILION
  - Fee Proposal Document to be combined and named FEE PROPOSAL – TROY PAVILION.

## BID OPENING

Date & Time: Feb 9, 2023 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83710981842?pwd=VmpqKzdoUngzOTlrRzkySFc0ZWUxZz09>

Meeting ID: 837 1098 1842

Passcode: 065650

One tap mobile

+13017158592,,83710981842#,,,,\*065650# US (Washington DC)

+13052241968,,83710981842#,,,,\*065650# US

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+1 646 931 3860 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 408 638 0968 US (San Jose)

Meeting ID: 837 1098 1842

Passcode: 065650

Find your local number: <https://us02web.zoom.us/j/83710981842?pwd=VmpqKzdoUngzOTlrRzkySFc0ZWUxZz09>





## **SECTION 3: CRITERIA FOR SELECTION**

The City of Troy reserves the right to award this proposal to the firm considered the most qualified based upon a combination of factors including but not limited to the following:

- A. Compliance with qualifications criteria
- B. Completeness of the proposal
- C. Financial strength and capacity of the firm
- D. Correlation of the proposals submitted to the needs of the City of Troy
- E. Any other factors which may be deemed to be in the City's best interest
- F. Evaluation Process as outlined below:

### **Phase 1: Minimum Qualifications Evaluation (Pass/Fail)**

Organizations will be required to meet minimum established criteria in order to be considered for the second phase of the process. Minimum qualifications include: Completeness of Proposal, Years in Business, Experience with Comparable Projects, Qualifications of Personnel, Work Approach and Positive References.

### **Phase 2: Evaluation of Proposals (100 Basis Points)**

Each Committee member will independently use a weighted score sheet to evaluate the proposals; each Committee Member will calculate a total score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. The following is the break-down of each criteria and weighed score applicable:

- Organization, History, and capabilities (10 Points)
- Qualification of Personnel and Staff specific to Project (40 Points)
- Project Approach (20 Points)
- Questionnaire (10)
- References (15 Points)
- Subconsultants (5 Points)

### **Phase 3: Interview Score (100 Basis Points)**

Each Committee Member will independently use a weighted score sheet to evaluate the Interview; each Committee Member will calculate a total score. The scores of the Committee Members will be averaged into one score for each firm for this phase of the process. Those being interviewed may be supplied with further instructions and requests prior to the interview for additional criteria for evaluation. Persons representing the firm at the interview must be the personnel who will be assigned to this contract.

### **Phase 4: Fee Proposal (100 Basis Points)**

Points for price will be calculated as follows:

$$[1 - (\text{Fee Proposal} - \text{Lowest Fee Proposal}) / \text{Fee Proposal}] \times \text{available points}$$

### **Phase 5: Final Scoring and Selection** – based on scoring from Phase 2, Phase 3 and Phase 4

The organization with the highest final weighted score will be recommended to the Troy City Council for Award. The final weighted score shall be based on 100 point base of each category and the following percentages:

$$\begin{aligned} &30\% \times \text{Proposal Score} \\ &45\% \times \text{Interview Score} \\ &25\% \times \text{Detailed Price Proposal Score} \\ &100\% = \text{Final Weighted Score} \end{aligned}$$

**Note:** The City of Troy reserves the right to change the order or eliminate an evaluation phase if deemed in the City's best interest to do so.



## **SECTION 4: REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSAL CONTENT**

Request for Qualifications and Proposal documents must be prepared following the format identified below. The contractor should, at a minimum, include the following information regarding their approach to providing the requested services: Proposals should be succinct.

### **1. QUALIFYING CONDITIONS OF THE FIRM WHO SHALL BE RESPONSIBLE FOR THE TROY PAVILION PROJECT**

#### **A. Cover Sheet**

A cover sheet must be submitted listing the name of the organization with names and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the proposal and their contact information.

#### **B. Table of Content**

The contractor shall insert a comprehensive table of contents denoting all sections of the proposal.

#### **C. Organization Information**

Name, address, and brief description of organization, history, and capabilities. Organization shall identify itself as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), or government agency, and indicate official capacity of persons executing documents.

#### **D. Qualifications and Experience**

The organization will be an established business with a minimum of five (5) years' experience working with local municipalities and nonprofits, construction of open air buildings and working with multiple contractors. Describe the organization's capacity to service the City of Troy, including appropriately certified and trained personnel and experience and support for the services. Include qualifications of the specific staff to be assigned to this contract.

#### **E. Project Approach**

Briefly describe your understanding of the requested services and your organization's approach to providing these services. Indicate any unique qualifications, prior experience or similar projects to bolster your approach and understanding. Additionally, provide company specific measures such as QA/QC measures, Safety Programs and Procedures, and communication and documentation methodology to be implemented on project.

#### **F. Questionnaire**

Provide responses to the questions noted on the next page.

#### **G. Positive References**

Provide names, business or agency affiliation and telephone numbers of references that have had a similar contract relationship with your organization within the last three (3) years that best characterizes your quality and past performance. Provide any additional information your organization feels appropriate to substantiate qualifications, track record, and commitment to provide these services. References should include the following:

1. References from at least two (2) local government jurisdictions where your organization currently provides Construction Services. References could be included as part of questions below, or additional references.

#### **H. Sub-contractor list**

Provide a list of subconsultants who will be utilized on the project for the following trades (Provide additional subconsultants if further breakdown of work expected): Concrete, Landscaping, Mechanical, Electrical, Survey, Masonry, Carpentry.

## **2. FINANCIAL INFORMATION**

The City of Troy reserves the right to require a bidder to show to the complete satisfaction of City staff that it has the necessary, abilities, and financial resources to provide the services specified herein. The bidder may also be required to give a past history in order to satisfy the City of Troy in regard to the bidder's qualifications. The City of Troy may make a reasonable investigation deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Troy all information for this purpose that may be requested.

## **QUESTIONNAIRE**

1. Has your company successfully completed at least one (1) Timber Structure in the last 5 years?
  - a. If yes, please list:
    - i. Project Name
    - ii. Project owner
    - iii. Owner reference
    - iv. Project value \$
    - v. Brief description of project
2. Please list at least five (5) completed projects in the last five years of \$5M-\$10 million with similar organizations and project types.
  - a. Project Name
  - b. Project owner
  - c. Owner reference
  - d. Project value \$
  - e. Brief description of project
3. The ice rink contract will be held directly with the City of Troy, the coordination of the ice rink will be required by the General Contractor, because of this, as the GC please give a brief description of how your company plans to coordinate the installation of the ice rink with the overall pavilion/park project.



## **SECTION 5: BID PROPOSAL**

**PROPOSALS:** The undersigned as bidder declares that he/she having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of materials and labor, hereby proposes to complete the Project which consists of construction of new park and pavilion within City of Troy Civic Center.

COMPANY NAME: \_\_\_\_\_

The Work of the Project is defined by the Contracts Documents and consists of the following;

**The scope of this project is the construction of a new Pavilion and utility building, associated site amenities and features, and installation of new underground utilities to service the new facility. The site includes an ice rink and associated mechanical equipment. The City has executed a contract with Serv-Ice for the installation of ice rink surface including concrete, cooling lines, sand and insulation and associated equipment. Additional items by Serv-Ice is noted on the drawings for reference. Contractor is to coordinate work with ice rink contractor to provide a completed and comprehensive project.**

### **THE BIDDER'S ATTENDANCE AT THE SCHEDULED PREBID SITE VISIT IS A REQUIREMENT FOR SUBMITTING A BID PROPOSAL.**

**BID PROPOSAL:** A single prime contract based on a Stipulated Price as specified to furnish all labor, equipment materials, and supplies, to complete the program in accordance with the bid specifications, within the time set forth therein, and at the price stated below. The price shall cover all expenses incurred in performing the work required under the contract documents, of which this Proposal is part, and include the following:

- Develop, coordinate and maintain project schedule.
- Obtain all permits and coordinate inspections.
- Review submittals for conformance with the design drawings and specifications.
- Set up and maintain job trailer(s), temporary utilities, site security, dumpsters, sanitary facilities, etc. to support construction.
- Provide full time job site supervision.
- Provide a safety representative and be responsible for safety precautions and programs.
- Routine job clean-up, debris removal, and dust control.
- Monitor compliance with permit conditions.
- Coordinate with design professional and issue field memos and clarifications as required.
- Construction survey services to be provided by Contractor.
- Review and provide monthly pay application for payment.
- Coordinate biweekly progress meetings.
- Maintain daily inspection records by varying site conditions.
- Coordinate inspections, materials testing, and special testing with design profession and City as required.
- Attend all contractor walk-throughs, final inspections and demonstrations.
- Organize and deliver as-built drawings, project records, manuals, warranties, product literature, etc.
- Final job site cleanup.
- Assistance and coordination of equipment startup and training.



## **SECTION 6: TERMS AND CONDITIONS**

### **SIGNATURE**

Each authorized representative of the organization must sign the RFQ/RFP with their usual signature and shall give their full business address. RFQ/RFP documents submitted by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. RFQ/RFP documents by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. RFQ/RFP documents from governmental agencies must be signed by the principal authorized to bind it in the matter.

### **AWARD OF CONTRACT**

The evaluation and award of this proposal shall be a combination of factors including, but not limited to: the completion of all information requested and detailed in the PROPOSAL, evaluation of the cost proposal, professional competence, references that include evidence of completion of at least five (5) projects of similar scope and size for municipalities, colleges and universities, cultural institutions, business district associations, etc. Firms must also demonstrate an understanding of the services required, and the correlation of the proposal submitted to the needs of the City of Troy and any other factors considered to be in the best interest of the City of Troy.

The City of Troy reserves the right to award to the firm providing the best value proposal, in whatever manner is deemed to be in the City's best interest; to award the proposal to the most effective total package which matches the City's needs; to reject a proposal which contains major deviations from specifications; to accept any or all optional features offered with additional pricing proposed, whatever is deemed to be in the City's best interest.

### **PURCHASE ORDER**

After the Troy City Council has approved the award, the City of Troy Purchasing Department will send an award letter to the Contractor. Once notified, the Contractor will be required to submit the specified bonds. A purchase order will be issued in approximately one week and released, once acceptable bonds and insurance are received. A purchase order issued in conjunction with the Contract Form (provided in the Forms Section) from the City of Troy will create a bilateral contract between the parties, and the successful bidder(s) shall commit to perform the contract in accordance with the proposal.

### **CONTRACT FORMS**

The Contractor must complete and sign the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment, the Certification regarding "Iran Linked Business" and the Familial Disclosure Forms, Indemnification (Hold Harmless) Clause and return with your bid proposal.

### **DOWNPAYMENTS OR PREPAYMENTS**

All proposals submitted with terms or any provisions in the proposal, which requires a down payment or prepayment of any kind will not be considered for award. The designated City representative will make payment approval of all items upon acceptance of the work being invoiced.

### **CONTRACT TERMINATION**

The City of Troy shall reserve the right to terminate the contract upon written notice due to poor performance. The City of Troy designated representative will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Troy's best interest and will be final.

### **TERMINATION FOR CONVENIENCE**

The City may cancel the contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the City chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

COMPANY NAME: \_\_\_\_\_



## **PERMITS**

All work performed must meet City and State Code. The Contractor shall obtain all applicable and required permits and arrange for inspections. All fees for said City permits will be waived.

## **MICHIGAN CONSTRUCTION LIEN ACT**

The Contractor agrees that he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

## **PUBLIC ACT 57**

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

## **BOND SUBMITTAL**

Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Troy an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed one-year Maintenance Bond secured by a surety company, acceptable to the City of Troy by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of A (-) or better by A. M. Best, and/or Standard and Poor, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys-in-fact who sign such bonds must attach a certified copy of their Power of Attorney when the bonds are submitted.

The Contractor shall abide by the provisions set forth therein. Any item of work performed by other than the Contractor or approved Subcontractors will be considered as unauthorized and shall not be paid for under the provision of the Contract.

## **IMPORTANT INFORMATION**

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the proposal provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the proposal price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the change, addition, or deduction. No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

## **DOCUMENTS AND SUBMITTALS AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Contractor shall deliver these items to the Owner in as a record of the Work as constructed.

## **USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Documents, and shall not unreasonably encumber the site with materials or equipment.

## **WORKING HOURS**

The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.

COMPANY NAME: \_\_\_\_\_

#### **UTILITY USE**

Contractor to anticipate providing all own utilities unless coordinated with the City during Construction. The intent is if electrical is available, no metering is required. Water where/when available can be provided, will need to be metered if provided off meter or Construction meter at cost to contractor.

#### **OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Contractor promptly after execution of any separate contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make a Claim.

When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

Unless otherwise provided in the Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Contractor under the Contract.

#### **MUTUAL RESPONSIBILITY**

The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Documents.

If part of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors.

The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Contractor has with respect to the construction of the Owner or separate contractors.

#### **CLEANING UP**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

COMPANY NAME: \_\_\_\_\_

### **OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

### **PAYMENT APPLICATIONS AND PROJECT COMPLETION**

**Contract Sum:** The Contract Sum is stated in this agreement.

### **PROGRESS PAYMENTS**

The City of Troy will consider a progress payment schedule for work as completed in accordance with the proposal. The Owner or City Representative will have final approval of the schedule as presented. No payments for work will be made until the designated City representative approves the work as complete in accordance with the proposal. Prior to release of the final payment, consent of surety document (A1A Document G707) will be required and signed by the surety Company. The City of Troy reserves the right to reject the payment schedule if deemed necessary, and determine the final schedule.

### **PROPOSED PAYMENT SCHEDULE: Monthly**

### **SCHEDULE OF VALUES**

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Contractor, prior to the first Application for Payment after execution of the Purchase Order shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Unless otherwise provided in the Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

The Contractor warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Documents.

### **RETAINAGE**

A 10% retainage will be withheld from each payment of invoice for the first fifty (50) percent of the contractor's earned fee to a maximum retained amount equal to five (5) percent of the total amount of the contract value.

### **PROTECTION OF PERSONS AND PROPERTY**

Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

COMPANY NAME: \_\_\_\_\_

### **SAFETY OF PERSONS AND PROPERTY**

The Contractor shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Contractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

### **INSPECTION OF WORK**

All materials and each part or detail of the work shall be subjected at all times to inspection by the Designated City Representative, Inspector, or Agents of the Designated City Representative. The Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials. Any materials supplied under these specifications is subject to the described inspection. The Designated City Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection.

### **CORRECTION OF WORK**

Before or After Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Contractor's expense.

### **COMPLETION SCHEDULE AND LIQUIDATED DAMAGES**

The work shall commence upon City Council Approval. A final construction schedule shall be developed by the Contractor and shall be closely coordinated with the City of Troy. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Troy's best interest. The City of Troy is the only party to this contract that may authorize amendment of this schedule. **Final Completion Date: December 1, 2023.**

**Failure of the bidder to complete the project as specified shall result in the following penalties:**  
\$750 per day every calendar day after final completion date that the project is not complete.

### **MATERIAL SAFETY DATA SHEET**

**All City of Troy purchases require a Material Safety Data Sheet, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please provide copies of any relevant SDS at the time of award.**

COMPANY NAME: \_\_\_\_\_

## SIGNATURE PAGE

**PRICES:**

Price quoted shall remain firm for 60 Days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance in accordance with bid specifications.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**NOTE:** The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

REPRESENTATIVE NAME \_\_\_\_\_

(Print)

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:** \_\_\_\_\_

PAYMENT TERMS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

COMPLETION: **AS SPECIFIED** BID CHECK #: \_\_\_\_\_

**EXCEPTIONS:**

Any exceptions, substitutions, deviations, etc. from the City's specifications and this RFQ/RFP must be stated below. The reasons for the exception, substitution, deviation, etc. are an integral part of this RFQ/RFP process.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, certify that I have read the **Instructions to Bidders** (4 Pages) and that the Statement of Qualification documents contained herein were obtained directly from the City's Purchasing Department or Bidnet Direct (MITN) website, [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi) and is an official copy of the Authorized Version.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**NOTE:**

The City of Troy, at their discretion, may require the organization to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

**IMPORTANT:**

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law.

**CURRENCY:**

Contract prices will be in U. S. Funds.





**PUBLIC ACT 57**

**STATE OF MICHIGAN**

**89<sup>th</sup> LEGISLATURE**

**REGULAR SESSION OF 1998**

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

**ENROLLED HOUSE BILL NO. 5607**

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

***The People of the State of Michigan enact:***

Sec. 1 As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

Sec. 2 A. contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
  - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
  - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3 (1) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.

(2) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4 If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5 This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6 This Act is repealed effective December 31, 2001.

Enacting Section 1 This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

**(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)**



## SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE** and **ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Department at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- ☐ We can meet the specified insurance requirements.
- ☐ We cannot meet the specified insurance requirements.
- ☐ We do not carry the specified limits but can obtain the additional insurance coverage of \$ \_\_\_\_\_, at the cost of \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your SOQ.
- ☐ Our proposal is reduced by \$ \_\_\_\_\_ if we lower the requirement to \$ \_\_\_\_\_.  
**NOTE:** Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

**IMPORTANT:** A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the RFQ/RFP document at the time of submission of the RFQ/RFP to the Office of the City Clerk.

**NOTE:** Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

**OTHER:** Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

### **INSURANCE VERIFICATION:**

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

**WORKERS' COMPENSATION INSURANCE,** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMPANY NAME: \_\_\_\_\_

**COMMERCIAL GENERAL LIABILITY INSURANCE** on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

**AUTOMOBILE LIABILITY**, including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY (OCP)** Separate policy or per project aggregate under General Liability, \$3,000,000 per occurrence, \$3,000,000 aggregate, naming City of Troy as insured.

**ADDITIONAL INSURED:**

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: *The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.*

**CANCELLATION NOTICE:**

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy  
Purchasing Manager  
500 West Big Beaver  
Troy, MI 48084

**PROOF OF INSURANCE COVERAGE:**

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above all shall be furnished, if so requested.

If any of the applicable coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Troy at least ten (10) days prior to the expiration date.

**LETTER VERIFICATION:**

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

**FINAL INSURANCE CERTIFICATE SUBMISSION:**

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) additional business days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: \_\_\_\_\_



**CITY OF TROY**  
**INDEMNIFICATION (Hold Harmless) CLAUSE**

To the fullest extent permitted by law,

\_\_\_\_\_ agrees to defend, pay on  
(Name of Contractor / Organization)

behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract/agreement.

\_\_\_\_\_  
Contract / Agreement

\_\_\_\_\_  
Contractor/Organization representative signature/date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City of Troy representative signature/date

\_\_\_\_\_  
Witness





## **SECTION 8: ATTACHMENTS**

### **CONTRACT FORMS:**

Bidders should use the following form for additional information or questions concerning this project.

#### **Forms during Bidding**

- RFI (Request for Interpretation) Form

Bidders should complete and sign the following forms and return with your qualifications package.

#### **Forms for Bid Proposal**

- Legal Status of Bidder
- Non-Collusion Affidavit
- Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- "Iran Linked Business"
- Proposer's Sworn and Notarized Familial Disclosure

Bidders should complete and sign the following form and return if providing no bid:

- Statement of No Bid (If applicable)

The following forms are provided for execution during project:

#### **Forms for Contract Execution**

- City of Troy Contract Form
- Performance Bond
- Labor and Materials Bond
- Maintenance and Guarantee Bond

#### **Forms for Payment and Closeout**

- Contractor's Affidavit
- Contractor's Declaration
- Final Waiver of Lien
- Consent of Surety to Final Payment



## REQUEST FOR INTERPRETATION (RFI)

Project Name:

OHM Project Number:

Date:

---

**RFI Number (Filled out by OHM)::**

**To:**

**From:**

**Re:**

**Contract  
For:**

Specification Section:

Paragraph:

Drawing Reference:

Detail:

**Request:**

---

Signed by:

Date:

**Response:**

---

☐ **Attachments**

Response From:

Date Received:

Signed by:

To:

Date Returned:

Date:

Copies: ☐ Owner ☐ Consultants ☐

☐ ☐ ☐ File



## **Legal Status of Bidder:**

**The Bidder shall fill out the appropriate form and strike out the other two:**

---

A **corporation** duly organized and doing business under the laws of the State of \_\_\_\_\_ for  
whom \_\_\_\_\_, bearing the office title of \_\_\_\_\_,  
whose signature is affixed to this proposal, is duly authorized to execute contracts.

---

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

---

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

\_\_\_\_\_, being duly sworn deposed, says that he/she  
(Print Full Name)

is \_\_\_\_\_. The party making the foregoing proposal or bid,  
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING BID

\_\_\_\_\_  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in and for \_\_\_\_\_  
\_\_\_\_\_ County.

My commission expires:

\_\_\_\_\_



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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2-Contracts.

***[ ] I am able to certify to the above statements.***

---

Name of Agency/Company/Firm *(Please Print)*

---

Name and title of authorized representative *(Please Print)*

---

Signature of authorized representative

Date

***[ ] I am unable to certify to the above statements. Attached is my explanation.***





---

**VENDOR CERTIFICATION  
THAT IT IS NOT AN  
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

<b>Vendor</b>	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor's Authorized Agent: \_\_\_\_\_

Printed Name of Vendor's Authorized Agent: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Name of Witness: \_\_\_\_\_



**Proposer's Sworn and Notarized Familial Disclosure**  
*(to be provided by the Proposer)*

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Proposer"), pursuant to the familial disclosure requirement provided in the Request for Proposal, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employees of \_\_\_\_\_ and any member of the City of Troy City Council or City of Troy management.

**List any Familial Relationships:**

**BIDDER:**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN

)ss.

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by

\_\_\_\_\_



**STATEMENT OF NO BID  
CITY OF TROY**

**RFP NUMBER:** RFP-COT 23-01

**TITLE:** Troy Pavilion

**Please Send or Fax To:**  
City of Troy Purchasing Department  
500 W. Big Beaver Rd.  
Troy, MI 48084

**FAX NUMBER: (248) 619-7608**

We, the undersigned, have declined to respond on the subject RFQ/RFP for the following reasons:

<b>Check All That Apply</b>	<b>REASON</b>
<input type="checkbox"/>	Our company does not handle the type of product / service
<input type="checkbox"/>	We cannot meet the specifications nor provide an approved alternate – please explain below
<input type="checkbox"/>	Our company is not interested in responding at this time
<input type="checkbox"/>	Job is too small
<input type="checkbox"/>	Job is too large
<input type="checkbox"/>	Cannot be competitive
<input type="checkbox"/>	Liability Issues such as insurance, bonding, indemnification, hold harmless
<input type="checkbox"/>	Insufficient time to respond – please explain below
<input type="checkbox"/>	Our company's schedule would not permit performance of the specifications
<input type="checkbox"/>	Other – describe below

**REMARKS:**

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**COMPANY INFORMATION:**

COMPANY NAME:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

**TITLE:**

ORGANIZATION NAME:

ADDRESS:

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FAX NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

**IMPORTANT NOTE:**

To qualify as a respondent to the RFQ/RFP, the ORGANIZATION must submit an RFQ/RFP or return this completed form.

**VENDOR REGISTRATION:** The City of Troy uses the MITN Purchasing Group website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the Bidnet Direct (MITN) website after award. Please register to see results - [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi).



**City of Troy  
Oakland County, Michigan  
Contract Form**

**DRAFT**

ARTICLES OF AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_  
(Name) (City and State)

herein after called the Contractor and the City of Troy, Troy, Michigan hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

1. That all Contract Documents, as defined in the Bid Specifications "TROY PAVILLION", hereto attached or herein referred to shall be and are hereby made a part of the agreement and contract.
2. The Contractor shall, under penalty of bonds submitted, furnish all labor, materials, and equipment necessary and perform all of the work as set forth in his/her Proposal in strict accordance with the specifications and other documents which have been made a part of this contract in the manner, time, and place as therein set forth.
3. In consideration whereof, the Owner agrees to pay to the Contractor the amounts provided in the attached Proposal, being the product of the unit prices therein set forth, multiplied by the number of units actually constructed, all in the time and manner as set forth in the Contract Documents.
4. IN WITNESS whereof said parties have hereunto set their hands and seals, the day and year first above written.

WITNESS:

1. \_\_\_\_\_  
(Contractor)

2. \_\_\_\_\_  
(Title)

APPROVED: BY: \_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
City Manager or Designee

CITY OF TROY  
\_\_\_\_\_  
(Owner)

RESOLUTION NUMER: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
City Attorney

ATTEST: \_\_\_\_\_  
(City Clerk)



## Performance Bond

KNOW ALL MEN BY THESE PRESENT, that we the undersigned \_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_ as Principal and  
(Address)

\_\_\_\_\_  
(Surety Name & Address)  
as Sureties, are hereby held and firmly bound unto the **City of Troy** in the full and just sum of Dollars ( \$ \_\_\_\_\_ ) for the payment of which, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To complete the performance for:  
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the above obligation is such that if the said principal shall well and faithfully do and perform the things agreed to by such Principal to be done and performed under the annexed Contract according to the terms thereof, then this obligation shall be void, otherwise the same shall remain in full force and effect.

AND PROVIDED, it is mutually agreed and understood that in cases where changes are required, either by the Owner of the Owner's Engineer, or by mutual agreement, such changes shall not modify, discharge or release this bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_





## Labor and Materials Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
(Contractor Name)  
\_\_\_\_\_ hereinafter called the Principal, and  
(Address)  
\_\_\_\_\_ hereinafter called the  
(Surety Name & Address)

Surety, are held and firmly bound unto the people of the **City of Troy** in the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_), in lawful money of the United States,  
to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents. Sealed with seals, and dated this  
\_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

WHEREAS, the above named Principal has entered into a contract with the **City of Troy** dated the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

WHEREIN, said Principal has covenanted and agreed as follows to wit: To furnish all labor and material for:  
Job Title: **Troy Pavilion**

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 213 of the  
Public Acts of Michigan, for the year 1963 and as may be amended by other Public Acts of Michigan.

NOW THEREFORE, the condition of the obligation is such that if payment shall be made by the Principal to  
any subcontractor or by him or any subcontractor as the same may become due and payable of all  
indebtedness which may arise from him to a subcontractor or party performing labor or furnishing materials,  
or supplies or any subcontractor to any person, firm, or corporation on account of any labor performed or  
materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise,  
the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the work to be  
done under it, or the giving by the owner to the Contractor any extension of time for the performance of said  
contract or any other forbearance on the part of either party to the other shall not in any way release the  
Principal and the Surety or either of them, their heirs, executors, administrators, successors, or assigns from  
extension of time or forbearance is hereby waived.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
(Principal) By \_\_\_\_\_

\_\_\_\_\_  
(Surety) By \_\_\_\_\_



## Maintenance and Guarantee Bond

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(Contractor Name & Address)

\_\_\_\_\_ as Principal, and \_\_\_\_\_

(Surety Name & Address)

\_\_\_\_\_ as Surety, are held and firmly bound unto **The City of Troy** in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid for to said, its legal representatives and assigns, for which payment well and truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_

WHEREAS, the above named principal has entered into a certain written contract with

**The City of Troy** dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_\_.

WHEREIN the said principal covenanted and agreed as follows, to wit:

### Troy Pavilion

NOW, THEREFORE, the condition of this obligation is such, that by and under said contract, the above named principal has agreed with the **City of Troy** that for a period of **one (1) year** from the date of final acceptance, to keep in good order and repair any defect in all the work done under said contract either by the principal or his sub-contractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the principal after the final acceptance of the work, and that whenever directed so to do by the **City of Troy** by notice served in writing, either personally or by mail, on the principal at

\_\_\_\_\_  
(Address)

or its legal representatives or successors, or on the surety at

\_\_\_\_\_  
(Address)

will proceed at once to make such repairs as directed by said **City of Troy**: and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said **City of Troy** shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said principal or surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said **City of Troy** may take immediate steps to repair or barricade such defects without notice to the contractor. In such accounting the said **City of Troy** shall not be held to obtain the lowest figures for the doing of the work, or any part there, but all sums actually paid therefore shall be charged to the principal or surety. In this connection the judgment of the **City of Troy** is final and conclusive. If the said principal for a period of **two (1) year** from the date of final acceptance shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work

which may have been disturbed without the consent of approval of said principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said **City of Troy** for any expenses incurred by making such repairs should the Principal or surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said **City of Troy** from all suits and actions for damages of every name and description brought or claimed against it for or an account of injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said principal, servants, agents, or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

\_\_\_\_\_(L.S.)

**Oakland County, Michigan  
Contractor's Affidavit**

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says the following:

That he/she or she is \_\_\_\_\_ of the \_\_\_\_\_,  
(Title) (Construction Company)

The contractor for the **Troy Pavilion** - This work is located within the City of Troy and is owned by the City of Troy, Oakland County, Michigan;

That the total amount of the Contract, including extras, is \$ \_\_\_\_\_, on which he/she has received payment of \$ \_\_\_\_\_ prior to this payment;

That all waivers are true, correct, and genuine, and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers:

That the following are names of all parties who have furnished material or labor, or both, for said work, and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR & MATERIALS TO COMPLETE:					

That there are no other contracts for said work outstanding, and that there is nothing due to become due to any person for materials, labor, or other work of any kind done or to be done upon, or in connection with, said work other than above stated.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY'S SIGNATURE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**City of Troy  
Oakland County, Michigan  
Contractor's Declaration**

I hereby declare that I have not, during the period \_\_\_\_\_ to \_\_\_\_\_, A.D. 20\_\_\_\_ Performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from \_\_\_\_\_ executed between myself and the City, and in the Change Orders for work issued by the City in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There \_\_\_\_\_ an itemized statement attached.  
Is / is not

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_





**City of Troy  
OAKLAND COUNTY, MICHIGAN  
FINAL WAIVER OF LIEN**

FILE NUMBER: \_\_\_\_\_

LOAN NUMBER: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

Whereas, the undersigned has been employed by: \_\_\_\_\_  
(Construction Company)

To furnish \_\_\_\_\_ for the premises known as \_\_\_\_\_ which are owned by the  
City of Troy, Oakland County, and Michigan.

The undersigned, for and in consideration of, the sum of \$\_\_\_\_\_ and other good  
and valuable considerations, the receipt whereof is hereby acknowledged, do (es) hereby waive and release any  
and all lien or claim or right of lien under the statutes of the State of Michigan relating to mechanic's liens on the  
above described premises and improvements thereon, and on the moneys or other considerations due or to  
become due from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished  
or which may be furnished at any time hereafter by the undersigned for the above described premises.

Given under \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_.

Seal \_\_\_\_\_

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used,  
and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be  
used. Partner should sign and designate himself/herself as partner.

# Consent of Surety To Final Payment

AIA DOCUMENT G707

OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

**TO OWNER:** City of Troy

(Name & Address) 500 West Big Beaver  
Troy, MI 48084

**ARCHITECT'S PROJECT NO:** \_\_\_\_\_

**CONTRACT FOR:** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT DATED:** \_\_\_\_\_

**BOND NO:** \_\_\_\_\_

In accordance with the provisions of the Contract between the Owner and the Contractor as included above

\_\_\_\_\_  
(Insert Name and Address of Surety)

SURETY, on bond of

\_\_\_\_\_  
(Insert Name and Address of Contractor)

\_\_\_\_\_, CONTRACTOR

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to:

\_\_\_\_\_  
(Insert Name and address of Owner)

\_\_\_\_\_, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: \_\_\_\_\_  
(Insert in writing the month by the numeric date)

Attest:  
(Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Printed Names & Title)

Printed in cooperation with the American Institute of Architects (AIA) by the CAN Insurance Companies.  
The language in this document conforms exactly to the language used in AIA Document G707 – Consent of Surety Company to Final Payment – 1994 Edition.

# Sample Certificate for High Hazard Projects



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ABC Insurance Agency 123 Main Street Anywhere, USA		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 555-555-1234 FAX (A/C, No): 555-555-5678 E-MAIL ADDRESS: ADDRESS:															
<b>INSURED</b> XYZ Construction Company 456 Main Street Anywhere MI		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ABC Insurance Company</td> <td>00000</td> </tr> <tr> <td>INSURER B: DEF Insurance Company</td> <td>00000</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ABC Insurance Company	00000	INSURER B: DEF Insurance Company	00000	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: ABC Insurance Company	00000																
INSURER B: DEF Insurance Company	00000																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		00-00-00-00	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		00-00-00-00	00/00/00	00/00/00	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00-00-00-00	00/00/00	00/00/00	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured - See Endorsement  
 Cancellation Notice - See Endorsement  
 Primary & Non-Contributory - See Endorsement

Project name: \_\_\_\_\_

<b>CERTIFICATE HOLDER</b> Entity Name Attn: Contact Name Entity Address City, State Zip	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AGENT SIGNATURE
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## Sample Additional Insured / Completed Operations Endorsement

POLICY NUMBER: 00-00-00-00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
AS REQUIRED BY CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Sample Additional Insured & Primary /Non-Contributory Endorsement for General Liability

PI-GL-005 (07/12)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Effective Date:** 00/00/00

**Name of Person or Organization (Additional Insured):**

The Member, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.



## Sample Cancellation Endorsement

**INTERLINE  
ILD 90 07 03 11**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **NOTICE OF CANCELLATION TO THIRD PARTY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

### **SCHEDULE**

<b>Name of Person or Organization and Mailing Address</b>	<b>Number of Days Notice</b>
Member Name	30

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
  2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;
- to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.



Troy Pavilion  
Section 9 - Pricing  
Page 1 of 1

## **PRICING**

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### **DIRECTIONS: IMPORTANT**

**ANY PAGE INDICATED AS "PRICING" MUST BE SEPARATE FROM THE QUALIFICATIONS PDF; MARK THE PDF AS INDICATED IN THE INSTRUCTIONS TO BIDDERS AND SUBMIT PROPOSAL DOCUMENTS ELECTRONICALLY ON THE BIDNET DIRECT (MITN) ON OR BEFORE THE RFP OPENING DATE AND TIME.**

---



DOCUMENT 00 41 13 - BID FORM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Owner: City of Troy

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by OHM Advisors and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within timeframe specified.

1.4 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
  - 1. Bid Form Supplement - Alternates.
  - 2. Bid Form Supplement - Allowances.

1.5 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Michigan and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.6 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).

END OF DOCUMENT 00 41 13



Troy Pavilion  
Allowance Form  
Page 1 of 1

DOCUMENT 00 43 21 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: **Troy Pavilion.**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W. Big Beaver, Troy, Michigan, 48085.
- E. Owner: City of Troy.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 01 21 00 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023.
- B. Submitted By: \_\_\_\_\_ (Insert name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 21



DOCUMENT 00 43 23 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Project Name: **Troy Pavilion**
- C. RFP Number: **RFP-COT 23-01**
- D. Project Location: 500 W Big Beaver Rd, Troy, MI 48084
- E. Owner: City of Troy

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
  - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 : Roof Insulation:
  - 1. ADD\_\_\_\_ DEDUCT\_\_\_\_ NO CHANGE\_\_\_\_ NOT APPLICABLE\_\_\_\_.
  - 2. \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 3. ADD\_\_\_\_ DEDUCT\_\_\_\_ calendar days to adjust the Contract Time for this alternate.





Troy Pavilion  
Alternates From  
Page 2 of 2

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2023
- B. Submitted By: \_\_\_\_\_ (Insert name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).

END OF DOCUMENT 00 43 23



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: June 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiepe, Public Works Director  
Brian Goul, Recreation Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Omnia and NCPA Cooperative Purchasing Agreements and Bid Waiver- Troy Pavilion & Office Furnishings

---

### History

Through the entire design process of the Jeanne M. Stine Community Park pavilion and ice-skating ribbon addition there has been a concentration of high-quality design. Site furnishings was an important element to the project requiring it to be versatile, durable for year-round use, and fit in the storage area when not in use. It was determined it would be in the City's best interest to purchase the furnishings separate and require the construction contractor to assemble the larger furnishings once construction was complete. The smaller furnishings within the pavilion will be assembled and installed by the furnishing supplier. Purchasing the furnishings separate also offered an opportunity to use cooperative pricing for some of the items.

With the assistance of the design consultant, OHM Advisors, samples were requested and evaluated to ensure the furnishings met all the requirements. OHM Advisors also assisted in selecting furnishings for the office space that was consistent with the other furnishings. The manufacture Anova from Interior Environments does not participate in the other furnishing cooperatives and will require a bid waiver.

### Purchasing

- Pricing for bike racks, benches and receptacle containers has been secured from *Forms +Surfaces, Inc of Pittsburgh, PA* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #07-90 for an estimated cost of \$69,042.00, as detailed in quote #247105-05.
- Pricing for pathway lighted bollards and bench seating has been secured from *Landscape Forms, Inc of Kalamazoo, MI* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #07-100, for an estimated cost of \$61,052.08, as detailed in quote #386194.
- Pricing for Allsteel office furnishings has been secured from *Interior Environments of Novi, MI* through the OMNIA Partners Cooperative Contract #R191802, for an estimated cost of \$3,722.61, as detailed in proposal #13905.
- Pricing for outdoor rectangular tables and bench seating for covered pavilion area has been secured from *Interior Environments of Novi, MI* through the NCPA/OMNIA Partners Cooperative Purchasing Contract #7-92, for an estimated cost of \$28,816.71, as detailed in proposal #13907.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### **Purchasing (continued)**

- City Council authorized participation in the Cooperative Purchasing Program on November 14, 2022 (Resolution #2022-11-157).
- Anova manufactures customized sustainable, durable, outdoor site furnishings that is consistent with the look and materials used throughout the Pavilion site and covered pavilion area. The chairs and tables selected coordinate with the design, are stackable and can be utilized for different seating arrangements.
- It is in the best interest of the City, to waive the bid process and contract with *Interior Environments of Novi, MI*, the local dealer for Anova, for the purchase and installation of Anova tables and chairs, for an estimated cost of \$68,148.46, as detailed in the attached proposal #13906. Interior Environments has provided the City with design and office furniture for many years, providing professional customer service and meeting all contract requirements.

### **Financial**

Funds are budgeted in the Fiscal Year 2023 Capital Fund- Parks Development- Land Improvements Stine Community Park and the associated Project Number of 2022CG0004.

### **Recommendation**

City Management requests authorization to purchase the site furnishings from *Interior Environments of Novi, MI*, using the OMNIA and NCPA/OMNIA cooperative contracts for a total expenditure of \$32,539.32, from *Forms and Surfaces of Pittsburgh, PA*, using the NCPA/OMNIA cooperative for a total expenditure of \$69,042.00, from *Landscape Forms of Kalamazoo, MI*, using the NCPA/OMNIA cooperative for a total expenditure of \$61,052.08, and waives the bid process for *Interior Environments of Novi, MI*, for a total expenditure of \$68,148.46 as detailed in the attached quotes. Additionally, City Management requests a contingency expenditure of \$23,750.



ARCHITECTS. ENGINEERS. PLANNERS.

June 6, 2023

Mr. Kurt Bovensiep  
Public Works Director  
City of Troy  
4693 Rochester Rd  
Troy, Michigan 48085

RE: Furnishing Recommendation  
Troy Pavilion –Design Services for Pavilion and Site Furnishings

Dear Mr. Bovensiep,

Prices were received for the Pavilion and Site furnishings for Troy Pavilion for owner purchase, contractor installed items. Each furniture contractor has referenced the cooperative bid contract utilized to determine pricing for each category within their quotes. Below is a table which identifies each manufacturer's associated costs and contracts.

Manufacturer	Contractors/Contract	Amount
Allsteel	Interior Environments/Omnia	\$3,722.61
Anova	Interior Environments/No Contract	\$68,148.46
Grand Rapids Chair Co.	Interior Environments/NCPA	\$28,816.71
Forms + Surfaces	Forms and Surfaces/NCPA*	\$69,042.00
Landscape Forms	Landscape Forms/NCPA*	\$61,052.08
<b>Total Amount:</b>		<b>\$230,781.86</b>

(\*) Asterisk represents site furnishings being purchased by the City of Troy directly from the manufacturer, to be installed by the contractor.

Upon review, if everything above appears to be satisfactory, please issue Purchase Orders for each Manufacturer and send to OHM Advisors. We will forward to the contractors and coordinate on behalf of the City of Troy as necessary.

Sincerely,  
OHM Advisors,

*Sarah Huddas*  
Sarah Huddas, PLA, ASLA

*Lauren Christenson*  
Lauren Christenson, IIDA, NCIDQ

Encl: OHM Furniture Recommendation Package  
Product Quotes

cc: Christopher Ozog, OHM Advisors, Alexis Mihalyfi, Interior Designer

**QUOTATION**

# 247105-05

**Quotation No:** 247105-05  
**Project:** TROY PAVILION - SITE PACKAGE 2023  
**Specifier:** OHM ADVISORS, LIVONIA , MI  
**Territory Manager:** CHRIS THOMAS

**To:**  
 ALL BIDDERS  
 :  
 :  
 United States

<b>Quote Date</b>	09/27/2022
<b>Quotation Valid Thru</b>	08/06/2023
<b>Terms</b>	50%DEP,BAL NET30 OAC

<b>Attention</b>	ESTIMATING DEPARTMENT
<b>Contact Phone</b>	
<b>Contact Fax</b>	

**\*\*PRICING AND SUPPLY CONTINGENT UPON VALID NCPA MEMBER PURCHASING PARTY AT TIME OF ORDER PLACEMENT\*\***

F+S NCPA Contract #: 07-90

Category: Furniture

Item	Part / Rev / Description / Details	Quantity	Unit Price	Extended Price
001	<b>911-00031</b> Rev: 000 U/M: EA SKCOR,AL,PC,SFM PRODUCT: CORDIA BIKE RACK DIMENSIONS: 20" L X 3.5" D X 34.5" H (508MM X 89MM X 876MM) BODY MATERIAL: CAST ALUMINUM COVER PLATE MATERIAL: STAINLESS STEEL BODY & COVER PLATE POWDERCOAT FINISH: SLATE TEXTURE MOUNTING: SURFACE MOUNTED ANCHOR KIT: 906-00247 - 3/8" SST & EPOXY ANCHOR KIT 1 ANCHOR KIT SOLD AND LISTED SEPERATELY: SEE LINE ITEM 002 NOTE: Due to the inherent nature of metal castings, gloss powdercoat colors are not offered.	8.0000	568.00	4,544.00
002	<b>906-00247</b> Rev: 000 U/M: EA 3/8" SST & EPOXY ANCHOR KIT 1	8.0000	130.00	1,040.00
003	<b>906-00303</b> Rev: 000 U/M: EA SBCOR-72BW,B,CU,2ARM,SFM PRODUCT: CORDIA BENCH CONFIGURATION: BACKED NOMINAL DIMENSIONS: 72.6"L X 23.8"D X 34.1"H SLAT MATERIAL: CUMARU HARDWOOD SLAT FINISH: NATURAL OILED FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461 / FSC 100% FSC LICENSE CODE: C004453	15.0000	2,738.00	41,070.00

**CUSTOMER COPY**



QUOTATION				# 247105-05	
	<p>FRAME MATERIAL: CAST ALUMINUM FRAME POWDERCOAT COLOR: SLATE TEXTURE</p> <p>ARMRESTS: TWO INTEGRAL ARMRESTS (EXTERNAL) SEAT DIVIDERS: NO</p> <p>MOUNTING: SURFACE MOUNT</p> <p>"ANCHOR KIT: 906-00248 - 3/8"" SST DROP-IN ANCHOR KIT 1 ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 004"</p> <p>Due to the inherent nature of metal castings, gloss powdercoat colors are not offered.</p>				
004	<p><b>906-00248</b></p> <p>Rev: 000 U/M: EA</p> <p>3/8" SST DROP-IN ANCHOR KIT 1</p>	15.0000	17.00	255.00	
005	<p><b>908-00479</b></p> <p>Rev: 000 U/M: EA</p> <p>SLCOR-136C,SS,WD,R,NSEC,SFM,GRPHC</p> <p>PRODUCT DESCRIPTION : CORDIA RECEPTACLE CAPACITY: 36 GALLON CONFIGURATION: SINGLE STREAM</p> <p>INSET MATERIAL: CUMARU HARDWOOD INSET MATERIAL FINISH: NATURAL OIL FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461/FSC 100% FSC LICENSE CODE:C004453</p> <p>RAIN COVER: INCLUDED</p> <p>LID &amp; FRAME POWDERCOAT FINISH: SLATE TEXTURE GRAPHIC: "LITTER" &amp; SYMBOLS / WHITE GRAPHIC BACKGROUND COLOR: BLACK</p> <p>LATCH OPTION: LIFT LATCH</p> <p>NUMBER OF LINERS: (1) 36 GALLON FULL LINER BAG STRAPS OPTION: INCLUDED DRAIN HOLE OPTION: NOT INCLUDED</p> <p>MOUNTING TYPE: SURFACE MOUNT</p> <p>""ANCHOR KIT: 908-00463 - CORDIA RECEPTACLE ANCHOR KIT ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 006""</p>	2.0000	2,181.00	4,362.00	
006	<p><b>908-00463</b></p> <p>Rev: 000 U/M: EA</p> <p>CORDIA RECEPTACLE ANCHOR KIT</p>	2.0000	17.00	34.00	
007	<p><b>908-00479</b></p> <p>Rev: 000 U/M: EA</p> <p>SLCOR-136C,SS,WD,R,NSEC,SFM,GRPHC</p> <p>PRODUCT DESCRIPTION : CORDIA RECEPTACLE CAPACITY: 36 GALLON CONFIGURATION: SINGLE STREAM</p> <p>INSET MATERIAL: CUMARU HARDWOOD</p>	2.0000	2,181.00	4,362.00	

QUOTATION					# 247105-05
	INSET MATERIAL FINISH: NATURAL OIL FINISH FSC MATERIAL REFERENCE: FSC-SCS-COC-001461/FSC 100% FSC LICENSE CODE:C004453  RAIN COVER: INCLUDED  LID & FRAME POWDERCOAT FINISH: SLATE TEXTURE  GRAPHIC: "RECYCLING" & SYMBOLS / WHITE GRAPHIC BACKGROUND COLOR: BLUE  LATCH OPTION: LIFT LATCH  NUMBER OF LINERS: (1) 36 GALLON FULL LINER BAG STRAPS OPTION: INCLUDED DRAIN HOLE OPTION: NOT INCLUDED  MOUNTING TYPE: SURFACE MOUNT  ""ANCHOR KIT: 908-00463 - CORDIA RECEPTACLE ANCHOR KIT ANCHOR KIT SOLD AND LISTED SEPARATELY: SEE LINE ITEM 008""				
008	<b>908-00463</b>  CORDIA RECEPTACLE ANCHOR KIT	Rev: 000 U/M: EA	2.0000	17.00	34.00
009	<b>SXHP</b>  HANDLING & PACKAGING	Rev: 000 U/M: EA	1.0000	6,600.00	6,600.00
010	<b>SXFRT</b>  FREIGHT  SINGLE SHIPMENT - COMMON CARRIER GROUND SERVICE	Rev: 000 U/M: EA	1.0000	5,905.00	5,905.00
011	<b>SXINSU</b>  ADD FOR FOB DESTINATION  Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within 48 hours of delivery.	Rev: 000 U/M: EA	1.0000	836.00	836.00

**Total Items Price** US\$ 69,042.00

**Grand Total** US\$ 69,042.00

**\*\*PRICING AND SUPPLY CONTINGENT UPON VALID NCPA MEMBER PURCHASING PARTY AT TIME OF ORDER PLACEMENT\*\***

F+S NCPA Contract #: 07-90  
Category: Furniture

The following Terms and Conditions of Sale are incorporated into F+S NCPA Contract # 07-90 as a Supplemental Agreement between F+S and Buying Party.

**CUSTOMER COPY**

## QUOTATION

# 247105-05

### LEADTIME:

Shipment from our facility will be apx 6-weeks from receipt of confirmed F+S Order Acknowledgment and signed F+S Approval Drawings, if applicable. All ship date references are estimated and are not guaranteed.

### PRICING AND CONFORMITY:

Pricing reflects our understanding of the requirements based on the information provided to us from the quoted or ordering party. The quoted or ordering party is responsible for confirming quantities, sizes, finishes and conformity with any relevant plans and specifications. These considerations are independent of any prior F+S specification efforts, drawings or engineering details that may have previously been issued by F+S or otherwise obtained by the quoted or ordering party or any involved third-party.

Pricing assumes fabrication in accordance with F+S standard or recommended manufacturing methods.

### DELIVERY:

Receiving parties are responsible for off-loading all materials from the carrier which may require a forklift, pallet jack or other specialized equipment, tools and appropriate manpower. Receiving parties are responsible to document via digital images, notate on delivery receipt prior to signing, and immediately notify an F+S representative of any visible damage to the exterior of crating or packaging. Actual inspection of goods must be completed and any damage claims filed within five business days of delivery. Unpacking, assembly or installation are the responsibility of the buying party or their assigns. All deliveries are curbside if no loading dock is available or accessible at delivery site.

For questions regarding lead times, deposits, approvals, etc. please contact your F+S Project Sales Coordinator.

### PAYMENT INSTRUCTIONS:

#### USPS Mail Remittance:

Forms+Surfaces, Inc  
Accounts Receivable  
PO Box 3625  
Pittsburgh, PA 15230-3625

#### ACH or Wire Transfer:

Beneficiary's Name: Forms + Surfaces, Inc  
Bank Name: Dollar Bank  
Bank Address: 3 Gateway Center, Eleven South  
Pittsburgh, PA 15222  
ABA Number: 243074385  
Account Number: 0908055515

#### Courier Service:

Forms+Surfaces, Inc  
Accounting Dept  
30 Pine Street  
Pittsburgh, PA 15223

# Quote

Date: 06/06/2023

LF Quote#: 0000386194

PO#:

Project: Troy Pavilion Project

Bill To: OHM Advisors - Livonia, MI  
ATTN: Accounts Payable  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

## CORPORATE

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
www.landscapeforms.com  
Federal I.D.# 38-1897577  
FSC# NC-COC-001261

Ship To: OHM Advisors - Livonia, MI  
ATTN: TBA  
500 W. Big Beaver Road  
Troy, MI 48084

Ship To Contact Phone: 248-524-3300  
Ship Via: Common Carrier  
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

CONTRACT: NCPA #07-100

### When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

\_\_\_\_ Ship immediately upon completion

OR Ship On/After the date: \_\_\_\_\_

10	Sentinel Bollards Bollard Style: <i>Mitre Top Bollard</i> Mounting: <i>Embedded</i> Light Option: <i>No LED Light kit</i> Powdercoat Color: <i>Designer Palette - Architectural Series</i> Designer Palette: Architectural Series: <i>Obsidian</i>	\$ 1,837.11	\$ 18,371.10
7	Sentinel Bollards Bollard Style: <i>Mitre Top Bollard</i> Mounting: <i>Removable</i> Light Option: <i>No LED Light kit</i> Powdercoat Color: <i>Designer Palette - Architectural Series</i> Designer Palette: Architectural Series: <i>Obsidian</i>	\$ 2,461.20	\$ 17,228.40
1	Link Bench Bench Style: <i>Piano Key Bench</i> Support Style: <i>Metal Legs</i> Wood Species: <i>Thermally Modified Ash no finish (exterior use only)</i>	\$ 3,463.26	\$ 3,463.26

Page: 1 of 4

Cust #: 0RPWF  
SSR: Kyle Verseman  
Rep: Kyle Verseman, MI5

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms®

# Quote

Date: 06/06/2023

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500 W. Big Beaver Road  
Troy, MI 48084

Ship To Contact Phone:248-524-3300  
Ship Via: Common Carrier  
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Segment 1 Selections: Segment 1 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 1 Back Configuration: <i>Outside Full Backrest</i> Segment 1 Arm Option: <i>End Arms</i> Bench Frame Powdercoat Color: <i>Designer Palette - Architectural Series</i> Arm Powdercoat Color: <i>Designer Palette - Architectural Series</i> Support Powdercoat Color: <i>Designer Palette - Architectural Series</i> Bench Frame Designer Powdercoat Palette: <i>Obsidian</i> Arm Designer Powdercoat Palette: <i>Obsidian</i> Support Designer Powdercoat Palette: <i>Obsidian</i>		
2	Link Bench Bench Style: <i>Piano Key Bench</i> Support Style: <i>Metal Legs</i> Number of Bench Segments:3 Wood Species: <i>Thermally Modified Ash no finish (exterior use only)</i> NOTE:: <i>See below for detail of parts in this Link Bench configuration</i> Segment 1 Selections: Segment 1 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 1 Back Configuration: <i>Outside Full Backrest</i> Segment 1 Arm Option: <i>Left End Arm Only</i> Segment 2 Selections: Segment 2 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 2 Back Configuration: <i>Outside Full Backrest</i> Segment 2 Arm Option: <i>Armless</i> Segment 3 Selections: Segment 3 Seat Configuration: <i>Piano Key 140" Radius</i> Segment 3 Back Configuration: <i>Outside Full Backrest</i> Segment 3 Arm Option: <i>Right End Arm Only</i> Bench Frame Powdercoat Color: <i>Designer Palette - Architectural Series</i> Arm Powdercoat Color: <i>Designer Palette - Architectural Series</i> Support Powdercoat Color: <i>Designer Palette - Architectural Series</i>	\$ 9,264.66	\$ 18,529.32

Page: 2 of 4

Cust #: 0RPWF  
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*Landscape Forms Customer Service*

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landscapeforms®



# Quote

Date: 06/06/2023

LF Quote#: 0000386194

PO#:

Project: Troy Pavilion Project

Bill To: OHM Advisors - Livonia, MI  
ATTN: Accounts Payable  
City of Troy  
500 W. Big Beaver Road  
Troy, MI 48084

## CORPORATE

7800 E. Michigan Avenue  
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P: 800.521.2546 F: 269.381.3455  
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Ship To: OHM Advisors - Livonia, MI  
ATTN: TBA  
500 W. Big Beaver Road  
Troy, MI 48084

Ship To Contact Phone: 248-524-3300

Ship Via: Common Carrier

F.O.B.: Destination

Qty	Description	Unit Price	Total Price
	Bench Frame Designer Powdercoat Palette: <i>Obsidian</i>		
	Arm Designer Powdercoat Palette: <i>Obsidian</i>		
	Support Designer Powdercoat Palette: <i>Obsidian</i>		
Item Total			\$ 57,592.08
Shipping & Handling			\$ 3,460.00
Sub Total			\$ 61,052.08
Estimated Tax			\$ 0.00
Document Total			\$ 61,052.08

Payment Terms: NET 30 - PENDING CRED APPROVAL

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.

Page: 3 of 4

Cust #: 0RPWF  
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*Landscape Forms Customer Service*

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# Quote

Date: 06/06/2023

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Project: Troy Pavilion Project

Bill To: OHM Advisors - Livonia, MI  
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Ship To: OHM Advisors - Livonia, MI  
ATTN: TBA  
500 W. Big Beaver Road  
Troy, MI 48084

Ship To Contact Phone: 248-524-3300

Ship Via: Common Carrier

F.O.B.: Destination

- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at [AR@landscapeforms.com](mailto:AR@landscapeforms.com). Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

### USD Checks

Landscape Forms, Inc.  
Dept 78073  
PO Box 78000  
Detroit, MI 48278-0073  
USA

### CAD Cheques

Landscape Forms, Inc.  
PO Box 2408  
Station A  
Toronto, Ontario M5W 2K6  
CAN

Page: 4 of 4

Cust #: 0RPWF  
SSR: Kyle Verseman  
Rep: Kyle Verseman, MI5

*Landscape Forms Customer Service*

Purchaser

Seller

landscapeforms®



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13905
Date	05/25/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
Page	1 of 6

T City Of Troy  
O 500 W Big Beaver Rd  
Troy, MI 48084  
  
ATTN: City of Troy  
Email: l.campbell@troym.gov

S Troy Pavilion  
H Town Center Dr  
I Troy, MI 48085  
P  
  
T ATTN: City of Troy  
O Email: l.campbell@troym.gov

Prepared for : Joe LaPointe

*Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.*

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	INTK-NONO--.2-.1-.H-\$(P2)-.P8B-.BLK Inspire Work Chair-Fixed Arm-No Uph .2:Standard cylinder .1:Blk Dual-Whl Soft Tread Caster .H:Non-Flexible \$(P2):P2 Grd Frame .P8B:Night Bronze .BLK:Black Tag: Tag TG: OFFICE 101 - A1	436.41	436.41
2	2.00 Each	INST-NGANO--.0-.N-\$(P2)-.P8B-.BLK Inspire 4-Leg Stack-Armless-No Uph-Glides .0:Nylon Glide .N:No Arm Cap \$(P2):P2 Grd Frame .P8B:Night Bronze .BLK:Black Tag: Tag TG: OFFICE 101 - A2	263.25	526.50
3	1.00 Each	T53072S--\$(L2STD)-.LFC1-.FC-.P Primary 30Dx72W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress .FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 30x60	283.96	283.96
4	1.00 Each	T52448S--\$(L2STD)-.LFC1-.FC-.P Primary 24Dx48W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress .FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 24x48	180.56	180.56
5	1.00 Each	T52472S--\$(L2STD)-.LFC1-.FC-.P Primary 24Dx72W Flat Eg Lam w/Grommets \$(L2STD):Grd L2 Standard Laminates .LFC1:Fawn Cypress	251.32	251.32



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13905
Date	05/25/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
Page	2 of 6

		.FC:Fawn Cypress .P:Plastic Grommet Tag: Tag TG: OFFICE 101 - A3 Tag L1: 24x60		
6	1.00 Each	YPPSP281518FFM--.BX-.I-\$(P1)-.P7D-\$(MATCH)-.NA-.X Align Ped 28x15x18 FF MetFront Plinth .BX:Recessed Plinth .I:Integral \$(P1):P1 Paint Opts .P7D:Brownstone \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: OFFICE 101 - A3 Tag L1: F/F	337.94	337.94
7	1.00 Each	YPPSP281524BBFM--.BX-.I-\$(P1)-.P7D-\$(MATCH)-.NA-.X Align Ped 28x15x24 BBF MetFront Plinth .BX:Recessed Plinth .I:Integral \$(P1):P1 Paint Opts .P7D:Brownstone \$(MATCH):Match Case .NA:Match Case .X:Omit Lock Tag: Tag TG: OFFICE 101 - A3 Tag L1: B/B/F	352.28	352.28
8	2.00 Each	CDG--\$(P1)-.P7D Gussets (1 Pr) \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: CDG	52.16	104.32
9	2.00 Each	CEP2429F--\$(P1)-.P7D Freestanding 24DX29-1/2H End Pnl Sup \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: FEP	80.52	161.04
10	2.00 Each	CEP3029F--\$(P1)-.P7D Freestanding 30DX29-1/2H End Pnl Sup \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: FEP	89.06	178.12
11	1.00 Each	CS609--\$(P1)-.P7D Full-Hgt 29-1/2Hx60W Mod Pnl \$(P1):P1 Paint Opts .P7D:Brownstone Tag: Tag TG: OFFICE 101 - A3 Tag L1: MP 29.5Hx60W	81.74	81.74
12	2.00 Each	T624FB Flat Bracket 24D	23.49	46.98



## Proposal

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		Tag: Tag TG: OFFICE 101 - A3 Tag L1: FB		
13	1.00 Each	LKFE2SLV--\$(KEYNUM)-.X101-.1 Lock Core Kit Silver - 2 Cores 2 Keys \$(KEYNUM):Key Number .X101:Key Number 101 .1:1 Tag: Tag TG: OFFICE 101 - A3	18.00	18.00
14	1.00 Each	AMKF22--.X Master Key .X:No Color Choice Tag: Tag TG: OFFICE 101 - A3	9.15	9.15
15	1.00 Each	Allsteel Dealer Kickback Allsteel Dealer Kickback Tag: Tag TG: Allsteel Dealer Kickback	0.00	0.00
16	1.00 Each	Labor--- Receive, Install and Deliver :Straight Time :Non-Union :(1) U-Shaped Desk, (3) Chairs Tag: Tag TG: Labor	754.29	754.29

Order Sub-Total : \$3,722.61

**TOTAL ORDER : \$3,722.61**

Required Deposit 50.00% : \$1,861.31

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED      THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Utilizing Allsteel Omnia Contract R191802

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_





## Proposal

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Novi, MI 48374  
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**Balco Interiors LLC and IE Connect LLC -  
d/b/a INTERIOR ENVIRONMENTS  
TERMS AND CONDITIONS OF SALE**

### 1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 30 days from date of proposal.
- B. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

### 2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

### 3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

### 4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13905
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Customer PO No	
Customer Name	City Of Troy
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thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

### 5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgement.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13905
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Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
Page	6 of 6

Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer. All delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.

### 6. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13907
Date	05/31/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
Page	1 of 4

T City Of Troy  
O 500 W Big Beaver Rd  
Troy, MI 48084  
  
ATTN: City of Troy  
Email: l.campbell@troymi.gov

S Troy Pavilion  
H Town Center Dr  
I Troy, MI 48085  
P  
  
T ATTN: City of Troy  
O Email: l.campbell@troymi.gov

Prepared for : Joe LaPointe

*Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.*

Line	Quantity	Description	Unit Price	Extended Amount
1	12.00 Each	BWB-16-64-18----- Bowen Outdoor Bench :18"H x 64"W x 16"D :HDPE Slatted Seat - Walnut :Steel Frame Finish - Ultra Bronze :Black Nylon Glides :Quote #- 85302 Tag: Tag TG: Great Hall - C1	1,080.00	12,960.00
2	6.00 Each	BWC-36-82-RT-30----- Bowen Outdoor Communal Table :30"H x 36"W x 82"L :HDPE Slatted Table Top- Walnut :Steel Frame- Ultra Bronze :Black Nylon Glides :Quote #- 85302 Tag: Tag TG: Great Hall - A2	2,528.50	15,171.00
3	1.00 Each	Labor----- Receive, Install and Deliver :Straight Time :Non-Union :(12) Outdoor Bowen Benches, (06) Outdoor Bowen Tables) Tag: Tag TG: Labor	685.71	685.71

Order Sub-Total : \$28,816.71

**TOTAL ORDER : \$28,816.71**

Required Deposit 50.00% : \$14,408.36

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED      THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Utilizing Grand Rapids Chair NCPA Contract 7-92

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13907
Date	05/31/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
Page	2 of 4

**Balco Interiors LLC and IE Connect LLC -  
d/b/a INTERIOR ENVIRONMENTS  
TERMS AND CONDITIONS OF SALE**

### 1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 30 days from date of proposal.
- B. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
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- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

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All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

### 3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

### 4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



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- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgement.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, Seller may direct shipments directly to the job site.
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- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
- H. **PROTECTION OF DELIVERED GOODS:** Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if the job site is not ready on an agreed upon delivery date, and Buyer shall assume any risk of damage or loss thereof.
- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by





## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13907
Date	05/31/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
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Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer. All delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.

### 6. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13906
Date	05/25/2023
Customer PO No	
Customer Name	City Of Troy
Salesperson	Joe LaPointe
Terms	NET 10
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T City Of Troy  
O 500 W Big Beaver Rd  
Troy, MI 48084  
  
ATTN: City of Troy  
Email: l.campbell@troymi.gov

S Troy Pavilion  
H Town Center Dr  
I Troy, Mi 48084  
P  
  
T ATTN: City of Troy  
O Email: l.campbell@troymi.gov

Prepared for : Joe LaPointe

*Due to the current challenges in the global supply chain and labor environment, pricing and lead times remain in a state of flux. Our team will do it's best to communicate any changes as they arise and provide the best available solutions to meet your needs. Thank you for your business and understanding.*

Line	Quantity	Description	Unit Price	Extended Amount
1	20.00 Each	RLA60R----- Vibe Recycled Plastic Dining Chair :34"H x 17"W x 23"D :Recycled Plastic Plank Seat- Mahogany :Aluminum Powder Coated Legs & Frame- Textured Bronze :Plastic Glides :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1	752.00	15,040.00
2	24.00 Each	ELV60R----- Elevation Recycled Plastic Lounge Chair :35"H x 25"W x 22"D :Recycled Plastic Plank Seat & Armrest- Mahogany :Aluminum Powder Coated Legs & Frame- Textured Bronze :Plastic Adjustable Glides :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1	980.00	23,520.00
3	6.00 Each	ELV52R----- Elevation 52" Round Recycled Plastic Table :31"H x 53" Dia. :Recycled Plastic Plank Top- Mahogany :Aluminum Powder Coated Frame- Textured Bronze :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1	2,462.00	14,772.00
4	7.00 Each	MIX2925R---- Mixx 34" Square Recycled Plastic Table :Frame Color- Textured Bronze :Plastic Slat Color- Mahogany :Quote #- SFQ-00065178 Tag: Tag TG: Great Hall - B1	1,424.65	9,972.55
5	1.00 Each	Freight-- Anova Freight :Quote #- SFQ-00065178 Tag: Tag TG: Freight	3,130.16	3,130.16
6	1.00 Each	Labor----- Receive, Install and Deliver :Straight Time :Non-Union	1,713.75	1,713.75



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

Order Number	13906
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: (20) Dining Chairs, (24) Lounge Chairs,  
: (13) Dining Tables  
Tag: Tag TG: Labor

Order Sub-Total : \$68,148.46

**TOTAL ORDER : \$68,148.46**

Required Deposit 50.00% : \$34,074.23

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED      THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

**A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Proposal

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**Balco Interiors LLC and IE Connect LLC -  
d/b/a INTERIOR ENVIRONMENTS  
TERMS AND CONDITIONS OF SALE**

### 1. PROPOSALS AND ORDERS

- A. **TERM:** All prices quoted by Interior Environments ("Seller") are valid for 30 days from date of proposal.
- B. **OFFER AND ACCEPTANCE:** All orders for the purchase of goods and services from Seller require a proposal prepared by Seller which has been approved and signed by an authorized signatory of Buyer. Seller's proposal shall constitute an offer and Buyer's approval of the proposal shall constitute acceptance of that offer. If Buyer submits a purchase order before Seller issues a proposal, Seller's proposal shall constitute a counteroffer and Buyer's approval of the Seller's proposal shall constitute acceptance of that counter offer without any additional terms or conditions.
- C. **AGREEMENT:** Following the offer and acceptance described above and Seller's payment as provided in paragraph 2 below, an "Agreement" between the parties shall be deemed to have been formed with such Agreement comprised solely of Seller's proposal together with these Terms and Conditions of Sale. The Agreement shall be deemed to supersede any prior written or oral agreements and any different or conflicting terms in any quote, invoice, Buyer purchase order, shipper or any other document. For the avoidance of doubt, any different, additional or conflicting terms provided on any ancillary Buyer document(s) are expressly rejected by Seller.
- D. **MODIFICATIONS/CHANGES/CANCELLATIONS:** Any requested modification to an Agreement is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay any and all additional charges resulting from order modifications, cancellations, and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Any modifications of an Agreement must be made via a signed and dated revised proposal.

### 2. CREDIT APPROVAL AND DEPOSITS

All orders are subject to credit approval. A deposit of 50% is required on all orders greater than \$5,000.00. No interest shall accrue on such deposits. Orders less than \$5,000.00 must be paid in full. The Agreement is deemed entered upon such payment by Buyer.

### 3. OWNERSHIP AND RISK OF LOSS

Transfer of title to the goods as between Seller and Buyer shall be deemed to have occurred when the Agreement is entered, and thereafter Buyer shall insure against risk of loss. If the goods are first received on behalf of Buyer by Seller, such goods shall be considered held by Seller subject to bailment for the sole benefit of Buyer.

### 4. PAYMENT

- A. **TIMING:** Any remaining balance on goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site or, if installed by Seller, following substantial completion. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request, due to delays or otherwise, will be invoiced for product only upon Seller's receipt of same with separate invoicing for installation or other related services upon substantial completion.
- B. **PAYMENT TERMS:** Seller has the right to increase its prices at any time upon notice to Buyer to reflect any and all unusual or unforeseen increases in Seller cost, provided that any such increase shall be limited to the increase actually incurred by Seller. Buyer will not offset or recoup any claim against amounts due Seller. All invoices are due on the date noted on the related invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after the invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. **FREIGHT:** Buyer is solely responsible for any applicable freight and handling charges, including tariffs, for delivery from the manufacturer to Seller and is FOB origin. If not included in the proposal, such charges are not included in a price quotation and will be invoiced to Buyer separately after the Seller is invoiced by the carrier or manufacturer.
- D. **TAXES:** Buyer is solely responsible for any applicable sales, use, excise, or other taxes. If not included in the proposal, applicable taxes will be invoiced separately. If Buyer possesses tax-exempt status, a certificate of resale, or tax exemption is to be provided prior to order placement.
- E. **DELAYS:** If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed delivery date any goods



## Proposal

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Order Number	13906
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Terms	NET 10
Page	4 of 5

thereafter stored by Seller will be at Buyer's expense until such time as Buyer is able to accept delivery. Seller shall have no obligation or liability to Buyer whatsoever for failure to ship goods by a particular date.

### 5. DELIVERY AND INSTALLATION

- A. **DELIVERY AND INSTALLATION:** Any contracted delivery and installation will be made during Seller's normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Overtime delivery or installation performed at the Buyer's request will be subject to labor rates reflecting time-and-a-half for weekdays and double time for weekends and holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, any additional incremental costs will be invoiced to and paid by the Buyer. Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation. Any shipping, delivery, and performance dates are estimates only, and time is not of the essence. Seller may ship or direct shipments of all the goods at one time or in portions from time to time. Seller has the right, but not the obligation, to determine the method of shipment and routing of the goods, unless otherwise stated in Seller's delivery and installation proposal or acknowledgement.
- B. **SELLER'S RESPONSIBILITIES:** Unless received by Buyer or Buyer's agent directly, Seller will receive, inspect, stage, and if contracted, install Buyer's goods. All furnishings will be left clean and in working order. Carton and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. At Seller's option, Seller may direct shipments directly to the job site.
- C. **BUYER'S ACCEPTANCE:** Buyer agrees to have an agent on the premises at the agreed upon time to accept goods, deliveries, installation, and completed work. All goods and services shall be considered accepted after Buyer or his agent has signed an acknowledgement document(s). All claims or exceptions must be made in writing the date the work is substantially complete. Notwithstanding the foregoing, if Buyer or Buyer's agent is unavailable or unwilling to sign acknowledgment document(s), Buyer shall be deemed to have accepted the goods and services "as is" or as otherwise noted by Seller on the acknowledgement document.
- D. **DROP SHIPMENTS:** In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to damage and may not withhold payment on account thereof.
- E. **CONDITION OF JOB SITE:** Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to any Seller installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges plus fees, if labor is performed by a third party.
- F. **JOB SITE SERVICES:** Buyer will furnish electrical current, heating, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller if Seller is to provide installation. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once installation has begun, Buyer agrees to assume any expense incurred by Seller due to changes made at the Buyer's request or for any reason beyond Seller's reasonable commercial control.
- G. **ELECTRICAL INSTALLATION:** A licensed electrician may be required to install electrical product including outlets, task lights, and hook-ups to base building power. If Seller determines that an electrician is required, Buyer will be responsible for contracting and paying the electrician.
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- I. **CONCEALED DAMAGED GOODS:** Buyer is required to report all concealed or damage packaged goods within seven (7) business days or receipt. In addition, Buyer is required to report all damage goods revealed upon unpackaging within seven (7) days of the same. Likewise, Buyer is required to and must send pictures of damaged goods, packages and labels to initiate any available warranty claim(s). Failure to report damages within the required reporting period with the required information may negate any warranty claims and Buyer shall accept responsibility for any and all costs associated with replacement or repairs of damaged goods.
- J. **DELIVERY AND INSTALL WARRANTY:** Seller shall warrant all delivery and installation services against defects in performance for a period of one (1) year following delivery unless stated otherwise in the documents accompanying these Terms and Conditions of Sale. If this proposal includes the provision of delivery and installation services, Seller warrants that delivery and installation services performed by



## Proposal

Interior Environments - Novi  
48700 Grand River Ave  
Novi, MI 48374  
Phone: (248) 213-3010

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Customer Name	City Of Troy
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Page	5 of 5

Seller or by a permitted subcontractor or agent of Seller shall be performed in a good and workmanlike manner consistent with the best practices in the industry. In the event of a delivery and installation service defect, the Seller shall, at Buyer's discretion, repair or re-perform the defective services at no cost to the Buyer. All delivery and installation services performed after the one (1) year delivery and install warranty period including but not limited to product warranties, service, repairs, replacement, etc. shall be paid for by Buyer at Buyer's expense.

### 6. ADDITIONAL TERMS

- A. **DISCLAIMER OF WARRANTIES:** BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE DESIGN AND USE OF THE GOODS. SELLER SHALL ADVISE BUYER OF ALL RELATED MANUFACTURERS' WARRANTIES UPON BUYER'S REQUEST.
- B. **RESALE:** On any resale of the goods, Buyer shall contractually limit its buyer's warranty against both Buyer and Seller to the same extent that Paragraph 6(A) above limits the warranty offered by Seller.
- C. **ACTS BEYOND REASONABLE CONTROL:** Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of Seller.
- D. **ASSIGNMENT:** Buyer shall not assign its rights or obligations under this Agreement without the prior written consent of Seller.
- E. **INDEMNIFICATION:** Buyer shall indemnify, defend, and hold harmless Seller with respect to all damages, losses, claims, and expenses, including, without limitation, consequential and incidental damages and reasonable attorney fees arising from or related to : i) Buyer's breach of any of Buyer's obligations under this Agreement and from; ii) Seller's interior design, project management, delivery, installation, or any other services except when caused by Seller's gross negligence or willful misconduct.
- F. **DEFAULT:** If Buyer fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if Buyer fails to observe, keep, or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies without prejudice to such remedies as may otherwise exist at law or in equity: i) to declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer; ii) to sue for and recover all payments, then accrued or thereafter accruing; iii) to take possession of the goods provided hereunder, without demand or notice wherever located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
- G. **NO WAIVER:** Seller's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.
- H. **TIME FOR BRINGING ACTION:** Any action that Buyer brings against Seller that arises out of or relates to the goods and services provided by Seller to Buyer must be brought by Buyer within one year after the cause of action occurs.
- I. **LAW:** The Agreement shall be deemed entered into, and performed in substantial part, in Oakland County, Michigan. The Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to the exclusive personal jurisdiction of the state or federal courts serving Oakland County, Michigan for the resolution of any claim or cause of action that arises from or related to this Agreement or the goods or services provided by Seller.



CITY OF TROY  
OAKLAND COUNTY, MICHIGAN

**Proclamation Requesting Funding for the I-75 Sound Wall**

**WHEREAS,** The Michigan Department of Transportation (MDOT) facilitated a Sound Study measuring the impacts of sound from I-75. This study was initiated in reaction to residents expressing concerns about higher noise levels after changes to the roadway from the I-75 Modernization Project.

**WHEREAS,** the City of Troy has received several complaints from residents and business owners regarding substantial noise pollution from I-75. Residents continue to communicate the detrimental effects the noise from I-75 has on their quality of life and home values.

**WHEREAS,** Of the 14 Noise Barriers that were evaluated during this study, two Noise Barriers (Noise Barrier 10 and 11) met the current MDOT feasibility and reasonableness criteria. The cost of building the new walls is estimated to exceed \$12 million dollars.

**WHEREAS,** MDOT has previously appropriated \$4 million to build additional sound walls. However, it is estimated that an additional \$10 million is needed to complete the project.

**WHEREAS,** Senator Michael Webber, Representative Sharon MacDonell, Representative Tom Kuhn, have previously called on the governor and legislative leaders from both parties to address excessive highway noise at two locations along the I-75 corridor between 13 Mile and Adams roads.

**WHEREAS,** Sen. Michael Webber has also formally requested the Senate include a \$10 million appropriation in the MDOT budget for FY 2022/2023 to complete sections of sound wall along the I-75 corridor in Troy.

**NOW, THEREFORE BE IT RESOLVED,** That Troy City Council CALLS UPON Governor Gretchen Whitmer and all of our elected officials, (including Senator Michael Webber, Representative Sharon MacDonell, Representative, Tom Kuhn, U.S. Senator Gary Peters, U.S. Senator Debbie Stabenow, and U.S. Congresswoman Haley Stevens) to support the resident's of Troy efforts and request a \$10 million appropriation in the MDOT budget for FY 2022/2023 for the construction of two I-75 Noise Barriers, which are in the best interest of the City of Troy and its impacted residents and businesses.

Pastor Christina Hallam from Northminster Presbyterian 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, May 22, 2023, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:34 PM.

## **B. ROLL CALL:**

- a) Mayor Ethan Baker
- Edna Abraham-Absent
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga-Absent
- Ann Erickson Gault
- David Hamilton
- Ellen Hodorek

Excuse Absent Council Members:

Resolution #2023-05-080

Moved by Baker

Seconded by Erickson Gault

RESOLVED, That Troy City Council hereby **EXCUSES** the absences of Mayor Pro Tem Chamberlain-Creanga and Council Member Abraham at the Regular City Council of May 22, 2023, due to being out of the county.

Yes: Baker, Brooks, Erickson Gault, Hamilton, Hodorek

No: None

Absent: Abraham, Chamberlain-Creanga

## **MOTION CARRIED**

*Mayor Pro Tem Chamberlain-Creanga joined the meeting via Zoom for discussion purposes only.*

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

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**C-1** No Certificates of Recognition and Special Presentations

## **D. CARRYOVER ITEMS:**

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**D-1** No Carryover Items

## **E. PUBLIC HEARINGS:**

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**E-1** No Public Hearings

**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:**

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**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 Request for Closed Session**

Resolution #2023-05-081

Moved by Baker

Seconded by Hodorek

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – Gillman v City of Troy, et al.

Yes: Brooks, Erickson Gault, Hamilton, Hodorek, Baker

No: None

Absent: Chamberlain-Creanga, Abraham

**MOTION CARRIED**

---

**I-4 Lease Agreement Amendments for Camp Ticonderoga Restaurant Operations  
(Introduced by: Brian Goul, Recreation Director)**

Resolution #2023-05-082

Moved by Brooks  
Seconded by Erickson Gault

RESOLVED, That, as recommended by City Management, Troy City Council hereby **APPROVES** the Amendment to the Lease Agreement with *Gallatin, Inc.* for the additional five (5) year period with expiration date of May 1, 2031, unless otherwise terminated as provided in the Lease Agreement.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the Amendment to the Lease Agreement with Gallatin, Inc. to transfer the contract to *5725 Rochester Road, LLC* in accordance with the terms and conditions in the current Lease Agreement.

BE IT FINALLY RESOLVED, That the Mayor and City Clerk are **AUTHORIZED** to **EXECUTE** the attached Lease Amendment and Lease Assignment and Assumption Agreements; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: Erickson Gault, Hamilton, Hodorek, Baker, Brooks  
No: None  
Absent: Abraham, Chamberlain-Creanga

#### **MOTION CARRIED**

---

#### **I-5 Contract Amendment and Budget Amendment – Water Slide Repairs at the Troy Family Aquatic Center (*Introduced by: Brian Goul, Recreation Director*)**

Resolution #2023-05-083  
Moved by Hamilton  
Seconded by Brooks

WHEREAS, On January 23, 2023, Troy City Council approved a contract to *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MI*, to furnish all equipment, material, and labor to renovate and resurface the interior and exterior water slide flumes at the Troy Family Aquatic Center for an estimated total cost of \$86,365 and a 10% contingency for a not to exceed amount of \$95,001.50 per prices contained in the bid tabulation dated January 5, 2023, Resolution 2023-01-018-J-4b;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council **APPROVES** the amending of the original resolution from \$95,001.50 to \$101,377.00 for the contract with *Dale Cooper LLC dba Safe Slide Restoration of Farmington, MI*, to furnish all equipment, material and labor to repair and resurface the water slide flumes including additional required repairs at the Troy Family Aquatic Center.

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** a budget amendment to the Troy Family Aquatic Center Capital General Equipment Fund and Project Number 2023C0089 in the amount of \$1,177.00.

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

Yes: Hamilton, Hodorek, Baker, Brooks, Erickson Gault  
No: None  
Absent: Abraham, Chamberlain-Creanga

**MOTION CARRIED**

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**I-6 City of Troy Master Plan – Release Draft Master Plan for Public Review (*Introduced by: Brent Savidant, Community Development Director and Ben Carlisle, Planning Consultant*)**

There was a consensus of City Council to TAKE NO ACTION on this resolution, and to direct the City Manager to schedule a Special Meeting to discuss the Draft Master Plan.

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**I-7 2023 City Council Meeting Schedule (*Introduced by: Robert J. Bruner, Deputy City Manager*)**

Resolution #2023-05-084  
Moved by Erickson Gault  
Seconded by Hamilton

RESOLVED, That Troy City Council **SHALL HOLD** a Special Meeting for 3500 John R Rd Undeveloped Park Proposal on Monday June 12, 2023 at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure.

BE IT FURTHER 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: Hodorek, Baker, Brooks, Erickson Gault, Hamilton  
No: None  
Absent: Abraham, Chamberlain-Creanga

**MOTION CARRIED****J. CONSENT AGENDA:**

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

Resolution #2023-05-085-J-1a  
Moved by Hodorek  
Seconded by Brooks

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

Yes: Baker, Brooks, Erickson Gault, Hamilton, Hodorek  
No: None  
Absent: Abraham, Chamberlain-Creanga

**MOTION CARRIED**

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

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**J-2 Approval of City Council Minutes**

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Resolution #2023-05-085-J-2

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

- a) Special City Council Minutes-Draft – May 8, 2023
- b) City Council Minutes-Draft – May 8, 2023

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**J-3 Proposed City of Troy Proclamations: None Submitted**

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**J-4 Standard Purchasing Resolutions:**

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**a) Standard Purchasing Resolution 3: Exercise Renewal Option - Janitorial Services**

Resolution #2023-05-085-J-4a

WHEREAS, On March 16, 2020, Troy City Council approved a three (3) year contract with an option to renew for three, (3) year periods to RNA Facilities Management as a result of a best value evaluation process (Resolution #2020-03-051); and,

WHEREAS, RNA Facilities Management has offered to renew their contract for three (3) additional years under the same terms, conditions and scope as the 2020 contract, except as provided by their revised pricing schedule;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the three-year option to renew the contract for Janitorial Services with *RNA Facilities Management of Ann Arbor, MI*, under the same terms and conditions as the 2020 contract, effective July 1, 2023 through June 30, 2026, for an estimated annual amount of \$1,130,522.04 in year one, \$1,175,742.96 in year two, and \$1,222,779.72 in year three for Proposal A; an hourly rate of \$22.00 in year one, \$23.00 per hour in year two, and \$24.00 per hour in year 3 for casual labor, and \$25.00 per hour for years 1-3 to provide as-needed furniture moving over and above the requirements of the specifications; and a monthly price not to exceed \$.28 per square foot in year one, \$.32 per square foot in year two, and \$.36 per square foot in year three for future locations requiring janitorial services for Proposal C; contract to expire June 30, 2026.

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 3: Exercise Renewal Option – Workers’ Compensation Renewal**

Resolution #2023-05-085-J-4b



RESOLVED, That Troy City Council hereby **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance and **AUTHORIZES** payment in an amount not to exceed the annual premium of \$493,885 for one (1) year, and **AUTHORIZES** the City Manager to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2024.

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**J-5 Oakland County's Urban County Community Development Block Grant Cooperation Agreement for Program Years 2024-2026**

Resolution #2023-05-085-J-5

WHEREAS, The City of Troy has been participating in Oakland County's Urban County Community Development Block Grant Program since 1982; and,

WHEREAS, The City of Troy receives approximately \$178,000 in Oakland County Community Development Block funds each year; and,

WHEREAS, Currently, Oakland County handles the majority of the federal paperwork involved in administering the Community Development Block Grant Program, helping to maximize the benefit of each dollar received at the local level;

THEREFORE, BE IT RESOLVED, That the City of Troy **CONTINUE** its participation in Oakland County's Urban County Community Development Block Grant Program for program years 2024, 2025, and 2026, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the City of Troy to terminate the Cooperative Agreement.

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**J-6 Request for Acceptance of a Quit Claim Deed and Six Permanent Easements, Adler Cove Site Condominium, Sidwell #88-20-13-100-012, -025 and -014**

Resolution #2023-05-085-J-6

RESOLVED, That Troy City Council **ACCEPTS** a quit claim deed for detention purposes and six permanent easements for franchise and public utilities, emergency ingress and egress, sanitary sewers, sidewalks, storm sewers and surface drainage, and water mains from Mondrian Properties, LLC and Adler Cove, LLC, owners of the properties having Sidwell #88-20-13-100-012, 025 & 014.

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

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**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	Requested endorsements from Council for his campaign, and commented on other various topics
Graham Bush	Commented on the noise issue from I-75
Mike Labadie	Commented on the noise issue from I-75
Fred Eckhout	Commented on the noise issue from I-75
Loraine Scussel	Commented on the noise issue from I-75
Robert Goss	Commented on the noise issue from I-75
Kathleen O'Laughlin	Commented on various topics

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

Mayor Baker	Responded that City Council has not approved the development that Ms. O'Laughlin commented on. Mayor Baker commented on his efforts to advocate for the residents of Troy at the State level regarding the I-75 noise issue. He said he is willing to consider a new resolution to send to the State and Federal elected officials regarding the noise issue.
Council Member Hamilton	Responded that there may need to be a study committee in order to work on the I-75 noise issue.
Council Member Hodorek	Responded that she believes the issue with resolving the I-75 noise issue lies with the Federal Rules, and City Council and City Management are advocating with Federal elected officials to address the Rules. She said that while it feels like there is no progress being made, there is constant work being done behind the scenes to get the noise issue resolved. She said she is willing to consider a new resolution to send to the State and Federal elected officials regarding the noise issue.
Mayor Pro Tem Chamberlain-Creanga	Responded that she would like to keep things moving forward by working on a resolution to keep the focus on and secure money for the I-75 noise issues. She said City Council Members are having conversations with State legislators and the MML advocating for the residents.

**N. COUNCIL REFERRALS:**

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

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**N-1 No Council Referrals Submitted**

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**O. REPORTS:**

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**O-1 Minutes – Boards and Committees:**

- a) Planning Commission-Final – April 11, 2023
  - b) Zoning Board of Appeals-Final – April 18, 2023  
Noted and Filed
- 

**O-2 Department Reports:**

- a) Interim Financial Report 3<sup>rd</sup> Quarterly For The Nine Months Ended March 31, 2023
  - b) 2023 City of Troy Assessment Roll and Board of Review Report  
Noted and Filed
- 

**O-3 Letters of Appreciation: None Submitted**

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

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**P. COUNCIL COMMENTS:**

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**P-1 Council Comments**

Council Member Brooks announced the Stage Nature Center Walk and Run for Nature on Sunday, June 11, 2023. Tickets are available online for the 5K run/2K walk for ages 11 to adult and Little Sprout Sprint for ages 10 and under. She also wished everyone a safe and happy Memorial Day.

Mayor Pro Tem Chamberlain-Creanga spoke about the Oakland Together Senior Initiatives informational meeting on May 23, 2023 to gather feedback.

Mayor Baker announced the Memorial Day Celebration will be held on Monday, May 29, 2023 at 10:00 AM in the Veterans' Plaza.

**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):**

The Meeting **RECESSED** at 9:08 PM.

The Meeting **RECONVENED** at 9:15 PM.

**R. CLOSED SESSION**

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**R-1 Closed Session**

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**S. ADJOURNMENT:**

The Meeting **ADJOURNED** at 9:57 PM.

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Mayor Ethan Baker

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M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**2023 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:**

December 2, 2023.....Special Meeting – Troy Advance

**2023 SCHEDULED REGULAR CITY COUNCIL MEETINGS:**

June 12, 2023 .....Regular Meeting  
June 26, 2023 .....Regular Meeting  
July 10, 2023.....Regular Meeting  
July 24, 2023.....Regular Meeting  
August 7, 2023 .....Regular Meeting  
August 21, 2023 .....Regular Meeting  
September 11, 2023.....Regular Meeting  
September 18, 2023.....Regular Meeting  
October 2, 2023.....Regular Meeting  
October 16, 2023.....Regular Meeting  
November 13, 2023.....Regular Meeting  
November 20, 2023.....Regular Meeting  
December 4, 2023.....Regular Meeting  
December 11, 2023.....Regular Meeting



500 West Big Beaver  
Troy, MI 48084  
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J-04a

## CITY COUNCIL AGENDA ITEM

Date: June 2, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiepe, Public Works Director  
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 23-04 – Section 27 Pavement Rehabilitation

### **History**

The following streets are proposed to receive an asphalt overlay: Starr, Hickory, Cherry, Robinwood, Algansee, Larchwood, Arthur, Woodslee, Vermont, Birchwood, Chopin, Plum, Kirkton, Cook, Mastin, Hartshorn, Beech Lane, Eastport, Westwood, Van Courtland, Enterprise. This project includes milling (grinding off) select areas of the existing pavement and then placing a new asphalt pavement surface. Also included is complete removal and replacement of failed pavement areas and manhole repairs. Failing road culverts will also be replaced with this project. Ditches that are having severe drainage issues will be re-graded. Work is anticipated to start in July 2023 and all pavement construction is to be substantially completed by October 2023. All construction, including restoration, is to be completed by December 2023.

### **Purchasing**

Bids were received and publicly read on May 31, 2023. The low bid of \$2,165,430.00 was submitted by Hutch Paving Inc, 3000 E 10 Mile Road, Warren, MI 48091 as shown on the attached bid tab.

Work was competitively bid and publicly opened with five (5) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

### **Financial**

Funding for this work is available in the 2023-24 Capital Projects Fund. (Account # 401.447.499.7989.400).

### **Recommendation**

It is recommended that City Council award the Section 27 Pavement Rehabilitation Contract to Hutch Paving Inc, 3000 E 10 Mile Road, Warren, MI 48091, for their low bid of \$2,165,430.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 10% of the original project cost due to unknown quantities of repair work that may be needed after milling the asphalt surface. A copy of the bid tabulation shall be attached to the original Minutes of this meeting.



BID TABULATION  
SECTION 27 PAVEMENT REHABILITATION  
CITY OF TROY  
OAKLAND COUNTY, MICHIGAN

Bids Due: May 31, 2023

Contract 23-04

**Total Bid Amount**

1	Hutch Paving, Inc.	\$	2,165,430.00
2	Pro-line Asphalt Paving Corp.	\$	2,291,485.00
3	Asphalt Specialists, LLC	\$	2,512,117.00
4	Ajax Paving Industries, Inc	\$	2,589,752.56
5	Cadillac Asphalt LLC	\$	3,179,689.50





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Troy, MI 48084  
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J-04b

## CITY COUNCIL AGENDA ITEM

Date: June 5, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Robert C. Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiepe, Public Works Director  
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder  
Contract 23-09 – 2023 CIPP Program

### **History**

This project consists of rehabilitating approximately 1,300 feet of existing 48-inch diameter sanitary sewer interceptor in Section 25. This existing interceptor carries approximately one quarter of the City's sanitary flow. Rehabilitation of the interceptor will include the installation of a Cured-In-Place Pipe (CIPP) liner. This rehabilitation will improve the structural stability, condition and service life of this critical interceptor. The work is anticipated to start in July of 2023 and be completed by December of 2023.

### **Purchasing**

Bids were received and publicly read on May 31, 2023. The alternate #1 bid was selected and has a low bid of \$1,042,262.40 submitted by Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005 as shown on the attached bid tab.

Work was competitively bid and publicly opened with three (3) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

### **Financial**

Funds for this work are included in the Sanitary Sewer CIPP Fund. The budgeted amount includes funds for construction, inspection, and testing.

### **Recommendation**

It is recommended that City Council award the 2023 CIPP Program contract to Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005, for their low bid of \$1,042,262.40.

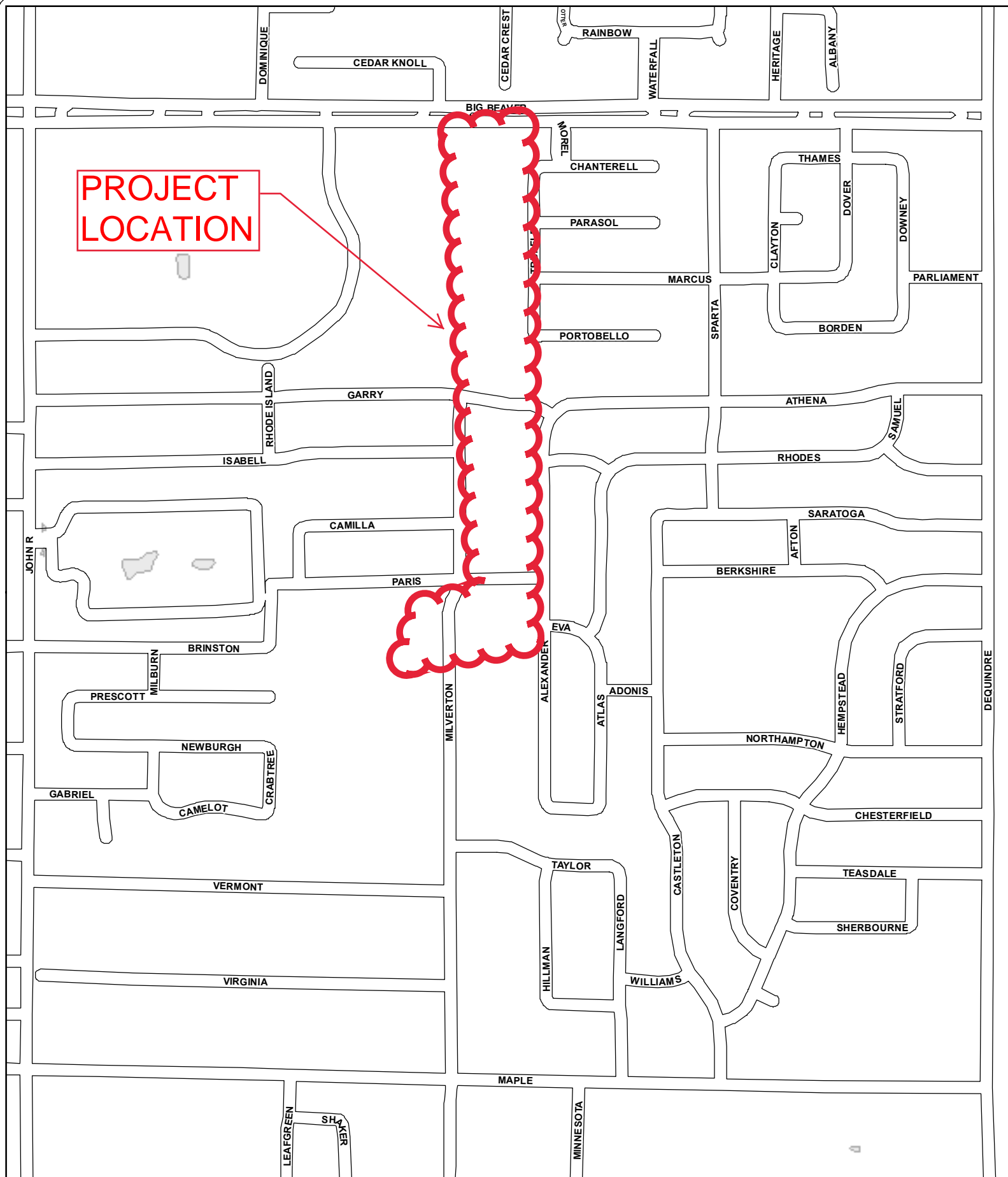
In addition, we are requesting authorization to approve additional work, if needed, not to exceed 25% of the original project cost due to unknown conflicts with existing underground utilities and/or underground conditions that may arise during construction.

A copy of the bid tab and recommendation shall be attached to the original Minutes of this meeting.

BID TABULATION  
CONTRACT 23-09  
2023 CIPP PROGRAM  
City of Troy  
Oakland County, Michigan

Bids Due: May 31, 2023  
Project No. 23.404.5

	<b>Total Base Bid Amount</b>	<b>Total Alternate #1 Bid Amount</b>
Insituform Technologies USA, LLC	\$ 1,434,362.40	\$ 1,042,262.40
SAK Construction, LLC	\$ 1,345,737.00	\$ 1,170,599.00
Inliner Solutions, LLC	\$ 1,963,475.00	\$ 1,375,325.00





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# CITY COUNCIL AGENDA ITEM

Date: June 5, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
Paul Trosper, Water & Sewer Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2 – Award to Low Bidder Meeting Specifications – Water System Materials

**History**

- The Water and Sewer Division is responsible for new water service installations and maintenance, water main repairs and replacement, and Mueller hydrant repairs and replacement.
- In order to maintain these infrastructures, minimum quantities of parts are kept on hand.
- Water system materials will be purchased on an as needed basis to replenish inventories throughout the year at unit prices as specified and detailed in the bid tab.
- The current contract is expiring June 30, 2023.

**Purchasing**

- On May 18, 2023, a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Water System Materials.
- The bid was posted on the MITN Purchasing Group website, [www.bidnetdirect.com/city-of-troy-mi](http://www.bidnetdirect.com/city-of-troy-mi).
- Three (3) bids were received. Below is a detailed summary of potential vendors.

Companies notified via MITN	111
Troy Companies notified via MITN	2
Troy Companies - Active email Notification	2
Troy Companies - Active Free	0
Companies that viewed the bid	17
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, 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.

- Based upon the bid responses and per the attached bid tabulation; it is in the City's best interest to award the contract to the overall low bidder as specified.
- Ferguson is the low bidder for five out of six items and is the low bidder overall, so to streamline the ordering process, it is more efficient to go with one company as opposed to breaking up the bid. Ferguson was awarded the current contract and has met all contract requirements while providing quality customer service. Therefore, *Ferguson Waterworks of Warren, MI* is the overall low bidder meeting specifications and pricing requirements and is being recommended for award.





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## CITY COUNCIL AGENDA ITEM

### **Financial**

Funds are available in the operating budgets for the Water and Sewer Division for the 2024 Fiscal Year. These funds will be drawn primarily from three accounts; Maintenance of Mains 591.537.541.7740.010, Maintenance of Service 591.537.542.7740.010, and Maintenance of Hydrants 591.537.544.7740.010.

### **Recommendation**

City Management recommends awarding a one (1) year contract for Water System Materials, to overall low bidder meeting specifications, *Ferguson Waterworks of Warren, MI* for an estimated total cost of \$251,050 at unit prices contained in the bid tabulation opened May 18, 2023; to be ordered on an as needed basis.

Ferguson Waterworks – Warren, MI	Item #1 Curb Box Items	\$22,400.00
	Item #2 Water Service Parts	\$228,650.00
	Item #3 Ford Repair Clamps	50% List Discount
	Item #4 Ford Brass Saddles	45% List Discount
	Item #5 Ford Stainless Steel Saddles	45% List Discount
	Item #6 Mueller Complete Fire Hydrants Hydrant & Valve Parts	25% List Discount 25% List Discount

Opening Date: 05/18/2023  
Date Reviewed: 05/18/2023

CITY OF TROY  
BID TABULATION  
WATER SYSTEM MATERIALS

ITB-COT 23-19  
Page 1 of 3

<b>Vendor Name:</b>	Ferguson Waterworks	Etna Supply LLC	Core & Main LP
<b>City:</b>	Warren, MI	Grand Rapids, MI	Shelby Township, MI

**PROPOSAL: MISCELLANEOUS WATER SYSTEM MATERIALS**

**ITEM #1: CURB BOX ITEMS - MINNEAPOLIS PATTERN - THREAD ON**

Line #	Est Qty	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	300	1" Curb Box Mueller extension curb box w/45" stationary rod #82866 Mueller #10312-99000 or Ay McDonald w/42" rod #5660 AY McDonald #5613	\$58.00	\$17,400.00	\$43.05	\$12,915.00	\$54.12	\$16,236.00
2.	25	1 1/2" Curb Box Mueller #10304-99000 2 piece lid, 2" top pipe, 3" bottom tap, 66" extension AY McDonald #5624 2 piece lid, 2" top pipe, 3" bottom tap, 5 1/2 or 66" extended	\$100.00	\$2,500.00	\$96.00	\$2,400.00	\$94.32	\$2,358.00
3.	25	2" Curb Box Mueller #10304-99002 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 66" extension AY McDonald #5625 2 piece lid, 2" top pipe, 3 1/2" bottom tap, 5 1/2 or 66" extended	\$100.00	\$2,500.00	\$96.00	\$2,400.00	\$94.36	\$2,359.00
<b>TOTAL LINE ITEM #1:</b>			<b>\$22,400.00</b>		<b>\$17,715.00</b>		<b>\$20,953.00</b>	
Manufacturer/Model #			Mueller		Mueller/Listed Model		Mueller	

**ITEM #2: WATER SERVICE PARTS**

Line #	Est Qty	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total
Corporation Stops								
1.	100	1" Corporation Stop with nut Mueller B25000 or approved alternate	\$68.00	\$6,800.00	\$69.70	\$6,970.00	\$69.71	\$6,971.00
2.	100	1 1/2" Corporation Stop with nut Mueller B25000 or approved alternate	\$161.00	\$16,100.00	\$166.10	\$16,610.00	\$165.06	\$16,506.00
3.	100	2" Corporation Stop with nut Mueller B25000 or approved alternate	\$282.00	\$28,200.00	\$290.10	\$29,010.00	\$288.34	\$28,834.00
TOTAL			\$51,100.00		\$52,590.00		\$52,311.00	
Brass Fittings								
4.	100	1" x 3/4" CCU or 3-part Unions H-15400N Mueller or approved alternate	\$28.00	\$2,800.00	\$29.50	\$2,950.00	\$28.88	\$2,888.00
5.	100	1" CCU or 3-part Unions H-15400N Mueller or approved alternate	\$33.00	\$3,300.00	\$34.80	\$3,480.00	\$34.14	\$3,414.00
6.	100	1-1/2" CCU or 3-part Unions H-15400 Mueller or approved alternate	\$100.00	\$10,000.00	\$105.35	\$10,535.00	\$102.47	\$10,247.00
7.	100	2" CCU or 3-Part Unions H- 15400N Mueller or approved alternate	\$164.00	\$16,400.00	\$171.90	\$17,190.00	\$167.21	\$16,721.00
TOTAL			\$32,500.00		\$34,155.00		\$33,270.00	
8.	25	3/4" x 1" PBC or Piggy Back Coupling H-15062 Mueller or approved alternate	\$22.00	\$550.00	\$29.20	\$730.00	\$23.14	\$578.50
TOTAL			\$550.00		\$730.00		\$578.50	

CITY OF TROY  
BID TABULATION  
WATER SYSTEM MATERIALS

ITB-COT 23-19  
Page 2 of 3

**Vendor Name:**  
**City:**

Ferguson Waterworks  
Warren, MI

Etna Supply LLC  
Grand Rapids, MI

Core & Main LP  
Shelby Township, MI

Curb Stops								
9.	100	1" CBS or Curb Stops Ford Z22 444M-NL or approved alternate	\$117.00	\$11,700.00	\$125.80	\$12,580.00	\$111.76	\$11,176.00
10.	100	1 1/2" CBS or Curb Stops Mueller B-25154N or approved alternate	\$263.00	\$26,300.00	\$279.80	\$27,980.00	\$268.67	\$26,867.00
11.	100	2" CBS or Curb Stops Mueller B-25154N or approved alternate.	\$425.00	\$42,500.00	\$452.50	\$45,250.00	\$434.66	\$43,466.00
<b>TOTAL</b>			<b>\$80,500.00</b>		<b>\$85,810.00</b>		<b>\$81,509.00</b>	

Brass Bends								
12.	100	1 1/2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate	\$98.00	\$9,800.00	\$103.10	\$10,310.00	\$170.61	\$17,061.00
13.	100	2"- 45 Degree Brass Bend Mueller H-15063N or approved alternate	\$181.00	\$18,100.00	\$190.50	\$19,050.00	\$241.50	\$24,150.00
14.	100	1"- 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$36.00	\$3,600.00	\$37.30	\$3,730.00	\$36.54	\$3,654.00
15.	100	1 1/2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$113.00	\$11,300.00	\$119.15	\$11,915.00	\$126.62	\$12,662.00
16.	100	2" - 90 Degree Brass Bend Mueller H-15068N or approved alternate	\$212.00	\$21,200.00	\$222.90	\$22,290.00	\$221.84	\$22,184.00
<b>TOTAL</b>			<b>\$64,000.00</b>		<b>\$67,295.00</b>		<b>\$79,711.00</b>	

Manufacturer/Model #			Ford	Mueller/Listed Model	AY McDonald
<b>TOTAL LINE ITEM #2:</b>			<b>\$228,650.00</b>	<b>\$240,580.00</b>	<b>\$247,379.50</b>
<b>GRAND TOTAL ALL ITEMS:</b>			<b>\$251,050.00</b>	<b>\$258,295.00</b>	<b>\$268,332.50</b>

ITEM #3: <u>Stainless Steel Repair Clamps</u> Single & Double Band, Solid and CC tap connections 1", 1 1/2", 2", Sizes 2" through 24" (US Manufactured, no iron lugs or bolts).				
Discount:	50%	15%	40%	
Manufacturer:	Ford Meter Box	Mueller	Romac	
Parts Price List:	off	Repair Clamps	Romac Price List	
Date:	January 2023	At time of purchase	1/10/2022	

ITEM #4: <u>Brass Saddle Brass Tap Saddles</u> , 100% lead free, no steel bands, cc taps 3/4", 1", 1 1/2", 2", size ranges 4" through 24" (US Manufactured).				
Discount:	45%	15%	25%	
Manufacturer:	Ford Meter Box	Mueller	Mueller	
Parts Price List:	Not Specified	Brass Saddles	Mueller	
Date:	January 2023	At time of purchase	2/9/2012	

ITEM #5: <u>Stainless Steel Saddle</u> Stainless steel tap saddles (compatible with plastic, brass or stainless-steel pipe), 100% lead free, stainless steel bands, cc taps 3/4", 1", 1-1/2", 2", size ranges 4" through 24" (US Manufactured)				
Discount:	45%	15%	25%	
Manufacturer:	Ford Meter Box	Mueller	Mueller	
Parts Price List:	Not Specified	SS Saddles	Mueller	
Date:	January 2023	At time of purchase	2/9/2012	

ITEM #6: <u>Mueller Complete Fire Hydrant &amp; Valve Parts</u>				
Discount on Mueller complete fire hydrants:	25%	0%	12%	
Discount:	25%	15%	6%	
Manufacturer:	Mueller	Mueller	Mueller	
Parts Price List:	Not Specified	Hydrant Parts	Mueller	
Date:	February 2012	At time of purchase	2/9/2012	

CITY OF TROY  
BID TABULATION  
WATER SYSTEM MATERIALS

ITB-COT 23-19  
Page 3 of 3

<b>Vendor Name:</b>		Ferguson Waterworks	Etna Supply LLC	Core & Main LP
<b>City:</b>		Warren, MI	Grand Rapids, MI	Shelby Township, MI
<b>Delivery:</b>				
Company's minimum shipment:		N/A	0	N/A
Days within phone request:		300 days	36 week lead time	7 - 14 days once items are in
Hours of Operation:		7:00 - 5:00	7AM - 5PM	7:30AM - 4:00PM
24 Hour Phone No.:		810-691-2823	616-245-4373	586-785-8851
Contact Person:		David M. Hobson	Dalton Potgeter	Angela Caponi
Descriptive Literature Provided: Y or N		N	N	Y
Payment Terms:		Net 30	Net 30	Net 30
Warranty:		Manufacturer's Warranty	Manufacturer	N/A
Delivery:		1 - 210 days	36 week lead time	3-4 weeks for Mueller Curb Boxes; 17-19 weeks for most AYM brass
Exceptions:		None	None	Line # 2 was based off Mueller part # provided; Line items 12, 13 & 15 are flr swivel x fir
Allow bid to be broken up: Y or N		Y	N	Y
Acknowledgement: Y or N		Y	Y	Y
Forms: Y or N		Y	Y	Y

**Overall Low Bidder Meeting Specifications**

**ATTEST:**

(\*Bid Opening conducted via a Zoom Meeting)

Teresa Shepard

Andrew Chambliss

Beth Zaccardelli

Emily Frontera

Purchasing Manager



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: June 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiep, Public Works Director  
Dennis Trantham, Facilities and Grounds Operations Manager  
Emily Dumas, Library Director  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Cooperative Purchasing Contracts and  
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds - Troy Public Library  
Adult Study Area Furniture Purchase and Budget Amendment

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### History

- The Troy Public Library is a destination point for public and university school students of all ages, as well as those working remotely. A quiet study work area is the most requested amenity from these Library users. Staff regularly receive comments on the need for more quiet areas. From *Google Reviews*: "I love this Library. Lately I have been struggling to find an open table or work area when I come to do homework or study" (2022); "Hard to find study spaces or genuine peace and quiet because of how crowded it can get" (2020). From Comment Card: "Can we have separate and quiet area space and meeting areas?" (May 2023)
- Recognizing the need identified by the public, in December 2022, the City Council contracted for interior design services for a Study Work Area with *OHM Advisors, of Livonia, MI*. (Resolution #2022-12-192-J-4b). OHM delivered a design in April 2023. (See attached 2023-0227 Furniture Plan.)
- At this point, Library staff is requesting permission to proceed with this project.

### Purchasing

- Pricing to remove approximately 1,200 linear feet of shelving, to create a space, has been secured from *Library Design Associates of Plymouth, MI*, for an estimated cost of \$2,700, as detailed in the attached proposal, dated April 28, 2023. Library Design Associates was the lowest of three quotes received for the work.
- Pricing to upgrade the electrical wiring and to install new power polls in the Study Work Area has been secured from *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$10,700, as detailed in the attached quote dated April 25, 2023, and as per the Oakland County Extended Purchasing Program Contract 008405.
- Furnishing the area will involve three vendors:
  - Pricing for Haworth furnishings and installation has been secured from *ISCG of Royal Oak, MI*, for an estimated cost of \$20,400, as detailed in the attached quote dated April 19, 2023, and as per the State of Michigan MiDeal Cooperative Contract 22000000043.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

- Pricing for Herman Miller furnishings and installation has been secured from *American Interiors of Novi, MI*, for an estimated cost of \$39,900, as detailed in the attached quote dated May 10, 2023, and as per the OMNIA Partners Cooperative Contract 2020000622.
- Pricing for Steelcase furnishings has been secured from *NBS of Troy, MI*, for an estimated cost of \$24,000, as detailed in the attached quote dated April 25, 2023, and as per the NJPA/Sourcwell Cooperative Contact 121919-STI.
- In addition, after the installation is completed, the Library wishes to expend Capital Funds for wall repairs, painting, and new signs in the Study Work Area for an estimated cost of \$8,000.
- The estimated total cost of this project is \$105,700, plus a 10% contingency, for a not to exceed amount of \$116,270.00

### **Financial**

- The Library has \$71,000 budgeted and available for this project in the FY2023 Library Buildings and Improvements Capital Fund, account 401.790.7975.900 under Project 2023C0056. The estimated total cost of this project is \$105,700 plus a 10% contingency, for a not to exceed amount of \$116,270.00. To complete this project, a budget amendment will be required in the amount of \$45,270 from the Library Fund balance to the Library's Buildings and Improvements Capital Fund account 401.790.7975.900

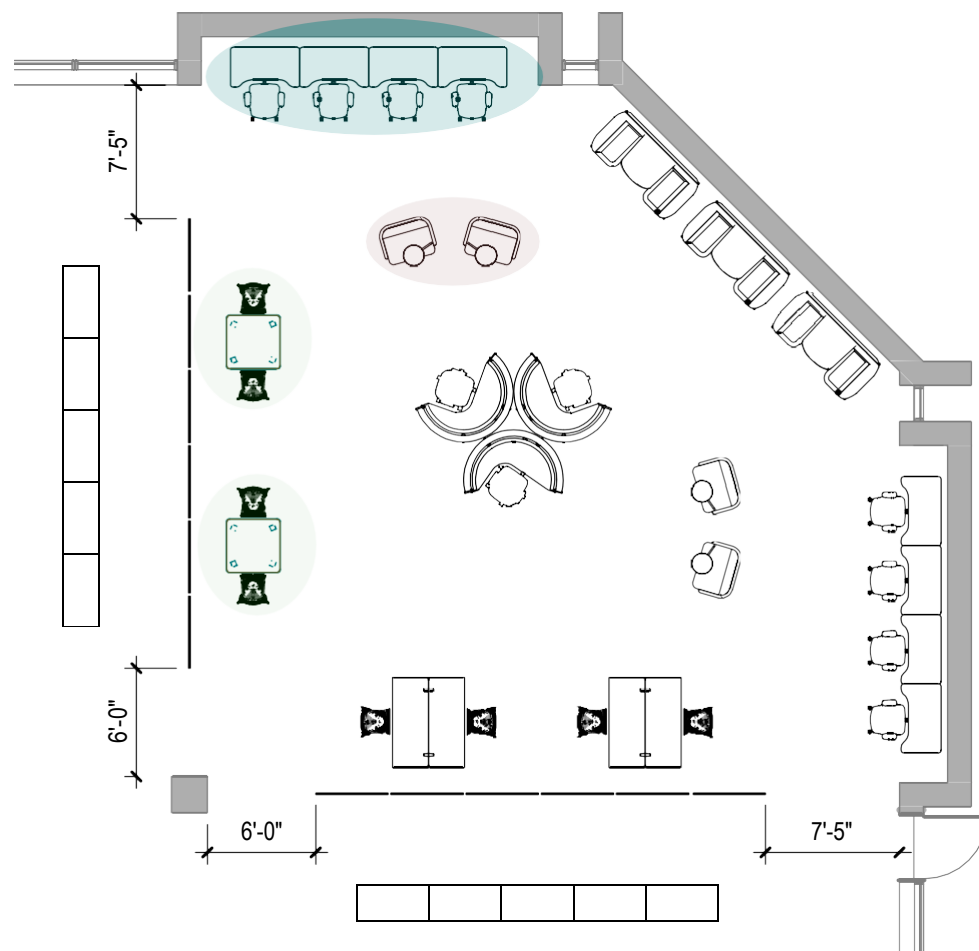
### **Recommendation**

City Management recommends, in the best interest of the City, the following:

- Awarding a contract for demolition and disposal services to low bidder *Library Design Associates of Plymouth, MI*, for an estimated total cost of \$2,700 (plus 10% contingency).
- Waiving the bid process and awarding a contract for electrical wiring and installation of new power polls to *Shaw Service and Maintenance of Southfield, MI*, for an estimated total cost of \$10,700 (plus 10% contingency), as per the Oakland County Extended Purchasing Contract 008405.
- Waiving the bid process and awarding a contract for Haworth furnishings and installation to *ISCG of Royal Oak, MI*, for an estimated cost of \$20,400 (plus 10% contingency), as per the MiDeal Cooperative Purchasing Contract 22000000043.
- Waiving the bid process and awarding a contract for Herman Miller furnishings and installation to *American Interiors of Novi, MI*, for an estimated cost of \$39,900 (plus 10% contingency), as per the OMNIA Partners Cooperative Purchasing Contract 2020000622.
- Waiving the bid process and awarding a contract for Steelcase furnishings and installation to *NBS of Troy, MI*, for an estimated cost of \$24,000 (plus 10% contingency), as per the NJPA/Sourcwell Cooperative Purchasing Contact 121919-STI.
- Granting the authority to expend Capital Funds for wall repairs, painting, and new signs at the Troy Library Adult Study Area for an estimated cost of \$8,000 (plus 10% contingency).

City Management further recommends that City Council approve a budget amendment from the Library Fund balance to the Library Capital Fund account 401.790.7975.900 in the amount of \$45,270.00.





OPTION 2B  
SCALE: 3/32 = 1'-0"



ACCESSORIES



CEILING MOUNTED  
SCREENS



HIGH BACK WORK LOUNGE



STUDY CARREL



FOCUS NOOK



BOOTH



WORK TABLES

## FURNITURE LAYOUT

TROY LIBRARY FURNISHINGS |

510 W Big Beaver Rd  
Troy, MI 48084





**LIBRARY  
DESIGN  
ASSOCIATES  
INC.**

1149 South Main Street  
Plymouth, Michigan 48170-2213

Tele phone : (734) 459-5000

**PROPOSAL**

Date 04/28/23  
Proposal No. P-36428  
Page 1

To Troy Public Library  
Attn: Phillip Kwik, Asst. Director  
E: kwikpj@troymi.gov

Item	Qty.	Catalog No.	Description	Unit Price	Total
1	1	LDA	<p>In accord with our recent meeting, we are pleased to provide the following proposal, for your consideration:</p> <p>Labor for LDA authorized personnel to remove and dispose of (41) double face 90" high steel shelving units including (14) double face end panels.</p> <p>This work is assumed to be completed in either July or August and all steel shelving will be recycled off site and removed through the north side emergency exit.</p> <p>All shelving material and end panel signs that are to be kept will need to be removed by Library staff prior to LDA installation crew arrival.</p> <p>NOTES:</p> <p>a) Payment terms are NET 30 days.</p> <p>b) All Pricing is good for (30) days and is subject to reconfirmation thereafter.</p>	2,665.00	2,665.00
Total					\$2,665.00

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

Kyle Haning

Delivery F 0.8.

By Library Design Associates, Inc.

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

Accepted by/Title/Date



# Proposal & Scope of Work

**Date:** 4/25/2023

**Proposal ID:** SCOT230425001

**TO:** Dennis Trantham

City of Troy  
4695 Rochester Road  
Troy, MI 48065

**FROM:** Mark A Feters

**PROJECT:** Library Power Poles

## Shaw Service and Maintenance Contacts

<b>Mark Feters, Service Manager</b>	Direct (248) 228-2019   Cell (248) 345-9538   <a href="mailto:mfeters@shawsi.com">mfeters@shawsi.com</a>
<b>Dispatch</b>	Direct (248) 228-2028
<b>After Hours Emergency Number</b>	(877) 370-7076
<b>Service Email</b>	<a href="mailto:service@shawsi.com">service@shawsi.com</a>

Included	Excluded		Included	Excluded	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use Tax	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment & Performance Bonds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical Permit Costs & Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Overtime Costs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Division Inspection Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Temperature Controls
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Building Permit Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patching &/or repair of holes in walls or floors

This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.

### SCOPE OF WORK:

Furnish and install (3) Legrand AMDTP-4 power poles  
Furnish and install (1) 120V Circuit to each power pole from nearest 120V source  
Furnish and install (8) new General Use Receptacles  
-Assumed that (4) existing receptacles to remain for use

### EXCLUSIONS & ASSUMPTIONS:

Work is expected to be performed during Monday through Friday during normal working hours excluding holidays  
Quoted as time and material not to exceed  
Pricing per Oakland County contract 5446

<b>Labor</b>	: <a href="#">\$7,711.00</a>
<b>Equipment</b>	: <a href="#">\$ 172.00</a>
<b>Material</b>	: <a href="#">\$2,782.00</a>
<b>Offering Price</b>	: <a href="#">\$10,665.00</a>

Mark A Feters

Shaw Service & Maintenance

### Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.



22100 Telegraph  
Southfield, MI 48033  
Phone: (248) 228-2000  
Fax: (248) 228-2080

CITY OF TROY BULLETIN BREAKDOWN

PROJECT:	CITY OF TROY	SHAW PROJECT #:	SCOT230425001
QUOTE FOR:	COT LIBRARY POWER POLES	SHAW MMS RFC #:	
DATED:	4/25/2023	SHAW REVISION #:	0
DESCRIPTION:	Per written scope	SHAW QUOTE DATE:	4/25/2023
PLANS ISSUED:	n/a		
SPECS. ISSUED:	"		
SKETCHES ISSUED:	"		
QTY ELEC/TECH DWGS ISSUED:	0		
MATERIAL	Miscellaneous Conduit, Flex and wire		\$725
	ADMTP-4 Power Poles	0	\$1,572
		0	
	MI USE TAX @ 6%		\$138
	MARKUP 12%		\$292
	ESCALATION(CONTINGENCY) 2%		\$55
	MATERIAL TOTAL		\$2,782
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS			
0 HOURS @ Straight	\$ 82.00	SERVICE TECHNICIAN	\$0
0 HOURS @ "	\$ 97.00	JOURNEYMAN ELECTRICIAN	\$0
60 HOURS @ "	\$ 119.00	SERVICE ELECTRICIAN	\$7,140
0 HOURS @ Time & 1/2	\$ 105.00		\$0
0 HOURS @ "	\$ 130.00	JOURNEYMAN ELECTRICIAN	\$0
0 HOURS @ "	\$ 151.00	SERVICE ELECTRICIAN	\$0
0 HOURS @ Double	\$ 130.00		\$0
0 HOURS @ "	\$ 164.00	JOURNEYMAN ELECTRICIAN	\$0
0 HOURS @ "	\$ 189.00	SERVICE ELECTRICIAN	\$0
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR			
4.8 HOURS @ Straight	\$ 119.00		\$571
0 HOURS @ "			\$0
0 HOURS @ Time & 1/2			\$0
0 HOURS @ "			\$0
0 HOURS @ Double			\$0
0 HOURS @ "			\$0
	0% INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES		\$0
LABOR TOTAL			\$7,711
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING			
EXCAVATOR/TRENCHING EQUIPMENT			\$0
RIGGING / HOISTING / LULL / FORKLIFT			\$0
PARKING FEES / MILEAGE / FUEL			\$0
MEGGER, PHASE ROTATION METER			\$0
RIGID CUTTING,THEREADING AND BENDING EQUIPMENT			\$0
CORING			\$0
PERMIT			\$0
ENGINEERING / DOCUMENT MAINTENANCE			
2 HOURS	\$ 86.00	SERVICE ENGINEER/FIELD DETAIL/SURVEY	\$172
0 HOURS	\$ 80.00	BIM COORDINATOR/PLOTS/DWGS	\$0
0 HOURS	\$ 65.00	ADMINISTRATIVE ASSISTANT	\$0
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID			
AS PERCENT @ 0.0% OF LABOR ABOVE TOTAL			\$0
or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)			\$0
DIRECT JOB EXPENSES TOTAL			\$172
			\$10,665
	0%		\$0
SUBCONTRACTORS			
			\$0
X			\$0
x			\$0
x			\$0
SUBCONTRACTOR TOTAL			\$0
FEE ON SUBS @ 5%			\$0
PLM BOND / INSURANCE COSTS			\$0
TOTAL PRICE FOR THIS QUOTATION			\$10,665



PROPOSAL

PROPOSAL: 122162

DATE: 04/19/23  
PROJECT #: 15-522PROPOSAL FOR:  
CITY OF TROY  
500 W BIG BEAVER RD  
TROY MI 48084INSTALL AT:  
TROY PUBLIC LIBRARY  
510 W BIG BEAVER RD  
TROY MI 48084

## COST CENTER:

SALESPERSON:  
NIVES KAJTAZOVICCLIENT:  
10436

YOUR P/O:

QUOTE VALID  
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	HOAP-3-NLNL S	Shared Workspaces, Openest, Application and Worksurface, Privacy Desk, Laminate, Left Handed	6,432.18	6,432.18
		(66)	CLASS II (66) GRD D		
		,66-MN	MEDIUM WARM NEUTRAL GRD D		
		(66)	CLASS II (66) GRD D		
		,66-MN	MEDIUM WARM NEUTRAL GRD D		
		,H-KN	GREY ELM GRD B		
		,HP-KN	GREY ELM GRD A		
		,TR-PLS	SMOOTH PLASTER GRD A		
2	2	HOAP-3-NLNR S	Shared Workspaces, Openest, Application and Worksurface, Privacy Desk, Laminate, Right Handed	6,432.18	12,864.36
		(66)	CLASS II (66) GRD D		
		,66-MN	MEDIUM WARM NEUTRAL GRD D		
		(66)	CLASS II (66) GRD D		
		,66-MN	MEDIUM WARM NEUTRAL GRD D		
		,H-KN	GREY ELM GRD B		
		,HP-KN	GREY ELM GRD A		
		,TR-PLS	SMOOTH PLASTER GRD A		





PROPOSAL

PROPOSAL: 122162

DATE: 04/19/23  
PROJECT #: 15-522PROPOSAL FOR:  
CITY OF TROY  
500 W BIG BEAVER RD  
TROY MI 48084INSTALL AT:  
TROY PUBLIC LIBRARY  
510 W BIG BEAVER RD  
TROY MI 48084

## COST CENTER:

SALESPERSON:  
NIVES KAJTAZOVICCLIENT:  
10436

YOUR P/O:

QUOTE VALID  
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
3	3	HOCH-0000	Shared Workspaces, Openest, Coathook, Painted, Oak Disk SMOOTH PLASTER GRD A	96.72	290.16
		, TR-PLS			
4	3	EURT-0072-1 100CB	Bezel Utility Module, Power, 6' Cord, Single Circuit, Circle, Black	36.82	110.46
5	1	DESIGN	4% DESIGN FEE PER MIDEAL CONTRACT	4.42	4.42
6	1	LABOR	LABOR TO RECEIVE, DELIVER AND INSTALL PER MIDEAL SEATING CONTRACT * NORMAL BUSINESS HOURS * NON-UNION LABOR Tag 1: P5023	680.00	680.00

Thank you for the opportunity to quote on your requirements.

Quote valid for 15 days.

DEPOSIT REQUIRED 0.00 SUBTOTAL.....: 20,381.58

ACCEPTED BY \_\_\_\_\_

DATE ACCEPTED \_\_\_\_\_

TOTAL.....: 20,381.58

## TERMS AND CONDITIONS

1. This Proposal is not a binding order unless signed by an authorized representative of the Buyer and accepted by a Manager at INTERIOR SYSTEMS CONTRACT GROUP INC. ("ISCG").
2. If requested by ISCG, the Buyer agrees to provide reasonable financial information necessary to approve credit. ISCG reserves the right to modify the terms of this Proposal, including deposit requirement, based on the information obtained.
3. The Buyer warrants that any financial information provided to ISCG is true and correct.
4. Product purchased on this Proposal is not cancelable or returnable.
5. All imposed tariffs assessed after order placement, and applicable sales and use taxes will be added at the time of invoicing and are the responsibility of the Buyer.
6. The Buyer agrees to ISCG's NET 30 payment terms. Payment in full is required on all delivered product. Payment for incorrect, or damaged product, may be withheld until issue is resolved or product replacement is delivered. Should Buyer be unable to accept delivery when product is available, Buyer agrees to be invoiced and ISCG will warehouse product for 30 days at no charge.
7. In the event of construction delays, or other causes not within ISCG's control, force postponement of the delivery and/or installation beyond 30 days, the products will be stored until installation can take place. The products will be considered accepted by the Buyer for purposes of invoicing and payment. The Buyer agrees to pay any reasonable storage charges incurred.
8. In the case of partial deliveries, the Buyer will accept invoice for all products delivered.
9. Delivery and installation will be made during normal business hours utilizing non-union labor. Buyer agrees to pay any additional charges resulting from overtime work, and/or union labor, performed at the Buyer's request.
10. Interest will be charged at the higher of 18% per annum, or the maximum rate permitted by law, on all past due amounts.
11. Buyer grants ISCG a security interest in the products described in this Proposal until full payment has been received. Buyer agrees to keep product free and clear of all claims and liens until ISCG has been paid in full.
12. ISCG is authorized to file a UCC-1 to further protect its security interest in any unpaid products.
13. Buyer understands and agrees that ISCG is not responsible for a manufacturer's inability to meet their estimated or expected ship dates. There is no offset, or other price reduction, due to a manufacturer delay.
14. Buyer must provide a free and clear job site during the installation. Elevator service and adequate facilities for offloading, staging, moving, and handling of products must also be provided by the Buyer and without charge to ISCG. The Buyer is responsible for securing all necessary building permits.
15. Buyer is responsible for any damage to, or loss of, products after delivery. Until ISCG has been paid in full, Buyer shall maintain a policy of fire, and extended coverage insurance, on the full value of all products with loss payable to ISCG.
16. ISCG assigns all rights derived from the manufacturer's warranties to Buyer to the extent such rights are assignable. There are no other warranties, or extended warranties, provided as part of this Proposal.
17. Any controversy or claim arising out of, or relating to, this Proposal and Terms and/or Conditions, or any breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court.
18. Buyer agrees to pay ISCG's attorney's fee and all other costs incurred in the enforcement of these Terms and Conditions.
19. The use of VISA, MasterCard or American Express for deposits and/or invoice payments, above \$2,000, will be assessed an additional fee equal to 2.0% of the amount charged.
20. The Proposal and Terms and Conditions represent the entire Agreement between Buyer and ISCG and may not be changed without ISCG Management's written authorization.

12/14/18



# TROY LIBRARY FURNITURE - OMNIA # 2020000622

5/30/2023

PREPARED FOR:  
OHM Advisors  
Alexis Mihalyfi

PREPARED BY:  
AMERICAN INTERIORS

Quote valid for 7 days.

*\*During these unprecedented times, American Interiors has been faced with fluctuating freight and price increases from manufacturers. Occasionally, additional surcharges and extended lead times are issued due to shipping constraints, upon receipt of the manufacturer's order acknowledgement. American Interiors reserves the right to adjust pricing based on these unforeseen increases at the time of invoicing.*

LINE #	QTY.	PRODUCT	Sell\$	Ext Sell\$
A-1A				
1	4	HZ570S.2645LL +OE1 Nook,sq-edge,26" d,45" w,high-pressure lam top/thermoplastic edge,center liner & 2 side liners	\$1,343.73	\$5,374.92
		Power Access Cutout CC +center cutout for Logic Mini - Y1414 and Y1412.1		
		Screen Finish DN2 +nightfall		
		Liner Fabric 1HS +hush-Pr Cat 4		
		1HS_Colors 06 +hush rye grass		
		Top Finish LBG +sarum twill		
		Edge Finish LBG +sarum twill		
		Leg Finish MS +metallic silver		
		Base Type C +casters		
2	7	Y1414.L06G +Logic Mini,1 simplex receptacles, 1 pwr USB A/C Combo,6' cord/conduit,grom mount	\$210.22	\$1,471.54
		Finish BK @black		
3	7	Y1412.1 +LogicMini Grommet, Rectangle	\$18.40	\$128.80
		Finish BK +black		
Subtotal				\$6,975.26

A-1B				
4	4	HZ570S.2645LL +OE1 Nook,sq-edge,26" d,45" w,high-pressure lam top/thermoplastic edge,center liner & 2 side liners	\$1,322.45	\$5,289.80
		Power Access Cutout NC +no cutout		
		Screen Finish DN2 +nightfall		
		Liner Fabric 1HS +hush-Pr Cat 4		
		1HS_Colors 06 +hush rye grass		

LINE #	QTY.	PRODUCT		Sell\$	Ext Sell\$
		Top Finish	LBG	+sarum twill	
		Edge Finish	LBG	+sarum twill	
		Leg Finish	MS	+metallic silver	
		Base Type	C	+casters	
				Subtotal	\$5,289.80

## A-2

5	3	NOHES011	@Hue, std ht booth without screen, single fabric	\$6,254.28	\$18,762.84
		Base Finish	R03 @RAL 9006 silver		
		Surface Finish	WRC @white MFMDf top with reverse chamfer edge		
		Fabric	COM @customer's own material-Pr Cat (NaughtOne) 0		
			A73U MAHARAM- BRIO- ATMOSPHERE		
6	24	466386-002	*COM Fabric- Maharam- Brio- Atmosphere	\$91.33	\$2,191.92
				8 yds needed per unit	
				*Fabric to be shipped to Herman Miller	
				Subtotal	\$20,954.76

## A-3

7	2	SA888329	Vary Easy Rectangular Table	\$628.65	\$1,257.30
				Standard Product Reference: DT1DSV.4272LP1TLBGMS20NTG	
				Modified Product Reference: DT1ASV.4260LP	
				Deviation::Shape - Width	
				Shape:**:rectangular (like DT1A)	
				Edge:SV.:squared-edge	
				Depth:42:42" deep	
				Width:60:60" wide	
				Surface Material:L:high-pressure laminate top/thermoplastic edge	
				Leg/Base Type:P:post leg	
				Top/Edge Combination:1T:pre-determined top/edge	
				Top/Edge Finish:LBG:sarum twill	
				Leg/Base Finish:MS:metallic silver	
				Casters/Glides:20:casters	
				Grommets:NTG:no grommet	
				Subtotal	\$1,257.30

## A-4

8	2	DT1BS.4242LP	+Everywhere Square Table, Squared Edge, Lam Top/Thermo Edge, Post Leg 42D 42W	\$437.58	\$875.16
		Top Finish	LBG +sarum twill		
		Edge Finish	LBG +sarum twill		
		Leg Finish	MS +metallic silver		
		Casters/Glides	20 +casters		

LINE #	QTY.	PRODUCT		Sell\$	Ext Sell\$
Subtotal					\$875.16
A-5					
9	2	Y1142.1860R	+OE1 Movable Screen, Flat Edge, 18" h (to reach 46" datum), 60" w, tackable fabric, horiz	\$366.16	\$732.32
		BaseFinish	8Q +folkstone grey		
		Fabric	1HA +medley-Pr Cat 2		
		1HA_Colors	15 +medley blueberry		
Subtotal					\$732.32
A-6					
10	2	Y1142.1842T	+OE1 Movable Screen, Flat Edge, 18" h (to reach 46" datum), 42" w, tackable fabric	\$324.30	\$648.60
		BaseFinish	8Q +folkstone grey		
		Fabric	1HA +medley-Pr Cat 2		
		1HA_Colors	15 +medley blueberry		
Subtotal					\$648.60
X					
11	1	FREIGHT	COM Freight	\$170.00	\$170.00
12	1	INSTALL	NU Receive, Deliver & Install all product listed above, Normal Business Hours (M-F), Clear and Ready Space, Single Phase Format.	\$2,530.00	\$2,530.00
Subtotal					\$2,700.00
Total:					\$39,433.20

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**TERMS AND CONDITIONS**

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**Prices**

Prices quoted are firm for 7 days from date of proposal. Prices quoted may not include applicable sales, use or excise taxes. Such taxes will be added to the invoice at the time of billing.

**Acceptance**

Acceptance of any proposal is only upon receipt by American Interiors of a signed copy of this agreement or purchase order and 50% deposit.

**Delivery and Installation**

All job sites shall be clean, clear, and free of debris prior to installation.

Electric current, heat, light, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for off-loading, staging, moving and handling of merchandise shall be provided.

Delivery and installation will be made during normal working hours. Additional labor costs resulting from overtime work performed at the Customer's request will be passed on to the Customer. Seller is responsible for proper installation of all furniture in accordance with the drawings, plans, and construction/installation schedule Customer has provided to Seller. Seller's ability to erect, assemble, install, permanently attach, or bolt in place movable furniture is dependant upon agreements made by trade unions at the job site. If applicable trade regulations at the time of installation require employing tradesmen to complete the installation, the cost will be paid by the Customer. Delays or damages due to site conditions at the time of delivery are the sole responsibility of the Customer.

Merchandise delivered and brought onto the job site by the Seller or its shipper as scheduled shall be inspected and fully accepted at the time of delivery by the Customer, subject only to any final installation thereof to be performed by the Seller. Failure to report any shortages, damages, or errors in writing, and/or failure to reject non conforming or damaged goods, at the time of delivery will constitute Customer's full acceptance of the merchandise, subject to any damage claims as a result of installation. Customer and Seller will conduct an inspection of the products and the installation thereof. Upon satisfactory completion of the inspection, Customer shall inform Seller. At Customer's request and at no additional charge, Seller will return to the job site at any time within six months after project completion in order to correct any Customer "punch list" items.

Upon delivery of product to Customer's site, or into storage negotiated by Customer, if job site is not ready on mutually agreed upon date, Customer assumes all risk of loss of delivered/stored product and shall not be released from any obligation under this agreement due to product's loss, damage, or disrepair following delivery/storage unless such loss, damage or disrepair results from the actions or inactions of Seller or Seller's employees, agents or contractors. If special packaging, handling, demurrage, or storage at other than Seller's warehouse is required that is not provided in the specifications, any additional charges will be paid by the Customer.

**Cancellation**

It is understood that the Products covered by this Quotation are to be specially ordered by Seller to meet Customer's particular specifications. For this reason, upon order placement and acceptance by the relevant manufacturer, orders cannot be cancelled or returned following order placement.

**Delays**

Prices quoted are based on delivery and invoicing of merchandise as available in whole or in part on or after scheduled delivery date. Should Customer be unable to receive merchandise as agreed, merchandise available for delivery will be invoiced and payment is due in accordance with this agreement.

**Storage and Handling Charges**

Buyer agrees that the premises for the delivery and installation of the Products will be available not later than the end of the applicable Lead Time (defined as the period of time, expressed in weeks, between the date the order is placed and accepted by the relevant manufacturer and the date the manufacturer commits to ship the Products). Provided the Products are not delivered prior to the end of the applicable Lead Time, if the premises for delivery and installation are not available, Seller will endeavor to work within the constraints imposed, and will try to accommodate the Buyer's schedule as best as possible. In the event no reasonable alternative is found, Buyer will provide safe and adequate storage space. If the storage space provided is not conveniently located to the installation site or in some other way necessitates excess handling, Buyer agrees to pay Seller's handling charges. If the products must be stored offsite or at Seller's facility, Buyer agrees to pay Seller's handling charges, storage charges and transportation charges.

If the Product must be moved from or within the site due to the progress of other trades, or other reasons attributable to Buyer, Seller will provide reasonable accommodation. Should the progress of other trades or reasons attributable to Buyer necessitate excessive movement of product by Seller, Buyer agrees to pay Seller's handling charges.

**Deposits and Payment Terms**

A deposit of 50% is required. Terms of sale are: the remaining 50% of the total price shall be paid within 30 days after Customer receives an invoice from Seller (with Seller agreeing not to submit an invoice until after Seller has been invoiced by its supplier). A delinquency charge of 1.50% assessed monthly against any amounts not paid within these terms will be added to such amounts. Payment may only be withheld for merchandise invoiced, but either conditionally accepted by Customer with Seller's written consent or rejected by customer because of damage or non-conformance, until Seller remedies the situation. Payment may not otherwise be withheld. Customer is responsible for Seller's costs, including reasonable actual attorney fees, incurred in the enforcement of payment terms.

**Invoicing**

Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Services not related to purchase of product, unless otherwise negotiated, will be invoiced after the services are substantially completed, as determined by the Seller.



LINE #	QTY.	PRODUCT	Sell\$	Ext Sell\$
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**General Liability**

No liability shall accrue against Seller as a result of any breach of these terms and conditions resulting from any work stoppage, act of God, unauthorized delays by the manufacturer, or other delay beyond Seller's control.

**Freight**

Unless otherwise noted, all applicable freight charges may not be included in the price quotation and will be invoiced as a separate line item.

**Warranties**

Seller makes no warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the furniture is fit for any particular purpose. Seller agrees to act as Customer's agent in event of claims of defective materials or workmanship that may be made within the warranty period stated by the manufacturer, supplier, or fabricator. The Customer shall rely exclusively upon warranties provided by the manufacturer, supplier, or fabricator of all products sold hereunder. If the seller is asked to perform warranty work and it is subsequently determined that the furniture is not covered by any warranty, Customer will be charged for the service at the then current rate.

**Title**

Seller retains title to all goods until Customer has performed all it's obligations under this agreement and the purchase price of the goods and related services has been fully paid to the Seller.

**Miscellaneous**

Terms and conditions as set forth herein may be altered only upon the written approval of both the Customer and the Seller. By acceptance of this Agreement, Customer acknowledges receipt of a duly executed duplicate copy of this Agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Any use or disclosure of this specification without the written authorization of American Interiors, Inc.  
constitutes agreement by you to pay to American Interiors, Inc. a licensure fee of \$2000.00.

**\*\*Sales Tax will be added at time of invoice unless otherwise noted.\*\***

Quote To

City of Troy  
500 W Big Beaver Rd  
Troy, MI, 48084-5254

Ship To

City of Troy  
500 W Big Beaver Rd  
Troy, MI, 48084-5254

Sales Location Troy

PRICING IS DISCOUNTED BY USING SOURCEWELL CONTRACT PRICING CONTRACT#: 121919-STI				
Description		Quantity	Unit Price	Extended Price
1	<b>488WP</b> - Brody; Chair-Lounge, Privacy <b>Lower Surround Finish:</b> Customers Own Material 5999 - MISC FABRIC MAHARAM FABRIC CORPORATION Purchaser: VENDOR Pattern: MESSENGER -458640 Color: SQUALL -063 Direction: HORIZONTAL <b>Foot Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Trim Type:</b> Fabric <b>Trim Finish:</b> Customers Own Material 5999 - MISC FABRIC MAHARAM FABRIC CORPORATION Purchaser: VENDOR Pattern: MESSENGER -458640 Color: SQUALL -063 Direction: HORIZONTAL <b>Seat Finish:</b> Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4 DESIGNTEX INC Purchaser: VENDOR Pattern: ALPHABET -3877 Color: FOG -801 Direction: HORIZONTAL <b>Seat Shell Finish:</b> Plastic - Pg1 6059 - STERLING DARK SOLID <b>Color Scheme:</b> Medium <b>Side Surface Location:</b> User's Left <b>Side Surface Finish:</b> Solid HPL 2883 - SEAGULL	2	3,730.75	7,461.50

TITLE OF PRODUCT TRANSFERS UPON RECEIPT BY CUSTOMER.



**yourNBS.com**

**Remit Payments to:** NBS, 6973 Reliable Parkway, Chicago, IL 60686

Description	Quantity	Unit Price	Extended Price
<p><b>1</b></p> <p><b>Edge Finish:</b> Plastic - PG1 6053 - SEAGULL</p> <p><b>Caddy Finish:</b> Plastic - PG1 6527 - MERLE</p> <p><b>Frame Finish:</b> Textured Paint 7360 - MERLE</p> <p><b>Worksurface:</b> Personal Worksurface</p> <p><b>Personal Wksf Finish:</b> Plastic - Pg1 6249 - PLATINUM SOLID</p> <p><b>Personal Wksf Arm Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC</p> <p><b>Power Outlet Type:</b> With 1 USB, 1 NEMA Outlet</p> <p><b>Power Plug Type:</b> Standard NEMA 5-15 3-Prong</p> <p><b>Power Finish:</b> Plastic - PG1 6527 - MERLE</p> <p><b>Light:</b> With Light</p> <p><b>Light Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC</p> <p><b>Screen Type:</b> Acrylic</p> <p><b>Screen Finish:</b> Plastic - PG1 6559 - SATIN ICE</p> <p><b>Screen Location:</b> Left and Right</p> <p><b>Screen Bracket Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC</p> <p><b>Soil Retardant Option:</b> No Soil Retardant</p> <p>STEELCASE</p> <p><b>Tag For</b> ADULT QUIET AREA</p>			
<p><b>2</b></p> <p><b>488WP</b> - Brody; Chair-Lounge, Privacy</p> <p><b>Lower Surround Finish:</b> Customers Own Material 5999 - MISC FABRIC</p> <p>MAHARAM FABRIC CORPORATION</p> <p>Purchaser: VENDOR</p> <p>Pattern: MESSENGER -458640</p> <p>Color: SQUALL -063</p> <p>Direction: HORIZONTAL</p> <p><b>Foot Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC</p> <p><b>Trim Type:</b> Fabric</p> <p><b>Trim Finish:</b> Customers Own Material 5999 - MISC FABRIC</p> <p>MAHARAM FABRIC CORPORATION</p> <p>Purchaser: VENDOR</p> <p>Pattern: MESSENGER -458640</p> <p>Color: SQUALL -063</p> <p>Direction: HORIZONTAL</p> <p><b>Seat Finish:</b> Graded In Prc. Grp. 4 59DD - GRADED IN PR. GRP. 4</p> <p>DESIGNTEX INC</p> <p>Purchaser: VENDOR</p> <p>Pattern: ALPHABET -3877</p> <p>Color: FOG -801</p>	2	3,730.75	7,461.50

TITLE OF PRODUCT TRANSFERS UPON RECEIPT BY CUSTOMER.

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**yourNBS.com**

**Remit Payments to:** NBS, 6973 Reliable Parkway, Chicago, IL 60686

Description	Quantity	Unit Price	Extended Price
<b>2</b> Direction: HORIZONTAL <b>Seat Shell Finish:</b> Plastic - Pg1 6059 - STERLING DARK SOLID <b>Color Scheme:</b> Medium <b>Side Surface Location:</b> User's Right <b>Side Surface Finish:</b> Solid HPL 2883 - SEAGULL <b>Edge Finish:</b> Plastic - PG1 6053 - SEAGULL <b>Caddy Finish:</b> Plastic - PG1 6527 - MERLE <b>Frame Finish:</b> Textured Paint 7360 - MERLE <b>Worksurface:</b> Personal Worksurface <b>Personal Wksf Finish:</b> Plastic - Pg1 6249 - PLATINUM SOLID <b>Personal Wksf Arm Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Power Outlet Type:</b> With 1 USB, 1 NEMA Outlet <b>Power Plug Type:</b> Standard NEMA 5-15 3-Prong <b>Power Finish:</b> Plastic - PG1 6527 - MERLE <b>Light:</b> With Light <b>Light Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Screen Type:</b> Acrylic <b>Screen Finish:</b> Plastic - PG1 6559 - SATIN ICE <b>Screen Location:</b> Left and Right <b>Screen Bracket Finish:</b> Smooth Metallic 4799 - PLATINUM METALLIC <b>Soil Retardant Option:</b> No Soil Retardant STEELCASE <b>Tag For</b> ADULT QUIET AREA			
<b>3</b> <b>490412U</b> - Move; Chair, Upholstered back, Arms, Glides <b>FRAME:</b> 4799 PLATINUM METALLIC <b>SHELL:</b> 6249 PLATINUM SOLID <b>UPHLLSTRY:</b> 59DE GRADED IN PR. GRP. 5 MOMENTUM TEXTILES Purchaser: VENDOR Pattern: KIT Color: BLAZER -09215556 Direction: VERTICAL <b>GLIDES:</b> *OPT:GLIDES <b>HARD GLD:</b> STD:HARD GLIDES STEELCASE <b>Tag For</b> ADULT QUIET AREA	19	396.00	7,524.00

TITLE OF PRODUCT TRANSFERS UPON RECEIPT BY CUSTOMER.

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Description	Quantity	Unit Price	Extended Price
<div>4</div> <div> <div>LOT - NBS will receive, deliver and install products at site during normal business hours.</div> <div>NBS TROY</div> </div>	1	680.00	680.00

Quotation Totals			
Sub Total			23,127.00
STEELCASE COM FABRIC			437.51
STEELCASE COM FABRIC			437.51
Grand Total			24,002.02
End of Quotation			

TITLE OF PRODUCT TRANSFERS UPON RECEIPT BY CUSTOMER.

ACCEPTED BY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04e

## CITY COUNCIL AGENDA ITEM

Date: June 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Brian Goul, Recreation Director  
Kurt Bovensiep, Public Works Director  
Brian D Varney, Fleet Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Agreement – Ice Resurfacing Machine.

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### History

- On November 14, 2022 City Council approved the construction of an ice-skating amenity (Resolution # 2022-11-163).
- The ice-skating amenity will require an ice resurfacing machine to repair imperfections and maintain a smooth skating surface.
- An ice resurfacing machine operates by shaving the top layer of ice off, washing the remaining ice, and then spreading out an even layer of water that freezes in between skating periods.
- The standard lead time for an ice resurfacing machine is seven to nine months; however, the *Zamboni Company USA, INC.* has offered *The City of Troy* a build slot reserved for customers with new start up ice-skating amenities.
- The ice-skating amenity is projected to be completed in January 2024; therefore, it is recommended to take advantage of the “build slot” being offered by the *Zamboni Company* to ensure we will take possession of the machine before the opening of the ice-skating amenity.

### Purchasing

- The Zamboni model 446 is the selected machine meeting specifications as recommended by the contracted advisor of the skating amenity and OHM Advisors.
- The Ice Resurfacing Machine and accessories will be purchased based on the Sourcewell Cooperative Purchasing Contract #120320-FZC pricing for an estimated total amount of \$107,882.55.
- City Council authorized participation in the Cooperative Purchasing Program on November 14, 2022 (Resolution #2022-11-157).

### Financial

- Funds for this project are in budget and available in the Public Works Fleet Division Capital Fund for the 2024 Fiscal Year.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

- Funds for this 2024 fiscal year project will be encumbered in the 2023 fiscal year; however, the equipment will not be acquired or expensed until the 2024 fiscal year.

### **Financial (continued)**

- Expenditures will be charged to account number 661.549.565.7981.

	<b><u>Unit Cost</u></b>	<b><u>Estimated Total</u></b>
Zamboni 446 Ice Resurfacing Machine	\$107,882.55	\$107,882.55

### **Recommendation**

City Management requests authorization to encumber 2024 fiscal year funds and to purchase a Zamboni Ice Resurfacing Machine from *Zamboni Company USA, INC. of Paramount, CA* for the future ice-skating amenity as detailed in the attached quote and as per the Sourcewell Cooperative Purchasing Contract #120320-FZC, for an estimated total cost of \$107,882.55; not to exceed budgetary limitations.



Zamboni Ice Resurfacing Machine – Not actual photo

## ZAMBONI COMPANY USA, INC.

15714 Colorado Ave. Paramount, CA 90723 USA ☎ +1 562 633 0751 📠 +1 562 633 9365 [zamboni.com](http://zamboni.com)

May 31, 2023

Brian Varney  
Fleet Operations Manager  
City of Troy  
4693 Rochester Rd.  
Troy, MI 48085



# PROPOSAL

**“The principal product you have to sell is the ice itself.”**

– Frank J. Zamboni

**Maintaining an ice surface presents a multitude of challenges.** Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

### MODEL 446:

Brantford, Ontario, Canada powerful high-output compact engine affords a new level of fuel efficiency with significant savings and a cleaner arena environment. The 2.4 L engine can be configured for gasoline, propane or CNG fuel. On-dash diagnostics with programmed maintenance notifications provide engine performance data on the go. Our hydrostatic transmission and efficient accessory pump deliver full power to the augers, even while the machine slows for corners. A compact wheelbase enhances maneuverability and allows a tighter turning radius. The 400 Series defines ease of operation and is wellregarded for its strong work ethic.

### INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing machines facilitates savings of time and valuable resources.

### QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel

# ZAMBONI®

drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

**VALUE:**

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

**MACHINE SPECIFICATIONS:**

Machine specifications are available online.

**MANUFACTURER'S STATEMENT:**

This machine is proudly designed and manufactured in Brantford, Ontario by Zamboni Company Ltd., a Canadian company.

**WARRANTY:**

Twenty-Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

**SAFETY STANDARDS:**

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at [www.zamboni.com](http://www.zamboni.com) to view and download at any time.

**FOR ADDITIONAL INFORMATION:**

[zamboni.com/machines/model-446](http://zamboni.com/machines/model-446)

[zamboni.com/options](http://zamboni.com/options)

<b>Zamboni 446</b>	<b>\$</b>	<b>93,900.00</b>
Gas Carburetion, 3-Way Catalytic Converter, Aluminum Wheels, Fuel Management System, Poly Ice Making Water Tank, Conditioner Poly Side Plate, Parking Brake, Light Package, LPG Low Fuel Light, Spare Tire & Wheel Assembly, (2) 77" Blades		
<b>ADDITIONAL EQUIPMENT:</b>		
Board Brush	\$	5,960.00
Blade Changing Assistant	\$	2,900.00
Wash Water System	\$	5,025.00
Heated Seat	\$	1,630.00
Subtotal	\$	109,415.00
Less Sourcewell Discount	\$	(-3,282.45)
Transportation	\$	1,750.00
<b>Total</b>		<b>107,882.55</b>

**F.O.B:**

Brantford, Ontario, Canada

**TERMS:**

Net 30 Days.

Shipment Fall 2023 or sooner.

Pricing does not include any applicable sales tax.

**THANK YOU:**



**Doug Peters,**  
Regional Sales Manager

May 31, 2023.

**Date**

**Zamboni Company Ltd.**

15714 Colorado Ave, Paramount California 90723 USA

Phone: +1 562 633 0751      Fax: +1 562 633 9365



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-04f

## CITY COUNCIL AGENDA ITEM

Date: June 12, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Kurt Bovensiepe, Public Works Director  
Brian D. Varney, Fleet Operations Manager  
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: MiDeal Cooperative Purchasing Agreement – Sign Truck Service Body and Related Equipment

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### History

- On February 28, 2022 City Council approved the purchase of cab chassis vehicles with the knowledge that the service bodies would be installed in the 2023 fiscal year. (Resolution #022-02-037-J-4e).
- The incomplete cab chassis vehicles that were ordered in the 2022 fiscal year have arrived and will require purchase and installation of service bodies and related equipment to prepare them for service.
- Streets Division uses this vehicle to repair and install signs, posts and perform sign related responsibilities.
- The current Sign Truck is twenty-two (22) years old and has exceeded life expectancy.
- The equipment on the current Sign Truck is obsolete and does not meet current operational needs.
- Project includes service body, related equipment with installation and training.
- One (1) vehicle will be removed from service and sold at auction with estimated proceeds of \$10,000.

### Purchasing

- *Versalift Midwest LLC of Shelby Twp, MI* is the low total bidder in the State of Michigan MiDEAL Cooperative Bid. The MiDEAL Contract ID #071-B7700166 pricing is valid thru June 30, 2024 on selected Sign Truck Service Body and Related Equipment.
- City Council authorized participation in the Cooperative Purchasing Programs on November 14, 2022 (Resolution#2022-11-157)
- On February 10, 2014 City Council authorized departments to utilize sites such as GovDeals.com to dispose of city owned surplus items (Resolution# 2014-02-017-J-4a). Therefore, note that the City will utilize and market the one (1) obsolete vehicle on GovDeals.com site for optimal trade-in value and transparency.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Financial

- Funds are in budget and available in the Public Works Fleet Division Capital Fund under Project Number 2023C0109 for the 2023 Fiscal Year. Expenditures will be charged to account number 661.549.565.7981.
- Total available budget in Project Number 2023C0109 is \$100,000.00. Estimated total cost for this project is \$153,569.00. Additional funds are available in the Fleet Capital Fund to cover the shortfall of \$53,569.00 in the unused portion of Project Number 2023C0108.

	<u>Unit Cost</u>	<u>Estimated Total</u>
(1) Sign Truck Service Body and Related Equipment	\$153,569.00	\$153,569.00

### Recommendation

City Management requests authorization to purchase one (1) Sign Truck Service Body and Related Equipment including installation on one (1) City owned truck chassis from *Versalift Midwest LLC of Shelby Twp, MI*. for the Department of Public Works as detailed in the attached quote and as per the MiDeal cooperative purchasing Contract ID #071-B7700166 for an estimated total cost of \$153,569.00; not to exceed budgetary limitations.



Incomplete Chassis Vehicle (Not Actual Vehicle Example Only)





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM



Service body installed (Not Actual Vehicle Example Only)



VERSALIFT MIDWEST, LLC  
51761 Danview Technology Ct.  
Shelby Twp, MI 48315  
Ph: (586) 991-0054  
Fx: (586) 991-0074

Q U O T A T I O N  
=====

Quote No. J35354

STATE REG NO: F151568

DEALER LICENSE NUMBER: B6542

Page 1

Customer: 1215  
CITY OF TROY  
DEPT. OF PUBLIC WORKS  
4693 ROCHESTER ROAD  
TROY, MI 48098

05/30/23: Quote Date  
06/29/23: Expire Date  
N30: Terms  
: Delivery

Contact: BRIAN VARNEY

Phone: 248-524-3392

Fax: 248-524-3520

MI-DEAL CONTRACT #071B7700166

FURNISH AND INSTALL:

- 1) VST-40N NON INSULATED 40' TELESCOPIC AERIAL PLATFORM LIFT
  - 24"X 48" X 42" PLATFORM W/ WALK IN DOOR RIGHT HAND HINGE
  - PLATFORM CAPACITY OF 600 LBS
  - UNITROL SINGLE LEVER FULL PRESSURE CONTROLS, INCLUDING SAFETY TRIGGER,
  - EMERGENCY STOP/DUMP VALVE AND TOOL SELECTOR
  - 180 DEGREE HYDRAULIC PLATFORM ROTATOR
  - FULL PRESSURE TURRET MOUNTED LOWER CONTROLS WITH OVERRIDE
  - ENGINE START/STOP FROM PLATFORM AND LOWER CONTROLS
  - CONTINUOUS ROTATION INCLUDING ONE PASS SLIP RINGS FOR START/STOP SYSTEM
  - SIX GPM OPEN CENTER HYDRAULIC SYSTEM AT 2250 PSI
  - NON-LUBE BEARINGS USED THROUGHOUT
  - ONE SET OF HYDRUALIC TOOL OUTLETS AT PLATFORM WITH QUICK DISCONNECT FITTINGS
  - INTEGRAL HYDRAULIC OIL RESERVOIR W/DUAL SIGHT GAUGES
  - MASTER/SLAVE HYDRAULIC LEVELING W/UPPER CONTROL TO TILT FOR CLEANOUT&RESCUE
  - UPPER BOOM STORAGE CRADLE W/RATCHET TYPE TIE DOWN STRAP & TUBULAR RUBBER PLATFORM SUPPORT
  - HYDRAULIC ARTICULATING AND EXTENDING JIB POLE & WINCH PKG 1,000LB
  - A-FRAME AND H-FRAME OUTRIGGERS WITH INDEPENDANT CONTROLS AT REAR
  - OUTRIGGER/BOOM INTERLOCK SYSTEM
  - WHITE URETHANE PAINT
  - ANSI A92.2-1990 DATE PLATE
  - TWO OPERATOR/SERVICE MANUALS
  - ONE XL FULL BODY HARNESS AND LANYARD
  - TWO SPEED THROTTLE CONTROL
  - 12V EMERGENCY POWER

- 1) Dakota Bodies, LLC. Flatbed:
  - 150" Long x 96" wide flatbed with 12 gauge hot rolled treadplate floor with
  - 6" structural channel crossmembers on 12 inch centers installed over long sills.
  - 6" structural channel long sills.
  - Curb Side Access 24" Wide: Located at front of flatbed

\*\*\* CONTINUED NEXT PAGE \*\*\*



VERSALIFT MIDWEST, LLC  
51761 Danview Technology Ct.  
Shelby Twp, MI 48315  
Ph: (586) 991-0054  
Fx: (586) 991-0074

Q U O T A T I O N  
=====

Quote No. J35354

STATE REG NO: F151568

DEALER LICENSE NUMBER: B6542

Page 2

Customer: 1215  
CITY OF TROY  
DEPT. OF PUBLIC WORKS  
4693 ROCHESTER ROAD  
TROY, MI 48098

05/30/23: Quote Date  
06/29/23: Expire Date  
N30: Terms  
: Delivery

Contact: BRIAN VARNEY

Phone: 248-524-3392

Fax: 248-524-3520

-Gripstrut access steps to bed area with  
-12 gauge galvanneal risers and side kickplates.  
-Two (2) Bolt-on pool type grabhandle for installation at side access  
-One (1) cable type access step under the side access - (Ship loose)  
-To have a 1/4" x 4" flat added to bottom of step for mounting cable step  
Rear Lighting:  
-7 Lamp Located in the Light Bar Rear Lighting in Tailshelf; (Installed)  
-Two (2) Stop/Tail/Turn Lights - Peterson Brand M826R-7 L.E.D (PN# 30660)  
-Two (2) Clear Back Up Lights - Peterson Brand M826C-7 L.E.D (PN# 30703)  
-Two (2) Front Clearance Lights Reflector Style- Peterson brand M173A L.E.D  
(PN# 30678)  
-Wired to Rear Clearance Light Circuit  
-Two (2) Side Clearance Lights Reflector Style- Peterson brand M173R L.E.D  
(PN# 30679)  
-Two (2) Rear Clearance Lights Reflector Style - Peterson brand M173R L.E.D  
(PN# 30912)  
-Three (3) Light Center Cluster Reflector Style - Peterson brand M173R L.E.D  
(PN# 30679)  
-7-Lamp Light Wiring Harness (PN# 30366)  
-Streetside Top Mounted Basket: Bolt-on/Installed on Uni-strut  
-150" Long x 12" High x 12" Wide 14 gauge galvanneal basket with sides and  
bottom punched for drainage  
-One (1) Single Panel Drop Down Rear Access Door  
-Stainless Steel slam Latch  
-Painted Same as Body  
Streetside Underbody Box: Bolt-on/Installed  
-48" Long x 24" High x 18" Wide 16 gauge galvanneal box with  
-12 gauge hot rolled treadplate top  
-One 18 gauge double panel drop down side access door.  
-Chain stops on all doors  
-Stainless Steel automotive rotary type door latches.  
-Stud mounted latches have hidden fasteners inside the door.  
-Striker installed in door frame for maximum opening.  
-Stud mounted automotive style latches have interior plastic latch covers.  
-Automotive bulb type weatherstripping mechanically fastened to door frame  
with rounded corners  
-Painted Same as Body  
Curbside Top Mounted Box: Bolt-on/Installed

\*\*\* CONTINUED NEXT PAGE \*\*\*



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Fax: 248-524-3520

- 42" Long x 20" High x 20" Wide 16 gauge galvaneal box with
- 12 gauge hot rolled treadplate top
- Drawer Cabinet with One (1) Fixed Shelf Installed Above
- T-Handle Dual Latching Drawers Mounted on 250 lb. Roller Bearing Slides
- Drawers will Latch Closed on RH and LH Side of Drawer
- Drawers will have Divider Slots on 2" Centers
- Two (2) Drawers 3'' High x 32'' Wide x 15'' Deep
- Five (5) Adjustable dividers per Drawer
- One 18 gauge double panel drop down side access door.
- Chain stops on all doors
- Stainless Steel automotive rotary type door latches.
- Stud mounted latches have hidden fasteners inside the door.
- Striker installed in door frame for maximum opening.
- Stud mounted automotive style latches have interior plastic latch covers.
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners
- Painted Same as Body
- Curbside Top Mounted Box: Bolt-on/Installed
- 42" Long x 20" High x 20" Wide 16 gauge galvaneal box with
- 12 gauge hot rolled treadplate top
- Drawer Cabinet with One (1) Fixed Shelf Installed Above
- T-Handle Dual Latching Drawers Mounted on 250 lb. Roller Bearing Slides
- Drawers will Latch Closed on RH and LH Side of Drawer
- Drawers will have Divider Slots on 2" Centers
- Two (2) Drawers 3'' High x 32'' Wide x 15'' Deep
- Five (5) Adjustable dividers per Drawer
- One 18 gauge double panel drop down side access door.
- Chain stops on all doors
- Stainless Steel automotive rotary type door latches.
- Stud mounted latches have hidden fasteners inside the door.
- Striker installed in door frame for maximum opening.
- Stud mounted automotive style latches have interior plastic latch covers.
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners
- Painted Same as Body
- Curbside Underbody Box: Bolt-on/Installed
- 36" Long x 24" High x 18" Wide 16 gauge galvaneal box with
- 12 gauge hot rolled treadplate top

\*\*\* CONTINUED NEXT PAGE \*\*\*



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Contact: BRIAN VARNEY

Phone: 248-524-3392

Fax: 248-524-3520

- One 18 gauge double panel drop down side access door.
- Chain stops on all doors
- Stainless Steel automotive rotary type door latches.
- Stud mounted latches have hidden fasteners inside the door.
- Striker installed in door frame for maximum opening.
- Stud mounted automotive style latches have interior plastic latch covers.
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners
- Painted Same as Body
- Sign Box: Bolt-on/Installed
- 20" Long x 42" High x 42" Deep 16 gauge galvalume box with
- 12 gauge hot rolled treadplate top
- Box designed to hold 36" x 36" Signs
- Poly sign dividers installed at top and bottom with 1" spacing for signs
- One 18 gauge double panel Vertically Hinged Rear access door.
- Chain stops on all doors
- Stainless Steel automotive rotary type door latches.
- Stud mounted latches have hidden fasteners inside the door.
- Striker installed in door frame for maximum opening.
- Stud mounted automotive style latches have interior plastic latch covers.
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners
- Painted Same as Body
- Paint:
- Painted orange
- Rubberized protective undercoat

- 1) BOSSAIR 185 SCAR BCAN
  - PTO, F20-F1312-RS51XPX
  - DRIVELINE KIT 2.5" 1-PC
  - DEF RELOCATION FORD
  - 50 HOUR SERVICE KIT
  - AIR REEL ON MAIN BOOM FOR BUCKET
  - AIR CHUCK ON CURB SIDE REAR CORNER

- 1) BEMIS MODEL PPF-195 TRUCK MOUNTED POST PULLER

\*\*\* CONTINUED NEXT PAGE \*\*\*



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-20,000 LB PULL RATING

1) STROBE PACKAGE

- (2) LED FRONT AMBER GRILL MOUNT STROBES
- (2) LED REAR AMBER SURFACE MOUNT STROBES
- (4) LED SIDE MOUNT AMBER STROBES (2) ON EACH SIDE FRONT AND REAR
- (1) LED AMBER MINI LIGHT BAR

TOTAL ABOVE ..... \$ 153,569.00

THANK YOU,  
CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER \_\_\_\_\_ DATE \_\_\_\_\_ TRUCK INFO: \_\_\_\_\_

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY &  
THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-05

## CITY COUNCIL AGENDA ITEM

Date: May 23, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Robert Maleszyk, Chief Financial Officer  
Dee Ann Irby, Controller  
Emily Frontera, Purchasing Manager  
Renée Hazen, City Treasurer

Subject: Contract Extension - Banking Services

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### History

- On January 28, 2013, City Council approved a five-year contract with *Comerica Bank of Detroit, MI* for banking services, with an option to renew for an additional five years; contract expiring June 30, 2023 (Resolution # 2013-01-021).
- The City of Troy currently enjoys a good business relationship with Comerica Bank to maintain high levels of service in a cost-effective manner, including lockbox services for high-volume tax and water receipt processing, Positive Pay Service for outgoing checks, ACH direct deposit for vendor, payroll, Water & Sewer auto-pay and Recreation fitness membership processing.
- Additional services include Procurement Card Services (PCard), and the upcoming implementation of check scanning services to further optimize interest earnings and cut costs, by electronically depositing all check receipts.
- Based on the City's bank balance for operations, the City has received enough earnings credits to cover 97% of all banking fees since Comerica's contract inception in 2013.
- The City recently opened a J Fund Investment Account with Comerica that automatically transfers our checking account balance to this account on a daily basis. This safeguards the City's bank balance, which significantly exceeds the FDIC-insured amount of \$250,000. Currently, the interest earnings from this Comerica investment account will offset the City's estimated annual banking fees of \$95,000.
- Changing banking services would divert staff time to a very complex task of discontinuing current services and procedures, establishing new services at a new banking institution, implementing new software, and educating all users. Furthermore, not only would payment collection products be affected, but also the products used for internal purposes such as payroll, accounts receivable, accounts payable, investing, etc. A change of this magnitude would severely impact the Finance and Treasury Departments.

### Purchasing

The City of Troy on September 21, 2012, issued a Request for Qualifications/Proposal for Banking Services. An extensive review and evaluation of submitted proposals was conducted which resulted in a best value award to the highest ranked firm, Comerica Bank.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Comerica has shown an interest in renewing the contract and is offering a three (3) year extension with across-the-board line-item pricing that is 35% below standard pricing, which results in an overall increase of three to four percent over the previous contract. In light of current inflation, staff feels that the proposed pricing is reasonable.

### **Financial**

Currently, costs for banking services are offset against interest earnings of bank balances.

### **Recommendation**

City Management, in the best interest of the City, recommends approval of the three-year extension with *Comerica Bank of Detroit, MI*, for banking services, under the same terms and conditions of the existing contract, except at revised pricing schedule, as proposed; contract expiring June 30, 2026.

### **Legal Review**

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

May 8, 2023

Robert Maleszyk, CPA  
Chief Financial Officer  
City of Troy  
500 West Big Beaver  
Troy, MI 48084

RE: Banking & Treasury Management Services Relationship Pricing

Dear Robert,

On behalf of Comerica Bank, we are pleased to extend our existing contract with an agreed upon relationship pricing increase for banking and treasury management services to the City of Troy (City) effective July 1, 2023. The agreement is for an initial three (3) year period with an expiration date of June 30, 2026. Following the initial three-year commitment, this agreement will allow renewal upon mutual consent between the City and Comerica Bank.

While the terms of our services are governed by Comerica Bank's Treasury Management Service Agreement, the related Service Agreements specific to the products utilized and Comerica's Business and Personal Deposit Account Contract. Attached is the updated relationship pricing proforma for the City of Troy's products and services.

It is our pleasure to continue our partnership with the City of Troy, which spans for many years. We appreciate your business, and we look forward to being of service to the City for many more years to come.

Respectfully Submitted and Agreed:



Jeff Hartz  
VP & Relationship Manager  
Municipalities Group  
Office (313) 222-6379  
[jdhartz@comerica.com](mailto:jdhartz@comerica.com)



Lorraine A. Jackman  
Senior Vice President  
Municipalities Group Manager  
Office (313) 222-5200  
[ljackman@comerica.com](mailto:ljackman@comerica.com)

Robert Maleszyk, CPA  
Chief Financial Officer  
City of Troy  
Office (248) 341-2101  
[robert.maleszyk@troymi.gov](mailto:robert.maleszyk@troymi.gov)

Comerica Bank

**ACCOUNT RECONCILEMENT PLAN (ARP)**

ARP DATA ENTRY VIA WEB	.45500000
ARP CHECKS - FULL	.05850000
ARP FILE OUTPUT-TRANSMISSION	16.2500
ARP MAINTENANCE-FULL IMG POS PAY	68.2500
ACCOUNT RECONCILEMENT ALERTS	5.46

**AUTOMATED CLEARING HOUSE (ACH)**

ACH ITEMS ORIGINATED	.08125000
ACH ITEMS ORIGINATED	.10237500
ACH POSITIVE PAY ITEM	.04030000
ACH POSITIVE PAY MONTHLY MAINT	20.8000
ACH FILE	9.7500
ACH SUSPENDED FILE/BATCH	4.5500
ACH CONFIRMATION / EXCEPTION ALERTS	5.46
ACH RETURNED ITEM	3.4125
ACH MONTHLY MAINTENANCE	24.0500
ACH NOTIFICATION OF CHANGE	3.4125
ACH ORIGINATED-PER ADDENDA RECORD	.03250000
ACH UNAUTHORIZED RETURNS	5.8500
ACH ITEMS ORIGINATED SAME DAY	1.0270
ACH DATA CHANGED PER NOC	6.8250
ACH REVERSAL - MANUAL ENTRIES	24.0500
ACH AND CHECK POSITIVE PAY ALERTS	5.46

**BUSINESS DEPOSIT CAPTURE**

REMOTE DEPOSIT MAINTENANCE	40.9500
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**BUSINESS SWEEP**

SWEEP MAINTENANCE INVESTMENT	113.7500
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**CHECKING**

CREDIT	.9750
DEBIT	.16250000
ACCOUNT BALANCE FEE (PER THOUSAND)	.0813
ACCOUNT MAINTENANCE	18.8500
CASH PROCESSING - BRANCH	.01625000
ELECTRONIC CREDIT	.16250000
ELECTRONIC DEBIT	.16250000
ITEMS DEPOSITED	.13000000

**ELECTRONIC DATA INTERCHANGE (EDI)**

EDI INFO RPTG RECEIVER MONTHLY FEE	22.7500
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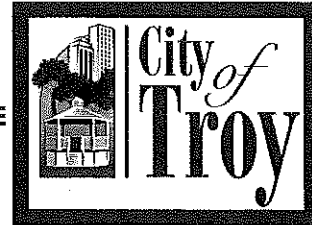
**IMAGE SERVICES**

IMAGE PAID ITEM MAINT	10.4000
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**LOCKBOX PLUS COUPON**

RLBX MONTHLY MAINTENANCE	204.7500
RLBX PO BOX RENTAL	.6500
RLBX DATA TRANSMISSION	126.7500
RLBX SINGLE PAYMENT/COUPON	.2405
RLBX MULTIPLE PAYMENTS/COUPONS	.11700000
RLBX CHECK ONLY PAYMENT	.13650000
RLBX UNPROCESSED ITEM	.32500000

RLBX CORRESPONENCE HANDLING	.24700000
RLBX RECEIVED ACCOUNTABLE MAIL	.85800000
RLBX CHECK AND LIST ITEM	.54600000
RLBX SEVEN YEAR IMAGE STORAGE ITEM	.03412500
RLBX ONLINE EXCEPTION MAINTENANCE	85.8000
RLBX ONLINE EXCEPTION ITEM	.24050000
RLBX PACKAGE PREPARATION	2.0475
RLBX CAPTURE ADDITIONAL ITEM IMAGES	.06825000
RLBX POSTAGE	.00780000
RLBX ELECTRONIC LOCKBOX MAINTENANCE	51.3500
RLBX ELECTRONIC LOCKBOX ITEM	.09750000
LBX(PLUS)-ITEM DEPOSITED	.08872500
<b>POSITIVE PAY</b>	
POSITIVE PAY FILE TRANSMISSION	16.2500
<b>RETURNED ITEMS</b>	
RETURNED ITEM RE-PRESENTED	4.5500
RETURNED ITEMS	8.4500
<b>TREASURY INFORMATION REPORTING</b>	
TIR RETURNED ITEMS	14.9500
TIR STATEMENTS	5.5250
TIR PRIOR DAY ACCOUNT	37.7000
TIR PRIOR DAY ITEM	.08190000
TIR CURRENT DAY ACCOUNT	30.5500
TIR CURRENT DAY ITEM	.0553
TIR SPECIAL REPORTS	11.3750
TIR ACH ACTIVITY SUMMARY REPORT	11.3750
<b>TREASURY PAYMENTS</b>	
TPA ACH SERVICE	27.3000
TPA ACH ITEM	.11050000
TPA ACCOUNT TRANSFER	2.7300
TPA CHECK MANAGEMENT SERVICE	10.4000
TPA CHECK SERVICES IMAGE REQUEST	1.0400
TPA STOP PAYMENT ITEM - 2 YEARS	27.3000
TPA WIRE/ACCOUNT TRANSFER SERVICE	20.80
<b>WIRE TRANSFER</b>	
DOMESTIC INCOMING WIRE	9.1000
DOMESTIC WIRE MAIL ADVICE	5.2000
WIRE TRANSFER EMAIL ADVICE	1.4625



**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN  
RESOLUTION**

At a Regular meeting of the Troy City Council held on Monday, January 28, 2013, the following Resolution was passed:

**I-6 Standard Purchasing Resolution 8: Best Value Award – Banking Services  
(Introduction by: Tom Darling, Director of Financial Services)**

Resolution #2013-01-021

Moved by McGinnis

Seconded by Fleming

RESOLVED, That Troy City Council hereby **AWARDS** a five-year contract to provide Banking Services with an option to renew for five (5) additional years to Comerica Bank of Detroit, MI, the financial institution with the highest score as a result of a best value process from the formal solicitation identified as RFP-COT 12-15, which the Troy City Council determines to be in the public interest at an estimated annual cost of \$81,028.83, to be offset in part or in full by compensating balances.

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

BE IT FINALLY RESOLVED, That if during the term of the contract additional services such as Merchant and Procurement Card Services are necessary to improve overall efficiencies, City staff is **AUTHORIZED** to negotiate and implement those services as needed.

Yes: All-7

No: None

**MOTION CARRIED**

I, M. Aileen Bittner, duly appointed City Clerk of the City of Troy; do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Troy City Council at a Regular Meeting duly called and held on Monday, the Twenty-eighth day of January, 2013.

M. Aileen Bittner, CMC  
City Clerk



AGREEMENT FOR BANKING SERVICES

This Agreement, made and entered into this 28<sup>th</sup> day of January, 2013 by and between CITY OF TROY, a Michigan Municipal Corporation, 500 W. Big Beaver Road, Troy, Michigan 48084, organized and existing under the laws of the State of Michigan, hereinafter referred to as "the CITY", and COMERICA BANK, a State chartered banking institution, whose main address is 411 W. Lafayette Detroit, Michigan 48226 hereinafter referred to as "the BANK".

WITNESSETH

WHEREAS the CITY is desirous of entering into a contractual agreement with a financial institution to provide the CITY banking services.

NOW, THEREFORE, in consideration of the premises and of the covenants and promises herein contained, the parties hereto agree as follows:

1. Term of Agreement. This Agreement between the CITY and the BANK will commence on July 1, 2013 and will terminate on June 30, 2018 unless terminated prior to such date as provided hereunder. This Agreement as detailed in Section 2 for banking services is to be performed for the CITY on a contractual basis for a period of five (5) years, with an option to renew for five (5) additional years. The CITY reserves the right to terminate this Agreement for any reason and without incurring any penalty costs from the BANK by giving (60) days advance written notice. The BANK may terminate this Agreement only upon giving one hundred twenty (120) days written notice to the City.
2. Scope of Services and Payment. During the term of this Agreement, the BANK shall provide banking services as set out in the CITY'S Request for Qualifications & Proposal RFQ/RFP-COT 12-15 -Banking Services (Exhibit A) and the BANK'S Response to Request for Proposal dated October 24, 2012 (Exhibit B) in which the BANK agrees to provide the services specified, with the personnel specified in those documents and at the costs specified in the BANK'S proposal to the CITY. Exhibit A and Exhibit B are incorporated by reference herein and made a part hereof as though fully set forth herein. In the event of a conflict between the two documents, the one in the City's best interest shall govern. The BANK hereby acknowledges submitting said Response to Request for Proposal and Addenda (Exhibit B) in response to the CITY'S Request for Proposals for banking services to the CITY. Payments due to the BANK from the CITY and due dates shall be as set forth in the BANK'S Response to Request for Proposal. The BANK shall furnish all labor, materials, and equipment necessary and perform all of the work in strict

accordance with the scope of work as set forth in its Response to Proposal and Addenda and this Agreement.

3. Confidentiality of Records. Data, files and records of the CITY are of a confidential nature. Any and all information delivered or disclosed to the BANK as a result of or related to this Agreement shall be received and treated by the BANK on a confidential and restricted basis. The BANK shall maintain positive policies and procedures for safeguarding the confidentiality of such information. The BANK may be liable civilly or criminally under privacy legislation for unauthorized release of such information. The BANK shall maintain confidentiality of all documents and information provided to the BANK by the CITY, except as to disclosure required by State or Federal laws and regulations.
4. Electronic Interface. In a manner acceptable to the CITY and using security standards agreed to by the CITY for electronic data transmissions, the BANK will send the required automated electronic interfaces by approved financial industry standard formats.
5. Additional Banking Services Not Provide For Under Agreement. The BANK agrees to make its best effort to provide any additional banking services not covered by this Agreement which may be requested by the CITY, at such cost and under such terms as may be agreed upon by the parties and such additional services shall then be subject to all the terms and conditions of this Agreement as fully as if herein set forth.
6. Establishment of Procedures. Representatives of the parties are hereby authorized to and shall meet within ten (10) days of the date of the last signature on this Agreement to discuss implementation of the Agreement and to establish procedures for operation and performance of this Agreement. Such procedures for operation shall become effective upon acceptance by the City's Treasurer and an authorized Bank Officer. Said procedures for operation shall be subject to change upon mutual agreement and consent of the parties, which agreement and consent shall not be unreasonable, withheld or denied.
7. Bank's Responsibilities. The CITY agrees the BANK'S responsibility to the CITY under this Agreement shall be limited to the exercise of reasonable care under the circumstances. The BANK shall be deemed to have exercised reasonable care if BANK performs this Agreement in substantial compliance with this Agreement for banking services; and CITY agrees that occasional unintentional deviations by BANK from that Agreement shall not be deemed a failure to exercise reasonable care with respect to the transactions in which the deviations occur. However, notwithstanding the above, the BANK agrees to reimburse and save harmless the CITY for earning or investment loss resulting from unintentional deviation, with

such loss to be reimbursed at a mutually agreed method and calculation of payment, as provided under paragraph 9 hereof.

8. Failure to Act or Force Majeure. The Bank shall not be responsible to perform this Agreement if such failure results from any of the following: any act or failure to act by CITY, a power failure, strikes or lockouts, fire or other casualty, riot or civil commotions, wind storm or other acts of God, delay in transportation, government regulations or interference; of any event beyond the control of the BANK. With regard to earning or Investment loss which may be suffered by the CITY as a result of the BANK'S failure to perform this Agreement for those causes herein listed above, the BANK agrees to reimburse and save harmless the CITY for any such loss, with such loss to be reimbursed at a mutually agreed upon method of calculation of payment, as provided paragraph 9 hereof.
9. Loss by City. With regard to any financial loss which may be suffered by the CITY as a result of or due to intentional or grossly negligent acts of commission or omission by the BANK or its employees, BANK hereby expressly agrees to reimburse and save harmless the CITY for any such loss, damages, costs, and expenses. Further, all other losses suffered by CITY due to inadvertent or other BANK error would be reimbursed to the CITY; reimbursement of associated lost interest earnings shall be as specified in writing by the parties hereto.
10. Insurance/Compliance with Laws. BANK shall carry general liability insurance, automobile insurance, workers compensation, and be bonded for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the CITY. CITY shall be named as an additional insured on the general liability policy using the following wording: "City of Troy, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the CITY, boards, commissions and/or authorities, or board members, employees, and volunteers additional insured" on ISO form B or broader. CITY shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the BANK immediately provides proof of renewal of continuous coverage to the CITY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the CITY. Proof of insurance meeting these requirements shall be provided to the CITY before execution of this contract.

The BANK is responsible for any deductibles to any of the policies. The BANK shall furnish a complete copy of the acceptable Certificates of Insurance at the CITY'S request. If any of the policies expire during the term of the Agreement, the BANK shall deliver renewal certificates and/or policies to CITY at least ten (10) days prior to the expiration date.

The BANK shall at all time carry insurance required under any Federal or State law. Any violation of any Federal or State law requirements shall be


considered a material breach of this contract and the contract shall become null and void.

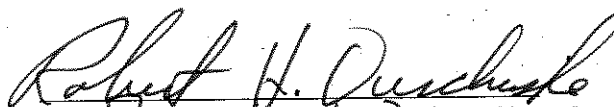
11. Indemnification and Hold Harmless. To the fullest extent permitted by law, the BANK agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by the BANK as outlined in this Agreement or as relating to or resulting from those activities.
12. Assignment of Agreement/Independent Contractor. The BANK shall have no authority or power to assign, sublet and/or transfer any rights, privileges or interests under this Agreement without prior written consent from the CITY. The BANK acknowledges that it is an independent contractor with no authority to bind the CITY to any contracts or agreements, written or oral.
13. Notice. All written notices to be given under this Agreement shall be via first class mail to the other party at the address in the introduction of this Agreement or at the last known address.
14. Entire Agreement. This Agreement executed by the parties, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing, properly authorized and sent on behalf of each of the parties by their respective proper officers.
15. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan and any remedies of the parties pertaining thereto shall likewise be governed by said laws.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officials, have executed this Agreement as of the day and year first above written.

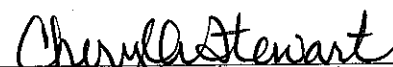
COMERICA BANK, a Michigan Chartered  
Banking Institution,

Witnesses:


  
MICHAEL S. KARSNIK

  
By: ROBERT H. DUSHINSKE  
Its: VICE PRESIDENT

CITY OF TROY, a Michigan Municipal  
Corporation,

  
Cheryl A. Stewart

  
By: Dane Slater, Mayor

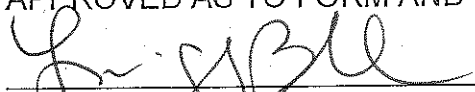
  
IRENE NEWMAN

  
By: Aileen Bittner, City Clerk

  
Brian Kischnick  
Troy City Manager

Resolution Number: 2013-01-021

APPROVED AS TO FORM AND LEGALITY:

  
Lori Grigg Bluhm, Troy City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (866) 283-7122	<b>FAX (A/C, No.):</b> (847) 953-5390
<b>INSURED</b> Comerica Incorporated Comerica Bank Tower 1717 Main Street, 3rd Floor, MC 6585 Dallas TX 75201 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co	23035
	<b>INSURER B:</b> St Paul Fire & Marine Insurance Co.	24767
	<b>INSURER C:</b> Liberty Mutual Insurance Co.	23043
<b>INSURER D:</b> Liberty Insurance Corporation	42404	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570047923142**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			TB1641004358042	04/01/2012	04/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-641-004358-032	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ZUP10N7754912NF Umbrella Liability SIR applies per policy terms & conditions	04/01/2012	04/01/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N		N/A	WA764D004358122 Deductible (AOS)	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Troy including architects and engineers, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, per the applicable endorsement with respect to the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Troy 500 W Big Beaver Rd Troy MI 48084 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570047923142



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-06

## CITY COUNCIL AGENDA ITEM

Date: June 6, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Dee Ann Irby, Controller  
Jeanette Menig, Human Resources Director  
Peter Hullinger, Fire Chief  
Emily Frontera, Purchasing Manager

Subject: Bid Waiver – Professional Services – Fire Department Testing Services

---

### **History**

The Fire Department has had several retirements over the past couple years and are expecting several more in the next two years. The department hires from the volunteer ranks to fill the staff lieutenant positions.

Act 78 Civil Service requires that a competitive examination be given and that an eligibility list, based on cumulative test score, be established. Upon Act 78 certification, this list would remain valid for up to two years. Candidates will participate in a written exam and an assessment center process.

### **Purchasing**

Since 1990 Empco, Inc. has provided promotional testing services for the Fire and Police Departments. Empco has provided excellent service and the Department is satisfied with the manner in which they conduct promotional testing. Empco customizes the testing to meet the needs of the organization and comply fully with Act 78 Commission requirements. Empco provides promotional and entry level testing for numerous Fire and Police Departments and agencies around the state, and is a local company based here in Troy.

### **Financial**

The total cost for the promotional testing depends upon the number of candidates taking the examinations. The fee structure below is an estimate based on the number of candidates that have applied for the position in the past. See below for Empco, Inc. pricing as detailed in the attached proposal for this testing.

There are sufficient funds available in the Fire Department Contractual Services budget for these services. Should the number of candidates taking the examination exceed the estimated total amount of \$15,335.00; funding is still available in the Fire Department Contractual Services budget.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

### Pricing

#### Assessment Center – (based on 10 candidates)

#### Total

Development Fee	\$5,000.00	\$5,000.00
Administration Fee (per day, up to 5 candidates per day)	\$2,200.00 x2	\$4,400.00
Per Candidate Fee	\$325.00 x10	\$3,250.00

#### Custom Written Exam

Development Fee (with 20% of test from local content)	\$2,100.00	\$2,100.00
Per Candidate Fee	\$21.00 x10	\$210.00
Proctoring of Exam	\$375.00	\$375.00

Estimated total	\$15,335.00
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*Mileage and travel expenses will be billed as they occur at the current IRS approved rate.*

### Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and approving the contract with *Empco, Inc of Troy, MI* to provide Fire Department Promotional Testing Services as detailed in the attached proposal and to not exceed \$20,000 as the number of candidates varies.

### Legal Review

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

# **Proposal for Troy Fire Department**

Staff Lieutenant  
Promotional Process

Proposal Submitted by:



Submitted:  
May 2023

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## Proposal for The Troy Fire Department

Thank you for the opportunity to submit a proposal for your upcoming promotional process for Staff Lieutenant. Our proposal covers the development and administration of the testing process you describe in your Request for Proposal.

### **About Empco**

Empco was incorporated in 1985 and is located in Troy, MI. Empco, Inc. specializes in employment relationships with an emphasis on testing and evaluations in the public sector. Our focus is on entry level and promotional assessments for public safety and municipal positions.

In 1987, Empco began conducting promotional testing for police departments in Michigan. From our offices in Troy, we have grown into the largest firm in the state providing promotional testing to law enforcement and the fire service. Empco also services municipal agencies and sheriff's offices in states throughout the nation.

Empco, Inc.  
1740 W. Big Beaver Rd.  
Suite 200  
Troy, MI 48084  
Phone: 248-528-8060  
Fax: 248-526-7274  
Web site: [www.empco.net](http://www.empco.net)  
E-mail address: [info@empco.net](mailto:info@empco.net)

### **Experience and Qualifications**

Empco conducts assessment centers, oral boards and written examinations for hundreds of agencies across the United States. In this, we test thousands of candidates each year.

Empco's specialization in testing for municipal and county positions give us the expertise to accommodate nuances that come with limited budgets, collective bargaining agreements, and various governing bodies and laws. Our size gives us the ability to provide excellent customer service. We pride ourselves on the relationships we have built. It must be recognized that current clients, who use our examination services annually, could switch to another vendor if our results did not only satisfy the agency's needs, but also the need for fairness among test takers. We keep our clients, and the number continues to grow because of a reputation for integrity and fairness in our examinations. At Empco, we put integrity before profit.

### **Job Analysis**

Empco conducts a job analysis before developing any assessment. The job analysis includes meetings with subject matter experts and those persons in a position to fully understand the requirements of the job. Empco will also administer surveys about the position to these individuals.

Empco will analyze the information collected during these meetings and through the surveys. We will also examine the job description for the position, as well as any job analyses previously conducted.

The information gathered in the job analysis will be used as the basis for any assessment and is included as part of the validation of the exam.

## **Written Exams**

After completing the job analysis, Empco will begin developing the written exam. Questions on the test will come from sources determined by the agency and Empco. These sources can include, but are not limited to, commonly accepted training books, nationally recognized standards, and agency materials such as policies, procedures and ordinances. The content of the questions will be determined by the information collected in the job analysis and information from the agency. Empco will develop a bibliography that includes sources that contain content on these knowledge areas. Empco often presents agencies with choices of texts to allow the agency to select texts that reflect their own specific philosophies. If an agency decides to use material that does not reflect the knowledge areas shown as essential by the job analysis, the agency assumes responsibility for the validity of the test.

Empco will then develop a bibliography that contains the list of sources all questions came from, and where these sources can be obtained. This bibliography will then be provided to the agency so that candidates can study the source material. Empco recommends that candidates receive at least 60 days to study for the exam. The specific study period will be determined by agency deadlines and regulations.

For this position Empco recommends a 50-question exam, with limited content. Our exams are multiple-choice. Samples of our exam questions can be found on our web site at [www.empco.net](http://www.empco.net). The items will be written by experts in the field and are reviewed to make certain the content is relevant and the wording is unbiased.

Empco has several options for administration of these written exams. The first option is for the agency to administer paper and pencil exams to all of the candidates. Instructions for administration would be provided to the agency by Empco. The agency would be responsible for providing proctors, a testing location and ensuring test security.

Another administrative option is to have Empco administer the exam. Empco would ensure the exams were administered in a proper manner and maintain test security. The agency would be responsible for providing a location for the test administration and would be responsible for paying the cost of an Empco representative to administer the exam.

Examinations can be developed in three formats: off-the-shelf, tailored or customized. An off-the-shelf examination is one that is used by a number of agencies desiring value testing. A tailored examination is one where the agency selects specific books from a list of texts provided by Empco. A customized examination is a tailored examination with 20% of the questions authored from the agency's own Rules, Regulations, Policies, etc. Tests can be developed with more than 20% local content, depending on the volume and quality of the material. Additional costs apply.

## **Scoring**

Empco will consider reliability and adverse impact in determining the cut off scores for passing the assessment. Final scores will be reported after these analyses have been completed.

Empco will provide scores within two business days of receiving the exam materials back in our office. Scores can be reported in multiple formats, but always as a percentage of 100 percentage.

If requested, Empco will provide an item analysis on the test.

### **Question Challenges**

Empco will follow the agency's written policy on challenges. However, in the absence of an agency's written policy, Empco's policy shall prevail. Empco's policy is: Candidates will be allowed to challenge any item on a written exam for up to 2 business days after the exam. Candidates who wish to challenge a question must complete a challenge form provided by Empco. Empco will review all of the challenges and provide responses to these challenges after the completion of the challenge period. If an item is challenged, and Empco agrees with the challenge, all candidates will receive credit for a correct answer to the item. Empco must be notified of the agency's challenge policy prior to the administration of the exam.

### **Scheduling and Billing**

Off-the-shelf exams – Empco recommends a minimum 60 day study period. This is the time from the date the agency posts the bibliography to the test date. Final test counts must be given to Empco two weeks prior to the test date. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

Tailored exams – Empco recommends a minimum 60 day study period. This is the time from the date the agency posts the bibliography to the test date. Final test counts must be given to Empco two weeks prior to the test date. Exams cancelled less than two weeks prior to the test will result in the client being billed the development fee for the test. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

Custom exams – Empco requires a minimum 60 day study period/preparation time. This is the time from the date the agency posts the bibliography AND gets all local content material to Empco to the test date. Final test counts must be given to Empco two weeks prior to the test date. Exams cancelled less than one month prior to the test will result in the client being billed the development fee for the test. Any orders/final counts given one week or less prior to the testing deadline will result in an expedited shipping fee billed to the client.

## **Assessment Centers**

Empco's assessment centers are designed to measure the knowledge, skills and abilities (KSA's) critical for successful performance in such jobs. These include up to 15 behavioral attributes such as: oral and written communication, problem solving, decision making, organization, planning, administrative and operational skills, staff development, supervision, analytical thinking and reasoning, etc. The job analysis, as well as information from subject matter experts in the agency, will determine the actual dimensions to be measured by the assessment center for each specific rank.

**Empco's assessment centers are developed in accordance with the *Guidelines and Ethical Considerations for Assessment Center Operations (2015)*, International Taskforce on Assessment Center Guidelines.** These guidelines establish specific requirements and procedures for conducting assessment centers. The following description of Empco's assessment center structure and procedures reflect the requirements of these guidelines. Following these guidelines will ensure that your agency meets any contractual obligations to conduct an assessment center as well as making the test reliable and defensible.

Based on the needs of this position, Empco will develop the following three types of exercises:

Interview Exercise: Candidates are asked to make a brief presentation describing themselves, their accomplishments, goals and other related issues - an outline of suggested topics is provided at the orientation. Each candidate is then asked a series of career and job-related questions and given a scenario(s) to solve. The same questions/scenarios are asked of each candidate. Actual agency issues are incorporated into the exercise.

In-Basket Exercise: Candidates are given a number of written situations, which might typically be found in the "In-Basket" of the job being filled. Candidates are asked to complete and submit their solutions to these in-basket items within a specific time.

Role-Play Scenario Exercises: Candidates are presented with unannounced situations from the job being sought. They are required to interact with an individual (an Empco associate playing the role of a subordinate, city council person, etc.) while being evaluated by our panel of assessors. The scenarios are job-related.

## **Assessors**

Empco's standard practice is to provide the assessors for assessment center exercises. All assessors will be those regularly used by Empco and are therefore trained in how Empco evaluates and scores candidates. This panel will evaluate all candidates to ensure reliability of ratings. Assessors are drawn from non-contiguous agencies and have no prejudicial knowledge of the candidates.

The department will have one internal assessor which will be trained by Empco to evaluation all candidates.

## **Candidate Orientation**

Empco will conduct an orientation for all candidates participating in an assessment center. During this orientation, Empco will explain the assessment process -- what candidates should expect and how the candidates will be evaluated. The agency is responsible for providing adequate facilities to accommodate the orientation and will be responsible for notifying all candidates as to the date, time and location of the orientation. When candidates for a position are not local (an agency is seeking outside applicants), the orientation can be conducted over the phone or by video conference.



### **Candidate Feedback**

Empco will provide all candidates that participate in the assessment center the opportunity to receive feedback on their performance in each exercise. Candidate feedback sessions must take place within two months of the completion of the assessment. Candidates are responsible for contacting the Empco office to schedule their own feedback session. Feedback sessions are confidential and are done as an opportunity for candidates to learn how to improve on future assessments and, more importantly, how they can work to improve their management skills on the job.

### **Scheduling and Billing**

Empco requires a minimum one month development period. The specific dates and times of each aspect of the test development and administration will depend on the availability of representatives from the agency, and how quickly surveys are completed. Final candidate counts must be given to Empco two weeks prior to the assessment. The agency will be billed for the number of candidates given at this time. Assessment centers cancelled less than three weeks prior to the assessment center will result in the client being billed the development fee for the assessment center. Reduction in the number of days for the assessment center less than two weeks prior to the assessment center will result in the client being billed \$1000 for the cancelled day(s).

### **Scoring**

Empco will consider reliability and adverse impact in determining the cut off scores for passing the assessment. Final scores will be reported after these analyses have been completed.

Empco will provide agencies with scores on assessment centers within one week of the assessment completion. Scores can be reported in multiple formats, but always as a percentage of 100 percent.

## **Agency Requirements**

Empco requires that the agency provide adequate facilities for all orientations, written exams, oral boards, assessment centers, and review sessions (if applicable). The agency is responsible for making sure these facilities provide adequate space and layouts conducive to the activities that will be held in the space. Empco asks that the agencies provide lunch to Empco assessors and facilitators for all oral boards and assessment centers. The agency is also responsible for notifying all candidates of the dates and times of orientation, feedback sessions (if applicable), and testing dates, as well as providing the candidates with a copy of the bibliography for the written exam. The agency will need to provide Empco with a copy of all job analyses and job descriptions for the position, and make subject matter experts available to Empco if additional job analysis information needs to be conducted. Empco also requires the agency to provide all local content materials for written exams and allow Empco use of a copy machine during the assessment center process.

It is the agency's responsibility to notify candidates that recording devices of any kind, including agency issued body cameras, are strictly prohibited at all orientations, written exams, oral boards, and assessment centers. If a candidate is wearing any of these devices upon arriving at the testing facility, they will be asked to turn the device off and remove it from the testing areas. Use of a

recording device during written exams, oral boards, or assessment centers will be considered cheating and will be handled according to the agency's discipline policy.

The agency must notify Empco of any additional requirements when scheduling a testing process. Those additional requirements could be dictated by agency policy or collective bargaining agreement and include, but are not limited to, specific cut scores, candidate reviews and candidate challenge periods. Additional fees may apply.

## Project Team

### Kendra Royer, President

Dr. Kendra Royer holds a master's degree and a doctoral degree in Industrial/Organizational Psychology. She has worked as a public safety consultant since 2001 and has been with Empco since 2005. Her expertise is in the development and validation of employment testing. As President, Kendra oversees the development of all assessment processes. She ensures that all Empco products are valid and reliable and consistent with industry standards.

### Ken Staelgraeve, Director of Assessment Centers and Oral Boards

Ken Staelgraeve is the retired Fire Chief of the Harrison Township Fire Department. He subsequently served two years as Fire Chief for the Bruce-Romeo Fire Department. He holds a bachelor's degree in Fire & Safety Engineering Technology from the University of Cincinnati, and a master's degree in Public Administration from Central Michigan University. Ken has also received Executive Fire Officer (EFO) designation from the United States Fire Administration. Ken serves as Department Chair and Professor of Fire Science at Macomb Community College. Ken has worked with Empco in various roles since 2005. As the Director of Assessment Centers and Oral Boards, Ken administers and facilitates all aspects of the assessment center and oral board processes.

In addition to the Empco team members listed above, Empco works regularly with over 50 independent contractors to develop written examinations and act as assessors on oral boards and assessment centers. These contractors are experts in the area of public safety.

## References

Empco, Inc. conducts assessment centers, oral boards, and written exams for hundreds of agencies each year. The following are a sample of agencies that we are currently doing work for or that we have recently completed work:

### Police

Battle Creek, MI Fire Department	
Contact:	Victoria Houser City Clerk (269)966-3348 vlhouser@battlecreek.mi.gov Dates of Service: 2020 to present

Project:	Empco conducts written exams and assessment centers for the rank of Fire Lieutenant and Captain. The assessments reflect the contractual weighting of the exercises, and reflect the skills and abilities of fire officers in this agency.
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#### **Bloomfield Twp., MI Fire Department**

Contact:	John LeRoy Fire Chief Bloomfield Twp. Fire Department (248) 433-7745 jleroy@bloomfieldtwp.org Dates of Service: 2004 to present
Project:	Empco designs and conducts written exams and oral boards for the Fire Department. The ranks tested include: Lieutenant, Captain, Inspector, Marshal, and EMS coordinator. Empco also administers the entry level exams for the Fire Department.

#### **Lansing, MI Fire Department**

Contact:	Regina Wilson Human Resources Department (517) 483-4015 Regina.wilson@lansingmi.gov Dates of Service: 2018 to present
Project:	Empco develops written exams for the ranks of Fire Battalion Chief, Fire Captain, Fire EMS Operations Division Chief, Fire Marshal, and Emergency Management Division Chief. Written exams for these positions are developed after conducting job analyses to determine the necessary skills and abilities required of someone filling each position. Assessment centers are also developed and conducted for the positions of Fire Battalion Chief and EMS Operations Division Chief.

#### **Livonia, MI Fire Department**

Contact:	Jeannine Laible Human Resources Director Civil Service Department (734) 466-2527 jlaible@livonia.gov Dates of Service: 1998 to present
Project:	Empco develops and administers an in-basket and assessment center for the Fire Chief, Deputy Fire Chief, and Fire Training Officer. Assessment centers for these positions are developed after conducting job analyses to determine the necessary skills and abilities required of someone filling each position.

#### **Madison Heights, MI Fire Department**

Contact:	Amy Mischak Human Resources Director City of Madison Heights
----------	--

	(248) 837-2609 amymisczak@madison-heights.org Dates of Service: 2002 to present
Project:	Empco facilitates both hiring and promotions for the Madison Heights Fire Department. Empco develops and conducts assessment centers for the ranks of Lieutenant, Captain, and Chief.  Madison Heights utilizes our Fire Testing System to create eligibility lists for entry level positions. Empco also develops and facilitates oral boards for these entry level positions.

#### **Pembroke Pines, FL Fire Department**

Contact:	Frank Martin Operations Division Chief Pembroke Pines Fire Rescue (954) 499-9580 fmartin@ppines.com Dates of Service: 2004 to present
Project:	Empco conducts both written examinations and practical examinations for the Rescue and Suppression Division of this department. The ranks include Driver/Engineer, Rescue Lieutenant, Captain, and Battalion Chief.

#### **Southfield, MI Fire Department**

Contact:	James Meadows Human Resources Director City of Southfield (248) 796-4708 jmeadows@cityofsouthfield.com Dates of Service: 1999-present
Project:	Empco has conducted written exams and assessment centers for various ranks in the Fire Department. Written exams for every rank in the Fire department is tailored or customized to that rank in the department. Assessment centers were conducted for the following ranks in the Fire Department: Chief, Battalion Chief, Captain and Fire Marshal. Written exams for the Fire Department include Driver-Engineer, Inspector, and Lieutenant.

#### **Sterling Heights, MI Fire Department**

Contact:	Kate Baldwin Human Resources Manager City of Sterling Heights (586) 446-2316 kbaldwin@sterling-heights.net Dates of Service: 1990 to present
Project:	Empco has conducted assessment centers for the ranks of Chief, Training Chief and Fire Marshal. The situations in each exercise were developed after a job analysis of the positions revealed the need for certain required dimensions. Empco recently started customizing written exams for the Captain's position.

## **Legal Standards**

In developing all exams, Empco, Inc. followed the legal and ethical guidelines put forth in:

- *Americans with Disabilities Act of 1990.*
- *Civil Rights Act of 1991.*
- *Guidelines and Ethical Considerations for Assessment Center Operations (2015)*, International Taskforce on Assessment Center Guidelines.
- *Principles for the Validation and Use of Personnel Selection Procedures*, 4<sup>th</sup> edition (2003), Society of Industrial Organizational Psychology.
- *Standards for Educational and Psychological Testing* (1999), American Psychological Association.
- *Uniform Guidelines on Employment Selection Procedures* (1978), Code of Federal Regulations, Chapter 41, Part 60-3.

## **Insurance**

Empco carries required insurance.

## **Litigation**

Empco has never been involved in any litigation of any kind.

## **Contact**

Empco staff is easily accessible by several methods: office phone: 248-528-8060; fax: 248-526-7274; email: [info@empco.net](mailto:info@empco.net), or view our web site at: [www.empco.net](http://www.empco.net). We are located in Troy, Michigan near I-75, approximately 30 minutes north of Detroit.

## **Authorized Individual**

Kendra Royer, Ph.D., President, is the person authorized to sign a contract. She can be reached at 248-528-8060 or at [kendra@empco.net](mailto:kendra@empco.net)

## **Non-Collusion**

Empco has not and will not work with any other vendor on this project.

## Pricing

### Limited Content Exam (50 questions)

Custom with 20% local content and one textbook

Development Fee	\$2100.00
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Per Candidate Fee	\$21.00
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Proctoring of Exam (optional)	\$375.00
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### Assessment Center

Development Fee	\$5,000.00
-----------------	------------

Administration Fee (per day, up to 5 candidates per day)	\$2,200.00
--	------------

Per Candidate Fee	\$325.00
-------------------	----------

Mileage and travel expenses will be billed as they occur.

Prices effective for 60 days after proposal is submitted.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

Date: May 24, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager  
Frank Nastasi, Chief of Police  
Lynn Giorgi, Staffing and Support Specialist

Subject: Application for New On-Premises Tasting Room Permit for Shankar Distillers LLC

---

### History

Shankar Distillers LLC is located at 1030 Chicago Rd in Troy. They began as a Vendor of spirits in 2021 and are currently producing bourbon under a 2022-2023 Small Distiller License already granted by the MLCC. They are now seeking the Approval of Troy City Council for a On-Premises Tasting Room for sampling of spirits and also to sell spirits retail.

A Small Distiller License, as defined by MCL 436.1111(11), is issued by the Commission to a person located in Michigan to manufacturer no more than 60,000 gallons of spirits per year, to sell those spirits to the Commission for the sale and distribution through Authorized Distribution Agents (ADAs) to retailer licensees, and to sell its spirits to customers for consumption on or off the premises at a tasting room located on its manufacturing premises where it also holds an On-Premises Tasting Room Permit.

License applicants must get local government approval for an On-Premises Tasting Room Permit if they want to allow patrons to taste their product on site. The applicant must get the approval from Troy City Council first, before the MLCC takes any action on the request, by use of the LCC-106 form which is attached.

The Troy Police Department conducted an investigation into this application. The investigation did not reveal any issues that would cause us to recommend against this request based upon the guidelines outlined by the MLCC and the Troy City Ordinance Chapter 101. This request complies with all applicable Troy City Ordinances and MLCC rules. This request did not go to the Liquor Advisory Committee for review/approval because the Small Distiller license and On-Premises Tasting Room





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

## CITY COUNCIL AGENDA ITEM

permit requested is not a quota type license. An email has been sent to the current members of the LAC as a courtesy to keep them informed.

### **Recommendation**

Recommend approval of the request from Shankar Distillers LLC.

Prepared by: Lynn Giorgi

LG/City Council Agenda Item—Shankar Distillers LLC

## AGREEMENT REGARDING LIQUOR LICENSE REQUEST

Re: Applicant: Varchasvi Shankar Date: 5-24-23  
Address: 4721 Wendrick Drive Type of License/s: ON PREMISES TASTING ROOM  
City/State/Zip: West Bloomfield, MI 48323 MLCC Request ID: RA-2303-03238

This Agreement, made by and between the CITY OF TROY, MICHIGAN, a municipal corporation, with offices located at 500 W. Big Beaver Road, Troy, Michigan, 48084, hereinafter known as THE CITY, and the Applicant as indicated above, hereinafter known as APPLICANT.

1. The City Council of the City of Troy, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the requested Liquor License to be located as indicated above in Troy Michigan.
2. In consideration of the City of Troy's recommendation for approval of the request, the applicant hereby agrees that:
  - (a) It has read and is aware of the provisions of City of Troy Ordinances, Chapter No. 67, Chapter No. 68, Chapter No. 98 and Chapter No. 101, and agrees that it shall be deemed to have knowledge of any subsequent amendments to said Chapters which may become effective during the term of this agreement.
  - (b) It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States government, State of Michigan, and the City of Troy, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a liquor licensed business in the City of Troy.
  - (c) It agrees to immediately require all employees who serve/sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs.
3. Applicant agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation as set forth in paragraph 2 of this agreement shall occur.
4. Applicant agrees that the recommendation for Approval agreed upon by the City Council is approved upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes); and also the nature and type of business intended to be conducted remain virtually the same.
5. Applicant agrees that upon such violation, after full investigation and an opportunity for said applicant to be heard, upon a finding by the City Council that a violation as set forth in paragraph 2 of this agreement has occurred, the City Council shall have just cause for revocation of said recommendation for approval.

### LICENSEE AUTHORIZED REPRESENTATIVE

Witnesses: \_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this 20th day of March 2023

Notary Public, \_\_\_\_\_ County, MI FL

Acting in the County of Hillsborough

My commission expires: \_\_\_\_\_



AGNES EDINA KASHUMBA  
Commission # GG 906125  
Expires December 21, 2023  
Bonded Thru Budget Notary Services

### CITY OF TROY

Witnesses: \_\_\_\_\_

By: \_\_\_\_\_

Ethan Baker, Mayor

By: \_\_\_\_\_

M. Aileen Dickson, City Clerk

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Notary Public, \_\_\_\_\_ County, MI

Acting in the County of Oakland

My commission expires: \_\_\_\_\_



## AGREEMENT REGARDING LIQUOR LICENSE REQUEST

Re: Applicant: Nandini Gowda Varchasvi  
Address: 4721 Wendrick Drive  
City/State/Zip: West Bloomfield, MI 48323

Date: 5-24-23  
Type of License/s: ON PREMISES TASTING ROOM  
MLCC Request ID: PA-2303-03238

This Agreement, made by and between the CITY OF TROY, MICHIGAN, a municipal corporation, with offices located at 500 W. Big Beaver Road, Troy, Michigan, 48084, hereinafter known as THE CITY, and the Applicant as indicated above, hereinafter known as APPLICANT.

1. The City Council of the City of Troy, for and in consideration of the following covenants and conditions, agrees to recommend to the Michigan Liquor Control Commission Approval of the requested Liquor License to be located as indicated above in Troy Michigan.
2. In consideration of the City of Troy's recommendation for approval of the request, the applicant hereby agrees that:
  - (a) It has read and is aware of the provisions of City of Troy Ordinances, Chapter No. 67, Chapter No. 68, Chapter No. 98 and Chapter No. 101, and agrees that it shall be deemed to have knowledge of any subsequent amendments to said Chapters which may become effective during the term of this agreement.
  - (b) It agrees to observe and comply with all laws, statutes, ordinances, rules, regulations or resolutions of the United States government, State of Michigan, and the City of Troy, or any department or agency of the governmental entities, as well as the rules and regulations of the Michigan Liquor Control Commission as they pertain to the operation of a liquor licensed business in the City of Troy.
  - (c) It agrees to immediately require all employees who serve/sell alcohol to attend a recognized alcohol awareness program, and forward the names of each certified employee to the Troy Police Department. The alcohol awareness program must either be recognized by the Troy Police Department (i.e. TIPS, TAMS), or the program must be reviewed by the Troy Police Department to insure that the program is comparable to the recognized programs.
3. Applicant agrees that the recommendation for Approval agreed upon by the City Council is not a property right and is approved upon the express and continuing condition that no violation as set forth in paragraph 2 of this agreement shall occur.
4. Applicant agrees that the recommendation for Approval agreed upon by the City Council is approved upon the express and continuing condition that the physical characteristics (including but not limited to the inside layout, building design and engineering, seating capacity, parking space allocations, fire exits, and other physical attributes); and also the nature and type of business intended to be conducted remain virtually the same.
5. Applicant agrees that upon such violation, after full investigation and an opportunity for said applicant to be heard, upon a finding by the City Council that a violation as set forth in paragraph 2 of this agreement has occurred, the City Council shall have just cause for revocation of said recommendation for approval.

### LICENSEE AUTHORIZED REPRESENTATIVE

Witnesses: 88  
Kyanishy

By: Nandini Varchasvi

Subscribed and sworn to before me this 20<sup>th</sup> day of MARCH 20 23

Notary Public, MI FL County, Hillsborough

Acting in the County of Hillsborough

My commission expires: Agnes



AGNES EDINA KASHUMBA  
Commission # GG 906125  
Expires December 21, 2023  
Bonded Thru Budget Notary Services

### CITY OF TROY

Witnesses: \_\_\_\_\_

By: \_\_\_\_\_

Ethan Baker, Mayor

By: \_\_\_\_\_

M. Aileen Dickson, City Clerk

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, MI

Acting in the County of Oakland

My commission expires: \_\_\_\_\_



Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll Free: 866-813-0011 • [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_  
(For MLCC use only)

**Local Government Approval For On-Premises Tasting Room Permit**  
(Authorized by MCL 436.1536)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ Regular \_\_\_\_\_ meeting of the \_\_\_\_\_ City of Troy \_\_\_\_\_ council/board  
(regular or special) (township, city, village)

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Shankar Distillers LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 1030 Chicago Road, Troy MI 48083

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Signature of Clerk

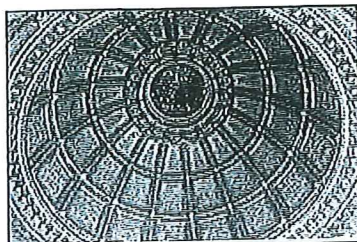
\_\_\_\_\_  
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933  
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
Fax to: 517-763-0059



The Michigan Legislative Website data sources are undergoing upgrades. Thank you for your patience as we work through any issues.



# MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through PA 93 of 2019  
House: Adjourned until Wednesday, November 20, 2019 10:00:00 AM  
Senate: Adjourned until Wednesday, November 20, 2019 10:00:00 AM

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Act 58 of 1998

58-1998-5

Section 436.1536

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### MICHIGAN LIQUOR CONTROL CODE OF 1998 (EXCERPT) Act 58 of 1998

**436.1536 Multiple manufacturing licenses; eligibility requirements; operating multiple tasting rooms; compliance requirements; limitations; sale of alcoholic liquor under certain circumstances; samples; earmark for liquor control enforcement and license investigation revolving fund; local approval exceptions.**

Sec. 536.

(1) Except as provided in section 105(13), the commission shall allow a person to be licensed as more than 1 type of manufacturer in this state.

(2) A person that holds more than 1 type of manufacturing license in this state shall meet all applicable provisions of this act for each type of manufacturing license the person holds.

(3) Subject to the requirements of this section and section 537, the commission may approve a licensed manufacturer to operate 1 or more tasting rooms.

(4) Brewers and micro brewers shall not have more approved tasting rooms than allowed in section 411.

(5) A tasting room may be jointly operated by 2 or more manufacturers if either of the following conditions is met:

(a) The manufacturers are owned by the same person and their manufacturing premises share the same address.

(b) The manufacturers are not owned by the same person and their manufacturing premises do not share the same address.

(6) A tasting room is treated as licensed premises for purposes of this act.

(7) An approved tasting room located on the manufacturing premises of 1 or more manufacturers that are owned by the same person and whose manufacturing premises share the same address must comply with all of the following:

(a) The commission must approve and issue an on-premises tasting room permit to the manufacturer or manufacturers.

(b) The manufacturer or manufacturers must pay the \$100.00 initial permit fee, which is renewable annually.

(c) The manufacturer or manufacturers must be approved for the on-premises tasting room permit by the local legislative body in which the proposed licensed premises will be located, except in a city having a population of 600,000 or more or as provided in subsection (17).

(d) The manufacturer or manufacturers must comply with the server training requirements of section 906.



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mcl 436 1536

(e) The manufacturer or manufacturers must file with the commission proof of financial responsibility providing security for liability under section 801(3) of not less than \$50,000.00 as provided in section 803.

(f) A separate on-premises tasting room permit is not required for each license type for a person licensed by the commission under any combination of brewer, micro brewer, wine maker, small wine maker, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer licenses issued to that person at the same manufacturing premises.

(g) The commission shall not issue to a manufacturer or manufacturers a Sunday sales permit, catering permit, dance permit, entertainment permit, specific purpose permit, extended hours permit, or authorization for outdoor service unless the commission has issued an on-premises tasting room permit to the manufacturer or manufacturers. A Sunday sales permit, catering permit, dance permit, entertainment permit, specific purpose permit, extended hours permit, or authorization for outdoor service may be issued concurrently with the issuance of an on-premises tasting room permit.

(h) A brewer, micro brewer, wine maker, small wine maker, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer may own and operate a restaurant or allow another person to operate a restaurant as part of the on-premises tasting room on the manufacturing premises. If the brewer, micro brewer, wine maker, small wine maker, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer allows another person to operate a restaurant on the manufacturing premises, the brewer, micro brewer, wine maker, small wine maker, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer must hold a participation permit naming as a participant the other person. The other person must meet the requirements for a participant in R 436.1041(3) of the Michigan Administrative Code.

(8) Subject to subsection (10), an approved tasting room located off the manufacturing premises of 1 or more manufacturers, other than a brewer, micro brewer, or mixed spirit drink manufacturer, that are owned by the same person and whose manufacturing premises share the same address must comply with all of the following:

(a) The commission must approve and issue an off-premises tasting room license to the manufacturer or manufacturers.

(b) The manufacturer or manufacturers must pay the \$100.00 initial license fee, which is renewable annually.

(c) The manufacturer or manufacturers must be approved for the off-premises tasting room license by the local legislative body in which the proposed licensed premises will be located, except in a city having a population of 600,000 or more or as provided in subsection (17).

(d) The manufacturer or manufacturers must comply with the server training requirements of section 906 at the off-premises tasting room.

(e) The manufacturer or manufacturers must file with the commission proof of financial responsibility providing security for liability under section 801(3) of not less than \$50,000.00 as provided in section 803 for the off-premises tasting room.

(f) A separate off-premises tasting room license is not required for each license type for a person licensed by the commission under any combination of wine maker, small wine maker, distiller, small distiller, or brandy manufacturer licenses issued to that person at the same manufacturing premises.

(g) The commission shall not issue to a manufacturer or manufacturers a Sunday sales permit, catering permit, dance permit, entertainment permit, specific purpose permit, extended hours permit, authorization for outdoor service, or permission to maintain a direct connection to unlicensed premises unless the commission has issued an off-premises tasting room license to the manufacturer or manufacturers. A Sunday sales permit, catering permit, dance permit, entertainment permit, specific purpose permit, extended hours permit, authorization for outdoor service, or permission to maintain a direct connection to unlicensed premises may be issued concurrently with the issuance of an off-premises tasting room license.



(9) Subject to subsection (10), an approved jointly operated tasting room located off the manufacturing premises of 2 or more manufacturers, other than a brewer, micro brewer, or mixed spirit drink manufacturer, that are not owned by the same person and whose manufacturing premises do not share the same address must comply with all of the following:

(a) The commission must approve and issue a joint off-premises tasting room license to each of the manufacturers.

(b) Each manufacturer must pay the \$100.00 initial license fee, which is renewable annually.

(c) Each manufacturer must be approved for a joint off-premises tasting room license by the local legislative body in which the proposed licensed premises will be located, except in a city having a population of 600,000 or more or as provided in subsection (17).

(d) Each manufacturer must comply with the server training requirements of section 906 at the jointly operated off-premises tasting room.

(e) Each manufacturer must file with the commission proof of financial responsibility providing security for liability under section 801(3) of not less than \$50,000.00 as provided in section 803 for the jointly operated off-premises tasting room.

(f) Any management agreements with an unlicensed manager of the jointly operated off-premises tasting room must comply with the requirements of R 436.1041 of the Michigan Administrative Code and all the manufacturers must hold a participation permit naming as a participant the unlicensed manager. The unlicensed manager must meet the requirements for a participant in R 436.1041(3) of the Michigan Administrative Code.

(g) A Sunday sales permit, dance permit, entertainment permit, specific purpose permit, extended hours permit, authorization for outdoor service, or permission to maintain a direct connection to unlicensed premises may be issued in conjunction with a jointly operated off-premises tasting room. All manufacturers licensed at the jointly operated off-premises tasting room location must hold the same permits, permissions, and authorizations at the location.

(h) A violation of this act or the administrative rules by any manufacturer on the premises of the jointly operated off-premises tasting room is a violation by all the manufacturers licensed at the jointly operated off-premises tasting room.

(10) Approved off-premises tasting rooms or jointly operated off-premises tasting rooms described in subsections (8) and (9) must comply with all of the following:

(a) A wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may have 1 of the following:

(i) No more than 5 off-premises tasting room licenses issued under subsection (8) where alcoholic liquor manufactured by the wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may be sold by the glass for consumption on the premises or samples may be sold or given away for consumption on the premises as provided in section (14)(b) and (c).

(ii) No more than 5 joint off-premises tasting room licenses issued under subsection (9) where alcoholic liquor manufactured by the wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may be sold by the glass for consumption on the premises or samples may be sold or given away for consumption on the premises as provided in section (14)(b) and (c).

(iii) A combination of no more than 5 off-premises tasting room licenses issued under subsection (8) and joint off-premises tasting room licenses issued under subsection (9) where alcoholic liquor manufactured by the wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may be sold by the glass for consumption on the premises or samples may be sold or given away for consumption on the premises as provided in section (14)(b) and (c).

(iv) No more than the equivalent number of off-premises tasting room licenses issued under subsection (8), joint off-premises tasting room licenses issued under subsection (9), or a combination of off-premises tasting room



(b) Notwithstanding the limitation in subdivision (a), a wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may have any number of off-premises tasting room licenses or joint off-premises tasting room licenses where alcoholic liquor manufactured by the wine maker, small wine maker, distiller, small distiller, or brandy manufacturer may only be sold or given away as samples for consumption on the premises as provided in subsection (14)(d).

(d) All wine makers, small wine makers, distillers, small distillers, or brandy manufacturers licensed at the same approved jointly operated off-premises tasting room must have an identical designation under subdivision (c).

(11) A wine maker, small wine maker, brewer, micro brewer, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer may add a nonalcoholic mixing ingredient or an alcoholic mixing ingredient manufactured by the wine maker, small wine maker, brewer, micro brewer, distiller, small distiller, brandy manufacturer, or mixed spirit drink manufacturer to sampled or purchased alcoholic liquor if the sampled or purchased alcoholic liquor is consumed on the premises of the approved tasting room.

(13) A manufacturer with an approved tasting room may sample and sell alcoholic liquor only as specifically allowed in this act.

(a) Sell alcoholic liquor it manufactured for consumption off the premises in an approved tasting room under subsections (7) to (9).

(c) Subject to subsection (10)(a), sell or give away samples of any size of alcoholic liquor it manufactured for consumption on the premises of an approved tasting room under subsections (7) to (9).

(i) A wine maker or small wine maker may offer samples of wine that do not exceed 3 ounces per sample.

(iii) A distiller or small distiller may offer samples of spirits or mixed drinks that do not exceed 1/2 ounce per sample.

undati legislature mi nov/S/inh0n5v1hnrin0axislv4(hv))/milea.aspx?page=getObject&objectName=mcl-436-1536

(17) Local approval under subsection (7)(c), (8)(c), or (9)(c) is not required for a tasting room that was in existence before the effective date of the amendatory act that added this section.

**Compiler's Notes:** In subsection (10)(a)(i), (ii), (iii), and (iv), the reference to "section (14)(b) and (c)" evidently should read "subsections (14)(b) and (14)(c)."

## Acceptable Use Policy Legislative Directory

## Copyright Infringement

## Comment Form

www.legislature.mi.gov//S/inh0n5v1h0f0nn0x0slv4thv1)/milen.aspx?name=delObject&objectName=mcl-436-1536





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May 2, 2023

Aileen Dickson  
City Clerk  
City of Troy  
500 West Big Beaver Road  
Troy, MI 48084

Subject: Appointment of Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

Representative

Alternate

K. Bovensiepe

A. Tebedo

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2023.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Jeffrey A. McKeen, P.E.  
General Manager

JAM/cf



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-09

## CITY COUNCIL AGENDA ITEM

Date: June 8, 2023

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
M. Aileen Dickson, City Clerk

Subject: Request for Recognition as a Nonprofit Organization from Automotive Women's Alliance Foundation

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### **History**

Attached is a request from Automotive Women's Alliance Foundation seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

### **Financial**

There are no financial considerations associated with this item.

### **Recommendation**

It has been City Management's practice to support the approval of such requests.

#### **Executive Board**

**Ashwini Balasubramanian, President**  
Harley-Davidson

**Riley Keehn, VP STEM**  
SBD Automotive

**Angela D. Henderson, VP Industry Outreach**  
Ford Motor Company

**Anne Partington, VP Career Enhancement**

University of Michigan

**Vanessa Miller, VP Gen. Counsel**  
Foley & Lardner

**Anya Cason, Secretary**  
JVIS USA LLC

**Jean M. Stenger CPA, Treasurer**  
DKSS CPAs + Advisors

#### **Board of Directors**

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S&P Global Mobility

**Ava Billimoria**  
Vivacqua Law

**Jane Bishop**  
Retiree-General Motors

**Megan Brobeck**  
General Motors

**Natalie Chipot**  
Forvia

**Axel Cooley**  
Metallon

**Marley Deveriglio**  
Neapco

**Anand Gandhi**  
Vitesco Technologies

**Antonella Grimaldi**  
Marel

**Deborah Irvin**  
DC Tech Staffing

**Jennifer Jones**  
Ford Motor Company

**Kellie Lindsay**  
Autotech Ventures

**Kei Mann**  
OESA

**Diane Morrison**  
2-Way Communications, LLC

**Hannah Osborn**  
LeddarTech

**Venetia Petteway**  
Kettering University

**Patricia Price**  
Aquent LLC

**Erin Schrieber**  
OESA

**Bertha Smiley**  
Retiree – Retail

**Shameeka Ward**  
Magna

#### **Executive Advisory Council**

**Tom Apostolos**  
Magna International

**Judy Asher**  
Baxter International

**Kelley LaFontaine**  
LaFontaine Automotive Group

**Julie Martin**  
S&P Global Mobility

**David McShane**  
AutoTech Ventures

**Karina Morley**  
FCA US, LLC

**Molly Padovini**  
Elder Automotive Group

**Patricia Scarpaci**  
Envisics



P.O. Box 4305, Troy, MI 48099 - Phone/Fax (877) 393-AWAF [AWAFoundation.org](http://AWAFoundation.org)

June 5, 2023

Mayor Ethan Baker and Troy City Council  
Troy City Hall  
500 W. Big Beaver Rd.  
Troy, MI 48084

Dear Mayor Baker and Troy City Council,

The Automotive Women's Alliance Foundation (AWAF) would like to obtain a charitable gaming license to conduct our annual golf outing in August. One of the requirements for the license is a resolution from the City of Troy confirming we are a recognized nonprofit organization.

AWAF is a 501(c)3 organization formed in 2004 and run primarily by volunteers – see board list to the left. Our mailing address (PO Box) and official address (treasurer's office) are located in Troy, MI. Our mission is to advance and empower every women in automotive and related industries. Proceeds from our annual golf outing will support AWAF's scholarship and STEM programs. As of March 2023, we have awarded \$569,500 to 224 recipients.

Attached is further documentation verifying our 501(c)3 status.

If you have further questions, please email [admin@AWAFoundation.org](mailto:admin@AWAFoundation.org) or call 877-393-2923.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashwini", written over a light blue horizontal line.

Ashwini Balasubramanian  
President

**Mission:** To advance and empower every woman in the automotive and related industries.

**Vision:** Contribute to the mobility industry by advocating for the advancement of every woman throughout her career.



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY:  
101 E. Hillsdale, Lansing MI 48933  
(517) 335-5780  
www.michigan.gov/cg

## LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_,  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_.  
APPROVAL/DISAPPROVAL

### APPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

### DISAPPROVAL

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_.  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)



# CITY OF TROY

## SOLICITATION – FUND RAISING

Date Received: \_\_\_\_\_

File the following information with the City Clerk's Office at least 21 days prior to the time when the permit is desired. TIME SPAN FOR PERMIT IS NOT TO EXCEED NINETY (90) DAYS.

Name of Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Local Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Home Address (if different): \_\_\_\_\_

City/Zip: \_\_\_\_\_

Name of Parent Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Local Representative/Officers:

Name	Title	Phone

Person in Charge of Solicitations: \_\_\_\_\_

How are funds solicited: \_\_\_\_\_

Locations/Dates/Times:

Locations	Dates	Times

To what purpose will you put these funds: \_\_\_\_\_

What is the requested amount for contribution: \_\_\_\_\_



[illegible]

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

## DEPARTMENT OF THE TREASURY

Date: MAY 04 2004

AUTOMOTIVE WOMENS ALLIANCE  
FOUNDATION  
PO BOX 4305  
TROY, MI 48099

Employer Identification Number:  
30-0231114  
DIN:  
17053054070004  
Contact Person: JULIE CHEN ID# 31261  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
February 18, 2004  
Advance Ruling Period Ends:  
December 31, 2008  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

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## AUTOMOTIVE WOMENS ALLIANCE

a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period.

Letter 1045 (DO/CG)

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## AUTOMOTIVE WOMENS ALLIANCE

that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories

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## AUTOMOTIVE WOMENS ALLIANCE

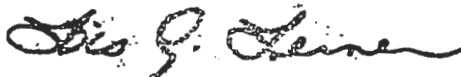
showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure(s):  
Form 872-C

Letter 1045 (DO/CG)



BCS/CD-502 (Rev. 06/01)

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

CLIFFORD W. TERRY, JR., ESQ.

Address

4000 TOWN CENTER, SUITE 1500

City

SOUTHFIELD, MI 48075

State

Zip Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

**ARTICLES OF INCORPORATION**

**For use by Domestic Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is: **AUTOMOTIVE WOMEN'S ALLIANCE FOUNDATION**

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:  
**SEE ATTACHED**

**ARTICLE III**

- The corporation is organized upon a NONSTOCK basis.  
(Stock or Nonstock)
- If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:



## ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

NONE

b. The description and value of its personal property assets are: (if none, insert "none")

NONE

c. The corporation is to be financed under the following general plan:

## DONATIONS

d. The corporation is organized on a DIRECTORSHIP basis.  
(Membership or Directorship)

#### ARTICLE IV

1. The address of the registered office is:

4000 TOWN CENTER, SUITE 1500, SOUTHFIELD, Michigan 48075

(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

CLIFFORD W. TERRY, JR., ESQ.

## ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name \_\_\_\_\_

Residence or Business Address

KIMBERLY A. ZIOMEK

38000 HILLS TECH DRIVE

FARMINGTON HILLS, MI 48331

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 14 day of May, 2003

Humbely A. Zomeh

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C&amp;S 502

Name of person or organization  
remitting fees:

Preparer's name and business  
telephone number:

### INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.  
  
Since this document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 162, P.A. of 1962, by one or more persons for the purpose of forming a domestic nonprofit corporation.
4. Article II - The purpose for which the corporation is organized must be included. It is not sufficient to state that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act.
5. Article III - The corporation must be organized on a stock or nonstock basis. Complete Article III(2) or III(3) as appropriate, but not both. Real property assets are items such as land and buildings. Personal property assets are items such as cash, equipment, fixtures, etc. The dollar value and description must be included. If there is no real and/or personal property, write in "none".
6. A domestic nonprofit corporation may be formed on either a membership or directorship basis. A membership corporation entitles the members to vote in determining corporate action. If organized on a directorship basis the corporation may have members but they may not vote and corporate action is determined by the Board of Directors.
7. Article IV - A post office box may not be designated as the address of the registered office.
8. Article V - The Act requires one or more incorporators. Educational corporations are required to have at least three (3) incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
10. The Articles must be signed in ink by each incorporator listed in Article V. However, if there are 3 or more incorporators, they may, by resolution adopted at the organizational meeting by a written instrument, designate one of them to sign the Articles of Incorporation on behalf of all of them. In such event, these Articles of Incorporation must be accompanied by a copy of the resolution duly certified by the acting secretary at the organizational meeting and a statement must be placed in the articles incorporating that resolution into them.
11. **FEES:** Make remittance payable to the State of Michigan. Include corporation name on check or money order.

FILING AND FRANCHISE FEE ..... \$20.00

#### To submit by mail:

Michigan Department of Consumer & Industry Services  
Bureau of Commercial Services  
Corporation Division  
7150 Harris Drive  
P.O. Box 30054  
Lansing, MI 48909

#### To submit in person:

2501 Woodlake Circle  
Okemos, MI  
Telephone: (517) 241-6470

Fees may be paid by VISA or Mastercard when delivered in person to our office.

#### MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6420, or visit our website at <http://www.michigan.gov/corporations>  
Customer with MICH-ELF Filer Account: Send document to (517) 241-9845

The Department of Consumer & Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

# AUTOMOTIVE WOMEN'S ALLIANCE FOUNDATION

## ARTICLES OF INCORPORATION For use by Domestic Nonprofit corporations

### ARTICLE II:

The Corporation is organized exclusively to receive and administer funds for charitable, religious, educational, and scientific purposes, including for such purposes (by way of illustration), the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code (the "Code"), or corresponding section of any future federal tax code.

### ARTICLE VI:

No part of the Corporation's assets or net earnings shall inure to the benefit of or be distributed to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles.

### ARTICLE VII:

The Corporation, including all activities incident to its purposes, shall only carry on activities permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding section of any future federal tax code, or (c) by a nonprofit corporation organized under the laws of the State of Michigan pursuant to the provisions of Act 162, Public Acts of 1982 (the "Act"), as amended.

### ARTICLE VIII:

No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

### ARTICLE IX:

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas or other comparable court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such

organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### **ARTICLE X:**

No member of the board of directors of the Corporation who is a volunteer director, as that term is defined in the Act, or a volunteer officer shall be personally liable to the Corporation for monetary damages for a breach of the director's or officer's fiduciary duty; provided, however, that this provision shall not eliminate or limit the liability of a director or officer for any of the following:

1. a breach of the director's or officer's duty of loyalty to the Corporation;
2. acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
3. a violation of section 551(1) of the Act;
4. a transaction from which the director or officer derived an improper personal benefit;
5. an act or omission occurring before the filing of these Articles of Incorporation; or
6. an act or omission that is grossly negligent.

The Corporation assumes all liability to any person, other than the Corporation, for all acts or omissions of a director who is a volunteer director or a volunteer officer incurred in the good faith performance of the director's or officer's duties. However, the Corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code, or corresponding section of any future federal tax code.

If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors or officers, in addition to that described in Article X, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended. Such an elimination, limitation, or assumption of liability is not effective to the extent that it is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code or corresponding section of any future tax code. No amendment or repeal of Article X shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of the Corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

#### **ARTICLE XI:**

The Corporation assumes the liability for all acts or omissions of a volunteer if all of the following conditions are met:

1. the volunteer was acting or reasonably believed he/she was acting within the scope of his/her authority;
2. the volunteer was acting in good faith;

3. the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
4. the volunteer's conduct was not an intentional tort;
5. the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

P0124481



**AMENDED AND RESTATED**  
**BYLAWS**  
**OF**  
**AUTOMOTIVE WOMEN'S ALLIANCE FOUNDATION**  
**Effective November 1, 2018**

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**BYLAWS  
OF  
AUTOMOTIVE WOMEN'S ALLIANCE FOUNDATION  
Adopted and effective as of November 1, 2018**

**ARTICLE 1  
PURPOSE AND POWERS**

The purpose for which the Foundation is formed and the powers that the Foundation may exercise are set forth in the Foundation's Articles of Incorporation.

**ARTICLE 2  
BOARD OF DIRECTORS**

2.1 **Powers.** The business and affairs of the Foundation will be managed by or under a board of directors (each a "**Director**," and collectively the "**Directors**" or the "**Board**"), subject to any limitations set forth by law, the Articles of Incorporation or these Bylaws.

2.2 **Number of Directors.** The Board will consist of three or more Directors, as determined from time to time by resolution of the Board. No decrease in the number of Directors will have the effect of shortening the term of any incumbent Director.

2.3 **Term of Office and Classes of Directors.** The Board will be divided into two classes. Each Director will hold office for a term of two years. Directors of the first class will be elected in even-numbered years, and Directors of the second class will be elected in odd-numbered years. The Directors in office as of the effective date of these Amended and Restated Bylaws will be divided based on the year in which each Director was most recently elected.

2.4 **Election of Directors.** At the regular annual meeting called in accordance with these Bylaws, the Board will elect Directors to replace those whose terms are expiring. Directors will be elected by a plurality of the votes cast. Directors are prohibited from cumulating their votes in any election of Directors.

2.5 **Officer or Committee Requirements.** Simultaneous with her election as a Director, each Director will be appointed or designated as an Officer of the Foundation or as a co-chairperson of a Committee designated by the Board ("**Co-Chair**") for a period coterminous with her term as a Director (except for the President Emerita (as defined in Section 2.9 (*Ex Officio Director*))). Each Co-Chair will be appointed in accordance with Article 4 (*Committees*) hereof. Each officer of the Foundation will be appointed in accordance with Article 5 (*Officers*) hereof. Any officer of the Foundation may simultaneously serve as a Co-Chair for a period of either one or two years, as is required to ensure that not all Co-Chair positions for a Committee are simultaneously vacant in the same year.

2.6 **Resignation and Removal.** A Director may resign by written notice to the Board. A resignation is effective on the later of the date of receipt of the notice of resignation or the effective date specified in the notice. Any Director may be removed from office, with or without cause, by the affirmative vote of a majority of the disinterested Directors then in office.

2.7 **Vacancies.** The Board may fill any vacancy, including a vacancy due to an increase in the size of the Board, by the affirmative vote of a majority of the remaining Directors, even though less than a quorum. A Director elected to fill a vacancy will hold office for the unexpired term of her predecessor in office and until a qualified successor is elected.

2.8 **No Compensation.** Directors will serve without compensation but will be reimbursed for actual, reasonable and necessary expenses incurred by a Director in her capacity as a Director.

2.9 **Ex Officio Director.** The individual who served as President of the Foundation immediately prior to the individual then serving as the current President (the “**President Emerita**”) may, at the President Emerita’s option, serve *ex officio* as a non-voting member of the Board for up to one year following the end of the President Emerita’s term as President.

### **ARTICLE 3 DIRECTORS’ MEETINGS**

3.1 **Regular Meetings.** A regular Board meeting must be held annually for the purposes of electing Directors, electing Officers, designating Co-Chairs, receiving the report of the Foundation for the previous fiscal year as required by Section 901 of the Michigan Nonprofit Corporation Act, and transacting any other business. Each regular Board meeting will be held thereafter at the time and place the Board specifies at the regular meeting immediately preceding. A Board meeting may be held at a different time and place with the consent of a majority of the Directors upon written notice to all Directors who did not consent. Notice of such regular meetings need not be given to any Director, provided the time and place of the meeting has been determined by resolution of the Board.

3.2 **Special Meeting.** The President may call a special meeting of the Board at any time upon notice to all Directors. The President or Secretary will call a special meeting upon the request of not less than two Directors, or as may otherwise be required by law. Any request for a special meeting by Directors will state the purpose or purposes of the meeting. Special meetings will be held at principal office of the Foundation, or at such other place within the State of Michigan as selected by the Board.

3.3 **Notice of Meetings.** Meetings may be held without notice if all Directors are present in person or if notice is waived in writing, including by electronic mail, either before or after the holding thereof, by all Directors not present at such meeting. Except as otherwise provided by these Bylaws or by law, notice of a meeting stating the time and place (and, if the meeting is a special meeting, the purpose or purposes) of the meeting must be given to each Director by one of the following methods:

(a) by mailing a written notice to such address as the Director designates from time to time or, in the absence of designation, to the last known address of the Director at least five days before the date set for such meeting;

(b) by personally delivering a written notice to the Director at least two days in advance of such meeting;

(c) by orally notifying the Director at least two days in advance, either personally or by telephone; or

(d) by electronic transmission to the Director at least two days in advance in a manner authorized by the Director entitled to the notice;

except that, if the transmitted notice is returned as undeliverable, a different permitted method of notification must be used.

**3.4 Waiver of Notice of Meetings.** A Director's attendance at or participation in a meeting waives notice to the Director of the meeting, unless the Director at the beginning of the meeting, or when the Director arrives, objects to the meeting or the transacting of business at the meeting because the meeting was not lawfully called or convened, and after objecting does not vote for or assent to any action taken at the meeting. A Director may waive any right to notice before or after a meeting.

**3.5 Quorum.** A majority of the Directors then in office constitutes a quorum for the transaction of business. The act of a majority of those Directors present at any meeting at which there is a quorum is the act of the Board, except as provided by law, the Articles of Incorporation, or these Bylaws.

**3.6 Vote Required.** The Board elects Directors by a plurality of votes cast. The Board must authorize all other Board actions by a majority of votes cast.

**3.7 Voting Rights.** Each Director present at a Directors' meeting is entitled to one and only one vote, regardless of any other position held.

**3.8 Conduct of Meetings.** Directors' meetings must generally follow accepted rules of parliamentary procedure. The presiding official has authority over matters of procedure and may adopt any other form of procedure suited to the business being conducted.

**3.9 Action Without a Meeting.** Unless otherwise provided by the Articles of Incorporation or these Bylaws, any action permitted to be taken under authorization voted at a meeting of the Board or a Committee may be taken without a meeting if, before or after the action, consents in writing or by electronic transmission, setting forth the action taken, are signed and dated by the Directors then in office or of the Committee having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Directors entitled to vote on the action were present and voted. Prompt notice of the taking of the action without a meeting by less than unanimous written consent will be given to the Directors who have not consented in writing. An electronic transmission consenting to an action transmitted by a Director or her authorized agent is written, signed, and dated for the purposes of this section if the electronic transmission is delivered with information from which the Foundation can determine that the electronic transmission was transmitted by the Director or her authorized agent, and the date on which the electronic transmission was transmitted. The written consent must be filed with the minutes of the proceedings of the Board or Committee. The consent has the same effect as a vote of the Board or Committee for all purposes.



3.10 **Participation in Meeting by Remote Communication.** A Director or a member of a Committee may participate in a meeting by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation in a meeting constitutes presence in person at the meeting.

3.11 **Manifestation of Dissent.** A Director who is present at a Board meeting, or at a meeting of a Committee of which the Director is a member, at which action on a corporate matter is taken is presumed to have concurred in that action taken unless a dissent is entered in the minutes of the meeting or unless the director files a written dissent to such action with the person acting as the secretary of the meeting before or promptly after its adjournment. A Director who is absent from a meeting of the Board or of a committee of which the Director is a member at which any such action is taken is presumed to have concurred in the action unless the Director files a written dissent with the secretary of the meeting within a reasonable time after obtaining knowledge of the action.

## **ARTICLE 4 COMMITTEES**

4.1 **Committees Generally.** The Board may designate one or more Committees to assist the Board in the management of the Foundation's business and the conduct of its affairs. Each Committee will consist of two Co-Chairs, each of whom must be a Director, and may consist of additional individuals.

4.2 **Designation of Co-Chairs.** Simultaneously with the election of Directors at the regular annual meeting of the Board, the Board will elect Directors to fill any Co-Chair positions that are then vacant. In electing or filling any vacant Director/Co-Chair positions, the Board will first consider for designation individuals who do not already serve as Officers or Co-Chairs of other Committees; *provided, however*, that any Officer or other Co-Chair may simultaneously serve as the Co-Chair of a Committee for a period of either one or two years, as is required to ensure that not all Co-Chair positions for a Committee are simultaneously vacant in the same year.

4.3 **Term and Removal.** A Co-Chair serves for two years from the date of her election as Co-Chair and thereafter until a successor is elected or appointed, or until the Co-Chair's death, resignation, or removal; *provided, however*, that a Co-Chair may be designated for a term of one year if such term is required to ensure that both Co-Chair positions for any Committee are not up for election in the same year. The Board may remove a Co-Chair with or without cause. A Co-Chair may resign by written notice to the Foundation's Secretary. The resignation is effective upon its receipt by the Foundation or at a later date specified in the notice.

4.4 **Executive Committee.** The Board may designate an executive committee to assist the Board and to serve at the Board's pleasure (the "**Executive Committee**").

(a) The Executive Committee will consist of the President, all Vice Presidents (if any), the Secretary, the Treasurer, and any other Directors designated by the Board.

Under no circumstances may any individual who is not a Director serve on the Executive Committee.

(b) The Board may remove any member of the Executive Committee at any time, with or without cause.

(c) The Board may designate one or more Directors as alternate members of the Executive Committee, who may replace an absent or disqualified member of the Executive Committee at a meeting of the Executive Committee. In the absence or disqualification of a member of the Executive Committee, and provided the Board has not designated an alternate member, the members of the Executive Committee present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another Director to act at the meeting in place of the absent or disqualified member.

(d) The Executive Committee is delegated to exercise any of the powers and authority of the Board in between meetings of the Board; *provided, however*, that the Executive Committee does not have power or authority to take any of the actions set forth in Section 528(1) of the Michigan Nonprofit Corporation Act, as amended.

(e) The Executive Committee will meet at least twice per year, or more frequently as needed. The Board may designate one or more individuals who are not Directors to receive notice of, attend, and be heard at a committee meeting, but such individuals cannot vote. A majority of the members of the Executive Committee will constitute a quorum, and the Executive Committee may take action upon the approval of a majority of the members present at any meeting at which a quorum is present.

**4.5 Other Committees.** The Board may appoint one or more Committees to consist in whole or in part of individuals who are not Directors. Any such Committee serves solely to assist in the conduct of the Foundation's affairs and may perform, under the direction of the Board, only those functions determined from time to time by the Board. The resolution that establishes the Committee must state the purpose and functions of the Committee, the terms and qualifications of the Committee members, and the ways in which the members of the Committee are selected and removed.

## **ARTICLE 5 OFFICERS**

**5.1 Positions and Election.** The Board will elect a President, Secretary, and Treasurer. The President and Secretary will be elected in alternating years. The Board may also elect one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and other officers that the Board deems necessary (each an "**Officer**"). To be eligible to hold an office, an individual must also serve concurrently as a Director. The Board need not appoint or elect an Officer to an office that is already filled and whose term has not expired. Except for President and Secretary, the same person may hold two or more offices; *provided, however*, that an Officer may not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is

required by law, the Articles of Incorporation, or these Bylaws to be executed, acknowledged, or verified by two or more officers.

**5.2 Term, Removal, and Vacancies.** The election to fill vacant offices will take place simultaneously with the election of Directors at the regular annual meeting of the Board. An Officer holds office for two years from the date of her election as Officer and thereafter until a successor is elected or appointed, or until the Officer's death, resignation, or removal. No Officer, except for the Treasurer or the Vice President—General Counsel, may be appointed to a term that, if fully served, would result in service in the same office for more than four years. The Board may remove an Officer with or without cause. An Officer may resign by written notice to the Foundation's Secretary. The resignation is effective upon its receipt by the Foundation or at a later date specified in the notice. The Board must promptly appoint an individual to fill a vacancy in the office of President, Secretary, or Treasurer and may appoint an individual to fill a vacancy in any other office.

**5.3 Powers and Duties of Officers.** The powers and duties of the Officers will be as follows, unless provided otherwise by resolution of the Board or by direction of an Officer authorized by the Board to prescribe the powers and duties of other officers:

(a) **President.** The President is the chief executive officer of the Foundation and has general and active management of the Foundation's activities. The President presides at all Directors' meetings; if the President is absent, the Secretary or one of the Vice Presidents presides. The President may execute all conveyances, loans, and other contracts and agreements on the Foundation's behalf, except as otherwise required by law or directed by the Board. The President must see that all orders and resolutions of the Board are carried into effect, and may perform all other duties necessary or appropriate to the office of President. The President may direct any additions to, subtractions from, or changes in the powers and duties of the other Officers.

(b) **Vice Presidents.** The Board may designate one or more Vice Presidents to perform the duties and exercise the authority of the President during the President's absence or disability. Additionally, each Vice President may actively manage the Foundation's activities within the purview of her designated office, and execute on the Foundation's behalf all contracts and agreements in the course thereof. For purposes of illustration, the "Vice President—General Counsel" is responsible for the legal affairs of the Foundation and may make regulatory filings, enter into agreements with regulators, external counsel, and the like. Each Vice President may perform other duties that the President assigns or the Board prescribes.

(c) **Secretary.** The Secretary must cause to be recorded and maintained minutes of all meetings of the Board and Committees. The Secretary must cause to be given all notices required by law, these Bylaws, or resolution of the Board and may perform other duties that the President assigns or the Board prescribes. The Secretary may execute with the President all conveyances, loans, and other contracts and agreements on the Foundation's behalf, except as otherwise required by law or directed by the Board.

(d) **Treasurer.** Except as otherwise prescribed by the Board, the Treasurer will oversee the custody of the corporate funds and securities; cause to be kept in books belonging to the Foundation a full and accurate account of all receipts, disbursements, and other financial transactions of the Foundation; deposit all funds to the credit of the Foundation in such depositories as the Board designates; disburse the funds of the Foundation as may be prescribed by the Board; and render to the President and the Board, whenever the President or Board requires, an account of all her transactions as Treasurer and of the financial condition of the Foundation. The Treasurer may file or cause to be filed on the Foundation's behalf tax-related forms and documents. The Treasurer may perform other duties that the President assigns or the Board prescribes.

(e) **Assistant Secretaries and Assistant Treasurers.** The Assistant Secretaries and the Assistant Treasurers, if any, will in the absence of the Secretary or Treasurer, as the case may be, perform the duties and exercise the powers of such Secretary or Treasurer and will perform other duties that the President assigns or the Board prescribes.

Without limiting the foregoing, and except as otherwise provided by resolution of the Board or by direction of an Officer authorized by the Board to prescribe the duties of other officers, each Officer has the power to: (i) execute, on the Foundation's behalf, all contracts and agreements within the purview of her respective office; (ii) ensure that all orders and resolutions of the Board within the purview of her respective office are carried into effect.

**5.4 No Compensation.** An Officer will receive no compensation for her services but will be reimbursed for actual, necessary and reasonable expenses incurred in her capacity as an Officer and as approved by the Board.

## **ARTICLE 6 INDEMNIFICATION**

**6.1 Scope of Indemnity.** The Foundation will indemnify the Foundation's Directors and Officers against expenses (including attorneys' fees, but not including taxes, penalties, or expenses of correction), judgments, fines, and amounts paid in settlement actually and reasonably incurred by them in connection with any actions or suits brought or threatened against them by reason of the fact that such person was serving as a Director, Officer, employee, non-director volunteer, or agent of the Foundation, to the fullest extent permitted by both the Michigan Nonprofit Corporation Act and Chapter 42 of the Internal Revenue Code (and regulations and rulings issued thereunder), if (i) such person acted (or refrained from acting) in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Foundation; and (ii) such person has not acted willfully and without reasonable cause with respect to the Foundation duties concerned, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe her conduct was unlawful. The Foundation may indemnify persons who are not Directors or Officers (including, but not limited to, any employee, volunteer, or agent of the Foundation) to the extent authorized by resolution of the Board or by contractual agreement authorized by the Board. A change in the Michigan Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws that reduces the scope of indemnification does not apply to any action or omission that occurs before the change.

6.2 **Insurance.** The Foundation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, non-director volunteer, or agent of the Foundation or is or was serving at the Foundation's request in any other enterprise against any liability (including penalties, taxes, expenses of correction, judgments, settlements, or expenses) asserted against her and incurred in such capacity or arising out of her status as such, whether or not the Foundation would have the power to indemnify her against such liability under the provisions of this Article 6 (*Indemnification*) or under the Michigan Nonprofit Corporation Act.

6.3 **Survival.** Indemnification provided in accordance with Section 6.1 (*Scope of Indemnity*) hereof will continue as to a person who has ceased to be a Director or Officer of the Foundation and, to the extent provided in a resolution of the Board of Directors or in any contract between the Foundation and such person, may continue as to a person who has ceased to be an employee, non-director volunteer or agent of the Foundation. Any indemnification of a person who was entitled to indemnification after such person ceased to be a Director, Officer, employee, non-director volunteer, or agent of the Foundation will inure to the benefit of the heirs, personal representatives and administrators of such person.

## **ARTICLE 7 GENERAL PROVISIONS**

7.1 **Checks.** All Foundation checks or demands for money and notes must be signed by an Officer or Officers or any other person or persons determined from time to time by resolution of the Board.

7.2 **Fiscal Year.** The Foundation's fiscal year will end on the 31st day of December of each year, unless and until otherwise determined by the Board.

7.3 **Conflict with Applicable Law or Articles of Incorporation.** These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict will be resolved in favor of such law or the Articles of Incorporation.

7.4 **Invalid Provisions.** If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, is held invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision will not be affected thereby.

7.5 **Notices.** Any notice required by law or by these Bylaws to be given to a Director or Officer of the Foundation, unless otherwise provided herein or by law, will be sufficient if given by depositing the notice in a United States post office box or receptacle in a sealed, postpaid envelope addressed to such Director or Officer at her last address as it appears on the records of the Foundation, or transmitted via electronic mail. Such notice will be deemed to have been given at the time of the mailing.

7.6 **Amendments.** The Board may amend, repeal, or restate these Bylaws only by vote of not less than a majority of Directors then in office.

**ARTICLE 8  
EXECUTION**

I HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of Automotive Women's Alliance Foundation, a Michigan nonprofit corporation (the "Foundation"), and that the above and foregoing Bylaws were adopted as the Bylaws of the Foundation, effective November 1, 2018, by the Board of Directors of the Foundation.



**AUTOMOTIVE WOMEN'S ALLIANCE FOUNDATION**

By:   
Secretary

Date: 10/24/2018



<b>MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS</b>				
<b>BUREAU OF COMMERCIAL SERVICES</b>				
Date Received	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.			
			Name	
			Address	
City	State	ZIP Code		
EFFECTIVE DATE:				

 Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office. 

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**  
**For use by Domestic Profit and Nonprofit Corporations**  
(Please read information and instructions on the last page)  
*Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:*

1. The present name of the corporation is:

2. The identification number assigned by the Bureau is:

3. Article \_\_\_\_\_ of the Articles of Incorporation is hereby amended to read as follows:

**6. Nonprofit corporation only: Member, shareholder, or board approval**

The foregoing amendment to the Articles of Incorporation was duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the (check one of the following)

**Member or shareholder approval for nonprofit corporations organized on a membership or share basis**

- ☐ members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

**Directors (Only if the Articles state that the corporation is organized on a directorship basis)**

- ☐ directors at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of all directors pursuant to Section 525 of the Act.

**Nonprofit Corporations**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_  
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

\_\_\_\_\_  
(Type or Print Name) (Type or Print Title)

Preparer's Name \_\_\_\_\_

Business telephone number (\_\_\_\_\_) \_\_\_\_\_

**INFORMATION AND INSTRUCTIONS**

1. This form may be used to draft your Certificate of Amendment to the Articles of Incorporation. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.  
  
Since the document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This Certificate is to be used pursuant to the provisions of section 631 of Act 284, P.A. of 1972, or Act 162, P.A. of 1982, for the purpose of amending the Articles of Incorporation of a domestic profit corporation or nonprofit corporation. Do not use this form for restated articles.
4. Item 2 - Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.
5. Item 3 - The article(s) being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.
6. If the amendment changes the term of existence to other than perpetual, all nonprofit corporations except churches must obtain a consent to dissolution, or a written statement that the consent is not required, from the Michigan Attorney General, Consumer Protection and Charitable Trusts Division, P.O. Box 30214, Lansing, MI 48909, (517) 373-1152. Application for the consent should be made at least 45 days before the desired effective date of the dissolution. This certificate cannot be filed unless it is accompanied by the consent or written statement.
7. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. **Signatures:**  
**Profit Corporations:** (Complete either Item 4 or Item 5)  
 1) Item 4 must be signed by at least a majority of the Incorporators listed in the Articles of Incorporation.  
 2) Item 5 must be signed by an authorized officer or agent of the corporation.  
  
**Nonprofit Corporations:** (Complete either Item 4 or Item 6)  
 1) Item 4 must be signed by all incorporators listed in the Articles of Incorporation.  
 2) Item 6 must be signed by either the president, vice-president, chairperson or vice-chairperson.
9. **FEES:** Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order.

NONREFUNDABLE FEE: \$10.00

ADDITIONAL FEES DUE FOR INCREASED AUTHORIZED SHARES OF PROFIT CORPORATIONS ARE:

<u>Amount of Increase</u>	<u>Fee</u>
1-60,000	\$50.00
60,001-1,000,000	\$100.00
1,000,001-5,000,000	\$300.00
5,000,001-10,000,000	\$500.00
More than 10,000,000	\$500.00 for first 10,000,000 plus \$1000.00 for each additional 10,000,000, or portion thereof

Submit with check or money order by mail:

Michigan Department of Licensing and Regulatory Affairs  
 Bureau of Commercial Services  
 Corporation Division  
 P.O. Box 30054  
 Lansing, MI 48909

To submit in person:

2501 Woodlake Circle  
 Okemos, MI  
 Telephone: (517) 241-6470

Fees may be paid by check, money order, VISA or  
 Mastercard when delivered in person to our office.

**MICH-ELF (Michigan Electronic Filing System):**

First Time Users: Call (517) 241-6470, or visit our website at <http://www.michigan.gov/corporations>  
 Customer with MICH-ELF Filer Account: Send document to (517) 636-6437

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

**Optional expedited service.**

Expedited review and filing, if fileable, is available for all documents for profit corporations, limited liability companies, limited partnerships and nonprofit corporations.

The nonrefundable expedited service fee is in addition to the regular fees applicable to the specific document.

Please complete a separate BCS/CD-272 form for expedited service for each document submitted in person, by mail or MICH-ELF.

**24-hour service - \$50 for formation documents and applications for certificate of authority.**

**24-hour service - \$100 for any document concerning an existing entity.**

**Same day service**

- **Same day - \$100 for formation documents and applications for certificate of authority.**
- **Same day - \$200 for any document concerning an existing entity.**

Review completed on day of receipt. Document and request for same day expedited service must be received by 1 p.m. EST OR EDT.

- **Two hour - \$500**

Review completed within two hours on day of receipt. Document and request for two hour expedited service must be received by 3 p.m. EST OR EDT.

- **One hour - \$1000**

Review completed within one hour on day of receipt. Document and request for 1 hour expedited service must be received by 4 p.m. EST OR EDT.

First time MICH-ELF user requesting expedited service must obtain a MICH-ELF filer number prior to submitting a document for expedited service. BCS/CD-901.

Changes to information on MICH-ELF user's account must be submitted before requesting expedited service. BCS/CD-901.

Documents submitted by mail are delivered to a remote location for receipts processing and are then forwarded to the Corporation Division for review. Day of receipt for mailed expedited service requests is the day the Corporation Division receives the request.



**CITY COUNCIL AGENDA ITEM**

Date: May 26, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
G. Scott Finlay, City Engineer  
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of Two Permanent Easements from Gary Abitheira, Sidwell #88-20-28-427-029 & -030

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**History**

As part of the redevelopment of two residential properties zoned R-1E and located in the southeast ¼ of Section 28 on Olympia, west of Livernois, the City of Troy received two permanent easements for storm sewers and surface drainage, Gary Abitheira owner of the properties having Sidwell #88-20-28-427-029 and -030.

**Financial**

The consideration amount on each document is \$1.00.

**Recommendation**

City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements for improvement and development purposes.



500 West Big Beaver  
Troy, MI 48084  
troymi.gov

J-11

## CITY COUNCIL AGENDA ITEMS

Date: June 6, 2023

To: Troy City Council

From: Mark F. Miller, City Manager  
Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Rob Maleszyk, Chief Financial Officer

Subject: Protecting MI Pension Grant Program

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In February of 2023, The Michigan Department of Treasury launched the *Protecting MI Pension Grant Program* for local units of government. Under the Fiscal Year 2022-23 budget, the Michigan Department of Treasury was appropriated \$750 million to establish and operate a local grant program for qualified pension systems with a funded ratio below 60%, as of December 31, 2021, as defined in the Protecting Local Government Retirement and Benefits Act

Under the requirements of the program, the City of Troy's Volunteer Firefighter Incentive Program (VFIP) is deemed eligible to submit a claim for a grant award. As such, City staff proposes submitting a request in the amount of approximately \$540,000.00. This amount increases the qualified pension system to a funded ratio of 60%, as of December 31, 2021.

As part of the program's eligibility requirements, applicants are required to designate a *Chief Administrative Officer* to file a claim for the grant award on behalf of the City. As such, Robert C. Maleszyk, Chief Financial Officer for the City of Troy, will act as the *Chief Administrative Officer* when applying for the *Protecting MI Pension Grant Program*.

If the City of Troy is successful in the grant request, funds will be disbursed via the Department of Treasury no later than August 30, 2023.





# CITY COUNCIL AGENDA ITEM

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May 31, 2023

TO: Mark F. Miller, City Manager

FROM: Robert J. Bruner, Deputy City Manager  
Megan E. Schubert, Assistant City Manager  
Mark Adams, Economic Development Manager

SUBJECT: ANNOUNCEMENT OF PUBLIC HEARING (JUNE 26, 2023) – Adoption of Brownfield Redevelopment Plan #11 for Village of Troy Development, Parcel Numbers 88-20-15-201-033 and 88-20-15-201-046 off of East Long Lake Road

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A Public Hearing for this item is scheduled for the June 26, 2023 Troy City Council regular meeting. The Public Notice is attached.

## **Legal Review**

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

## **Attachments:**

1. Troy Brownfield Redevelopment Plan #11 – Village of Troy
2. City Council Site Plan Approval Village of Troy PUD
3. Troy Brownfield Redevelopment Authority Draft Minutes from the May 24, 2023 Special Brownfield Meeting
4. Public Notice

**CITY OF TROY  
BROWNFIELD REDEVELOPMENT AUTHORITY**

**BROWNFIELD PLAN**

**VILLAGE OF TROY  
LOCATED AT THE SOUTHWEST CORNER OF EAST LONG LAKE  
AND ROCHESTER ROAD  
TROY, MICHIGAN**

**April 5, 2023**

Approved by BRA:  
Approved by City Council:

**Prepared on Behalf of:**

**Robertson Brothers Homes**  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, MI 48301  
Contact Person: Mr. Tim Loughrin  
Telephone: (248) 282-1428

**Prepared By:**

**PM Environmental, a Pinchin Company**  
4080 West Eleven Mile Road  
Berkley, Michigan 48072  
Contact Person: Ginny Dougherty  
Telephone: (248) 414-1436



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## APPENDICIES

Appendix A	Legal Description
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## TABLES

Table 1: Estimated Costs of Eligible Activities
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Table 3: Tax Increment Reimbursement Estimates

## **PROJECT SUMMARY**

Project Name:	Village of Troy
Project Location:	The property is located at Unknown Address in Township two north (T2N), Range eleven east (R11E), Section 15, Troy, Oakland County Michigan 48085 (the "Property").
Type of Eligible Property:	The property is determined to be "Blighted"
Eligible Activities:	Pre-Approved Activities, Demolition, and Preparation of a Brownfield Plan.
Developer Reimbursable Costs:	\$2,451,359 (includes eligible activities and 15% contingency)
LBRF Reimbursement:	\$2,451,359
Years to Complete Reimbursement:	5 Years from start of capture
Estimated Capital Investment:	Approximately \$68 million (including Acquisition, Hard and Soft Costs)
Project Overview:	This project includes the construction of 56 two story townhomes, 70 three story townhomes and 20 detached single-family homes. The development will allow for the continued growth of the City of Troy. It is estimated that 1,269 construction jobs will be created. This project is expected to assist in meeting the forecasted demand for new homes in the Oakland County market (HUD Comprehensive Housing Market Analysis Warren-Troy-Farmington Hills, Michigan   July 2021)

## **I. INTRODUCTION AND PURPOSE**

In order to promote the revitalization of environmentally distressed, historic, functionally obsolete and blighted areas within the boundaries of Troy (“the City”), the City has established the Troy Brownfield Redevelopment Authority (TBRA) the “Authority” pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (“Act 381”).

The purpose of this Brownfield Plan (the “Plan”) is to promote the redevelopment of and investment in the eligible “Brownfield” Property within the City and to facilitate financing of eligible activities at the Brownfield Property. Inclusion of Brownfield Property within any Plan in the City will facilitate financing of eligible activities at eligible properties and will provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of the Brownfield Property, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to apply to the eligible property identified in this Plan and to identify and authorize the eligible activities to be reimbursed utilizing tax increment revenues. Any change in the proposed developer or proposed use of the eligible property shall not necessitate an amendment to this Plan, affect the application of this Plan to the eligible property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with and as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Brownfield Plan contains information required by Section 13(2) of Act 381, as amended.

## **II. GENERAL PROVISIONS**

### **A. Description of the Eligible Property (Section 13 (2)(h)) and Project**

The Eligible Property consists of two (2) legal parcels totaling approximately 20.48 acres with no known street address. The parcels are located at the southwest corner of East Long Lake Road and Rochester Road in Troy, Oakland County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the “Property.”

The Property is located on the East Long Lake Road corridor, bounded by East Long Lake Road and the property line to the north and the property line to the east, south, and west. Individual parcel information is outlined below.

<b>Property Address</b>	<b>Parcel ID</b>	<b>Approximate Acreage</b>	<b>Eligibility</b>
Unknown Address	88-20-15-201-033	5 acres	Blighted
Unknown Address	88-20-15-201-046	15.48 acres	Blighted

The Property’s legal description is included in Appendix A. A property location map is included in Appendix B.

The parcels were rezoned to PUD to permit the proposed future use. The Property is undeveloped with no business operations present in an area characterized by commercial and single-family residential uses.

**Northern Parcel (88-20-15-201-046)**

Standard and other historical sources were able to document that the parcel was developed prior to 1940 for agricultural purposes. A residential dwelling and associated garage/barn structure were constructed in the northern portion between 1940 and 1949. The parcel remained utilized for agricultural purposes between 1980 and 1990 and for residential purposes until between 1997 and 2000 when the dwelling and garage/barn structure were demolished. By 1997 a road was constructed in the eastern portion and by 2000 the land was cleared. The parcel has been vacant since at least 2000 and appears to have been used for staging areas during multiple road construction projects.

**Western Parcel (88-20-15-201-033)**

Standard and other historical sources were able to document that the parcel is currently and has historically been vacant. By 1980 the land was cleared, and the parcel was utilized for truck/trailer parking associated with a neighboring industrial building. The land was cleared again between 1997 and 2000. The parcel appears to have been used for staging areas during multiple road construction projects.

Robertson Brothers Homes is the project developer (“Developer”). Robertson Brothers Homes pride themselves on being an expert new home builder. Headquartered in Bloomfield Hills, MI, they have been awarded for developing the finest communities of condos and single-family homes in Southeast Michigan for over 70 years. Since 1945, Robertson Homes has been building both condominium and single-family home developments in Southeastern Michigan. Based in Bloomfield Hills, MI, the family-run company is led by President James V. Clarke and Chief Operating Officer Darian L. Neubecker. The company possesses the ability to accommodate various types of living spaces, from single-family homes to condos, to meet the ever-changing demands of the Metro Detroit marketplace. Coupled with green building methods, customizable building plans allow us Robertson to provide future home buyers with the flexibility they need to personalize their living space and make their home one of a kind, from selecting cabinetry and flooring to picking out paint samples and fixtures. Offering the professionalism of a national company with a personal hometown feel, the Developer specializes in turning prospective home buyers into happy homeowners.

The proposed redevelopment includes the creation of The Village of Troy, including construction of 56 two story townhomes, 70 three story townhomes and 20 detached single-family homes, for a total of 146 new owner-occupied residences in the City of Troy market. The proposed project also includes the creation of a community park featuring multiple amenity areas. Trees will be planted along the internal streets and along primary right of ways at Long Lake and Rochester Roads for appropriate screening. Decorative fencing will also be provided along Long Lake with Monument Signs and green belts along both roads.

Construction activities are anticipated to begin in Fall 2023. Construction will continue over an approximately 4-year period. The Developer will invest an estimated \$68 million in the development and create approximately 1,269 construction jobs.

Preliminary site plans and renderings are included in Appendix C.

**B. Basis of Eligibility (Section 13 (2)(h) and Section 2(o))**

The Property is considered “Eligible Property” as defined by Act 381, Section 2 because: the parcel comprising the Property has been determined to be “blighted” by the City of Troy Building Official.

The Property was determined to be blighted due to buried concrete, debris, and asphalt located throughout the site. The blighted determination is provided in Appendix D.

**C. Summary of Eligible Activities and Description of Costs (Sec. 13 (2)(a-b))**

Tax Increment Financing revenues will be used to reimburse the costs of “Eligible Activities” (as defined by Section 2 of Act 381) as permitted under the Brownfield Redevelopment Financing Act that include: Pre-Approved Activities, Demolition, and Preparation and Implementation of a Brownfield Plan. A complete itemization of these activities and associated expenses is included in Table 1.

The following eligible activities and budgeted costs are intended as part of the development of the property and are to be financed solely by the developer. All activities are intended to be “Eligible Activities” under the Brownfield Redevelopment Financing Act. The Authority is not responsible for any cost of eligible activities and will incur no debt.

1. Pre-Approved Activities include a Phase I and II Environmental Site Assessment (ESA) and additional assessments required as part of the pre-purchase due diligence conducted on the property at a total cost of \$70,000.
2. Demolition Activities includes Site Demolition, including but not limited to removal, handling and disposing of concrete, asphalt rubble, subsurface debris, and existing site improvements estimated at 70,000 truck yards of material to be removed and disposed or reused onsite. Demolition Activities also includes fill or necessary improvements for soil stability and suitability, incorporating specialized foundations where necessary, compaction, and grading associated with areas where improvements, rubble, and subsurface debris were located. Associated soft costs, including engineering, staking, permitting, construction management, and General Contractor fees directly related to site demolition activities, as described within this Plan, are included. The estimated cost for Demolition Activities is \$2,044,660.
3. Preparation and Implementation of the Brownfield Plan and associated activities (e.g. meetings with BRA, review by City Attorney etc.) at a cost of approximately \$30,000.
4. A 15% contingency of \$306,699 is established to address unanticipated conditions that may be discovered through the implementation of site activities. This excludes the cost of Baseline Environmental Assessment Activities and preparation of the Brownfield Plan.

All activities are “Eligible Activities” as defined under the Brownfield Redevelopment Financing Act. The total estimated cost of Eligible Activities subject to reimbursement from tax increment revenues is \$2,144,660 with a potential \$306,699 contingency, resulting in a total cost of \$2,451,359. Therefore, the total cost for reimbursement to the applicant is a not-to-exceed amount of \$2,451,359 (including contingency), unless the Plan is amended and approved by the BRA and City Council.



**D. Estimate of Captured Taxable Value and Tax Increment Revenues (Sec. 13 (2)(c))**

Incremental taxes on real property included in the redevelopment project will be captured under this Plan to reimburse eligible activity expenses. The base taxable value of the Property shall be determined by the use of the 2023 tax year tax values, which is \$551,410. Tax increment revenue capture will begin when tax increment is generated by redevelopment of the Property, which is expected to begin in 2024 or when portions of the redevelopment is completed, whichever occurs first. The estimated taxable value of the completed development is \$37,075,033, estimated to occur by 2028. This assumes a phase-in for completion of the redevelopment, which has been incorporated into the tax increment financing assumptions for this Plan. Table 2 details the estimate of available tax increment revenues for each year of the Plan from the eligible property.

**E. Method of Brownfield Plan Financing and Description of Advances by the Municipality (Sec. 13 (2)(d))**

Eligible activities will be financed by Robertson Brothers Homes. The Developer will be reimbursed for eligible costs as described in Section C and outlined in Table 1. Costs for Eligible Activities funded by the Developer will be repaid under the Michigan Brownfield Redevelopment Financing Program (Michigan Public Act 381, as amended) with incremental taxes generated by future development of the Property. The estimated amount of tax increment revenue capture that will be used to reimburse the Developer and Brownfield Redevelopment Authority (administrative fees) is \$2,542,370.

The TBRA has established a Local Brownfield Revolving Fund (LBRF), formerly named a Local Site Remediation Revolving Fund (LSSRF). Capture for the LBRF is included in this plan for five (5) years following developer reimbursement or until maximum capture is reached, estimated at \$2,451,359. The funds deposited into the LBRF as part of this Plan will be used in accordance with the requirements of Act 381, as amended.

No advances will be made by the TBRA for this project. All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement.

**F. Maximum Amount of Note or Bonded Indebtedness (Sec. 13 (2)(e))**

No note or bonded indebtedness will be incurred by any local unit of government for this project.

**G. Duration of Brownfield Plan (Sec. 13 (2)(f))**

In no event shall the duration of the Plan, exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The Property will become part of this Plan on the date this Plan is approved by the City of Troy City Council.

**H. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions (Sec. 13 (2)(g))**

Taxes will continue to be generated to taxing jurisdictions on local captured millage rates at the base taxable value of \$551,410 throughout the duration of this Plan totaling approximately \$106,112 or \$13,264 annually.

**Brownfield Plan for the proposed Village of Troy**  
**Located at the southwest corner of Long Lake Road and Rochester Road, Troy, Michigan**  
**PM Project No. 01-10416-4-0001; April 5, 2023**

Non-capturable millages; including debt millages, the zoo authority and art institute, will have an immediate increase in tax revenue following redevelopment of approximately \$990,320 throughout the duration of this Plan. State millages, including the State Education Tax, will have an immediate increase in tax revenue following redevelopment of approximately \$1,353,821 throughout the duration of this Plan.

A summary of the impact to taxing jurisdictions for the life of the Plan is summarized below, the amount captured is the sum of developer eligible activity reimbursement and administrative fees.

Millage	Rate	Developer Reimbursement	Administrative Fee	Local Brownfield Revolving Fund	Base Taxes Preserved for Taxing Unit
State Education Tax (SET)	6.0000	\$0	\$0	\$0	\$26,468
School Operating Tax*	0.0000	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>6.0000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,468</b>
County Operating	3.9686	\$404,433	\$15,015	\$404,433	\$17,507
ISD Operating	0.1881	\$19,169	\$712	\$19,169	\$830
ISD Voted	2.9777	\$303,452	\$11,266	\$303,452	\$13,135
OCC Voted	1.4891	\$151,751	\$5,634	\$151,751	\$6,569
City General	6.5000	\$662,403	\$24,593	\$662,403	\$28,673
City Capital	1.2270	\$125,041	\$4,642	\$125,041	\$5,413
Refuse	1.0900	\$111,080	\$4,124	\$111,080	\$4,808
Library	1.0796	\$110,020	\$4,085	\$110,020	\$4,762
School Sinking	0.9651	\$98,352	\$3,651	\$98,352	\$4,257
School Supplemental*	3.0693	\$312,787	\$11,613	\$312,787	\$13,540
County Pk & Rec	0.3431	\$34,965	\$1,298	\$34,965	\$1,514
HCMA	0.2070	\$21,095	\$783	\$21,095	\$913
Oakland Transit	0.9500	\$96,813	\$3,594	\$96,813	\$4,191
<b>Subtotal</b>	<b>24.0546</b>	<b>\$2,451,359</b>	<b>\$91,011</b>	<b>\$2,451,359</b>	<b>\$106,112</b>
<b>Total Capturable Millages</b>	<b>30.0546</b>	<b>\$2,451,359</b>	<b>\$91,011</b>	<b>\$2,451,359</b>	<b>\$132,579</b>
Non-Capturable Millages	Rate				Base Taxes Preserved for Taxing Unit
School Debt	4.1000				\$18,086
Zoo Authority (County)	0.0945				\$417
Art Institute (County)	0.1945				\$858
<b>Total Non-Capturable Millages</b>	<b>4.3890</b>				<b>\$19,361</b>

See Table 2 for a complete breakdown of estimated available tax increment revenue and Table 3 for the estimated annual reimbursement.

**I. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property (Sec. 13 (2)(h))**

The legal description of the Property included in this Plan is attached in Appendix A.

A property location map is included in Appendix B.

Documentation of characteristics that qualify the property as eligible property is provided in Appendix D.

Personal property may be included as part of the eligible property to the extent that it is taxable personal property.

**J. Displacement/Relocation of Individuals on Eligible Property (Sec. 13 (2)(i-l))**

No displacement of residents or families will occur as part of this project.

**K. Other Material that the Authority or Governing Body Considers Pertinent (Sec. 13 (2)(n))**

The Brownfield Redevelopment Authority and the City Council as the Governing Body, in accordance with the Act, may amend this Plan in order to fund additional eligible activities associated with the Project described herein.

# Attachment A



**Legal Description No Address, Troy, Oakland County, Michigan:**

Parcel: 88-20-15-201-033

T2N, R11E, SEC 15 PART OF NE 1/4 BEG AT PT DIST S 89-38-34 W 1320 FT & S 00-36-30 E 630 FT FROM NE SEC COR, TH S 00-36-30 E 360 FT, TH S 01-06-30 E 330 FT, TH S 89-10-30 W 330 FT, TH N 01-06-30 W 330 FT, TH N 00-36-30 W 300 FT, TH N 89-38-34 E 30 FT, TH N 00-36-30 W 30 FT, TH N 89 38-34 E 270 FT, TH N 00-36-30 W 30 FT, TH N 89-38-34 E 30 FT TO BEG 5 A

**Legal Description No Address, Troy, Oakland County, Michigan:**

Parcel: 88-20-15-201-046

T2N, R11E, SEC 15 PART OF NE 1/4 BEG AT PT DIST S 00-36-30 E 660 FT FROM NE SEC COR, TH S 00-36-30 E 80 FT, TH S 89-37-30 W 375 FT, TH S 00-36-30 E 100 FT, TH S 89-37-30 W 75 FT, TH S 00-36-30 E 80 FT, TH S 89-37-30 W 870 FT, TH N 00-36-30 W 920 FT, TH N 89-37-30 E 684 FT, TH S 00-36-30 E 660 FT, TH N 89- 37-30 E 636 FT TO BEG EXC N 60 FT TAKEN FOR RD, ALSO EXC ELY 43 FT TAKEN FOR RD (L7091 P 790) 15.62 A 2-9-00 FR 010 TO 014 INCL, 035 & 037 4-11-16 CORR 4-29-21 CORR

## Attachment B





# SWC of E Long Lake and Rochester



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



**David Coulter**  
Oakland County Executive

Date Created: 8/3/2022





# Attachment C



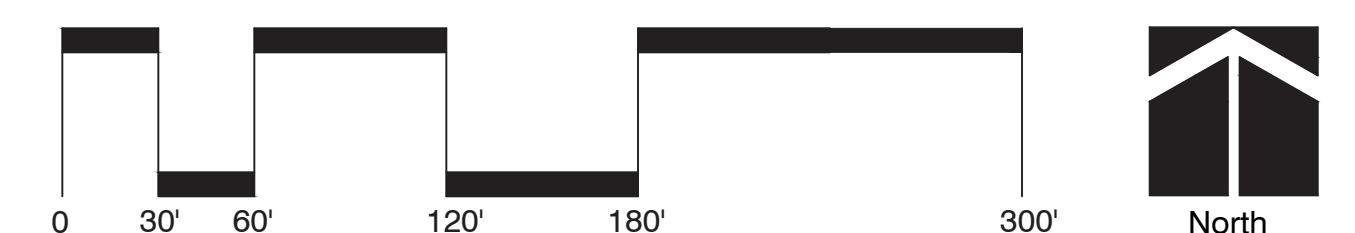




# Village of Troy

Rendered Site Plan  
City of Troy, Michigan

November 2022





## Attachment D





**Project name:** The Village of Troy

**Location:** City of Troy Michigan parcels 88-20-15-201-033 and 88-20-15-201-046, southwest corner of Long Lake Rd and Rochester (Goodman Property).

**Document type:** Building Official report to obtain a blight determination for Brownfield eligibility purposes.

**Requesting authority:** Mark Miller City Manager for the City of Troy.

The following report was generated under the guidelines of the Brownfield Redevelopment Financing Act 381 of 1996.

Review of supporting documents:

- Per the test pit exploration supporting document the following significant statements were selected.
  - I. Test pits performed at the southwest, middle and southeast portions of the site encountered four feet four inches to eleven feet six inches of what appeared to be fill materials consisting of surficial topsoil and brown and dark brown silty clay with varying amounts of topsoil, **concrete pieces, debris and asphalt.**
  - II. The McDowell & Associates performed 12 soil test borings at the site as part of the soil investigation dated May 5, 2021. The report indicated the **presence of non-engineered fill and buried organic soils, concrete pieces and debris materials** down to depths of about four feet to twelve feet in the majority of the soil borings with the exception of Borings 2 and 11. Other 7 borings from February 28, 2019 **encountered non-engineered fill and unsuitable soils** to depths of about fourteen feet, specially in the southwest corner of the property.
  - III. Both soils investigation reports indicated a trace of odor in the southwest corner of the property.
  - IV. Neither report from 2019 and 2021 included an environmental assessment of the site.



- Conclusion statement as given by the City of Troy Building Official.

Based on the information obtained by the attached pit exploration document and a visit to the site. The Building Official Salim O Huerta determines that the site located at parcels 88-20-15-201-033 and 88-20-15-201-046 is blighted and defines it as such. Therefore, the City of Troy Brownfield redevelopment authority is to consider the Building Official's decision for the eligibility for a blight ruling under definition 125.2652 Definitions (vii) "Has substantial buried subsurface demolition debris present so that the property is unfit for its intended use".

The presented blight determination as given by the City of Troy Building Official is based solely on information as given by the applicant and a visual recognizance of the site. Further exploratory and testing methods could be required for confirmation of accuracy and site affected soil volumes.

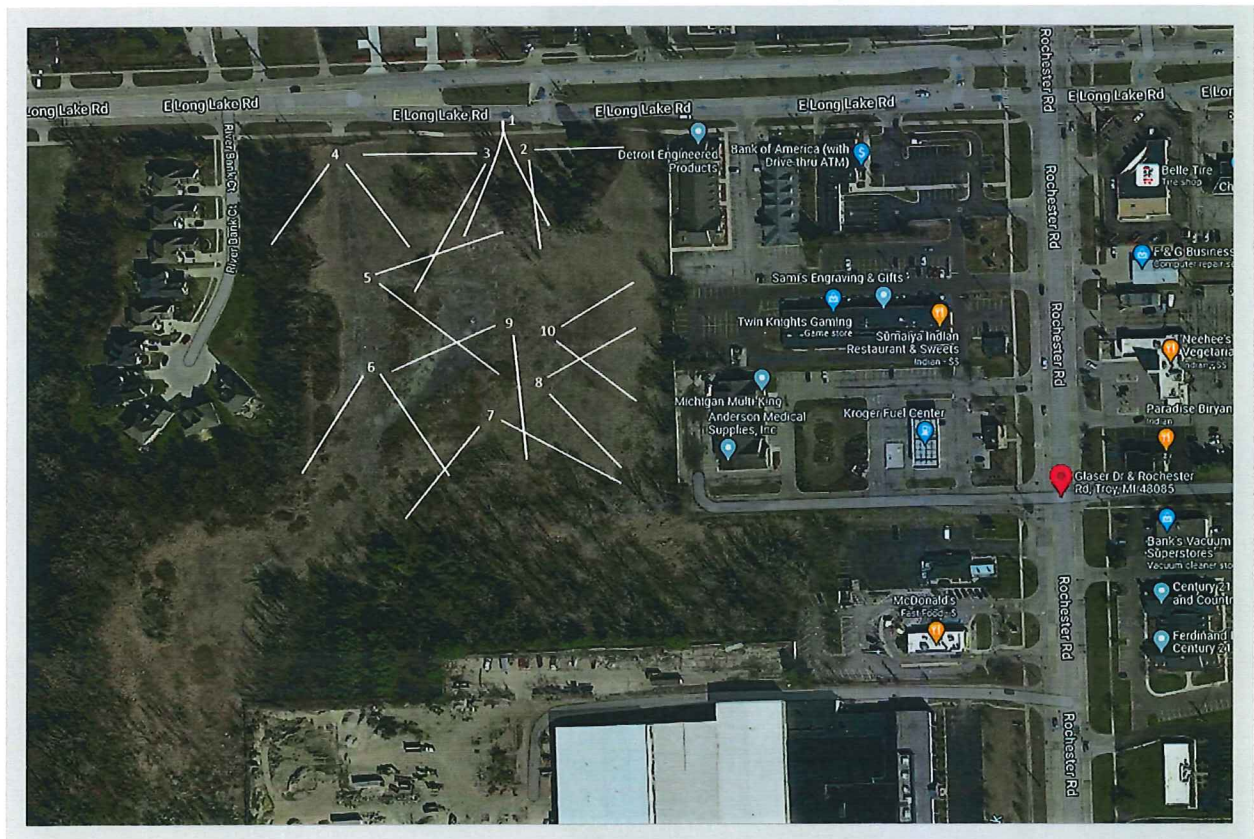
  
B.O. Salim O Huerta

**Salim Huerta**  
**Building Official | City of Troy**  
O: 248.524.3354  
C: 734.363.0823  


**Annexed supporting documents:**

- Site pictures
- Soil Boring and Test Pit Location Plan. (Job No. 33613)
- Test Pit Exploration. (Job No. 33613)

- Current site pictures:

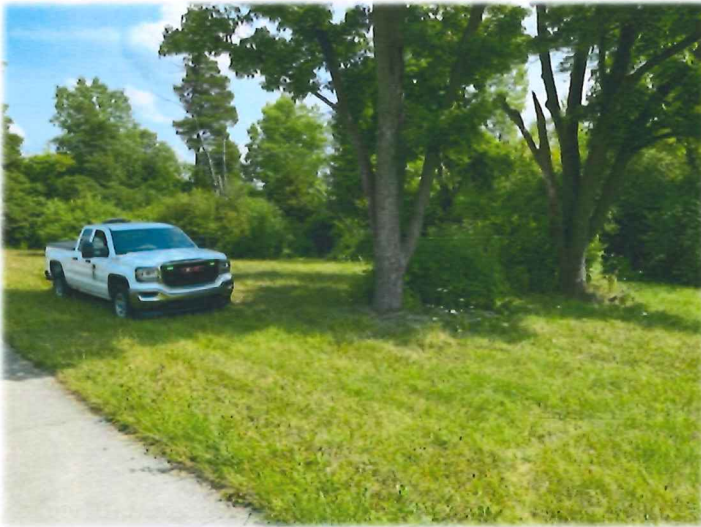


**Site aerial with picture orientation.**





picture #1



picture #2



picture #3





picture #4



picture #5



picture #6



picture #7



picture #8



picture #9



picture #10

# Tables

**Table 1: Eligible Activities Cost Estimates**

Item/Activity	Total Request
<b>Pre-Approved Activities</b>	
Phase I ESA, Phase II ESA/BEA/DDCC, Additional Assessment	\$ 70,000
<b>Pre-Approved Activities Sub-Total</b>	<b>\$ 70,000</b>
<b>Demolition</b>	
Site Demolition Activities including Fill, Compaction, Grading, Geofabric, and Additional Concrete for Specialized Foundations to Balance Site Where Improvements Were Located	\$ 1,890,000
Fees related to Demolition Engineering and Design	\$ 52,192
Professional Fees Directly Related to Building and/or Site Demolition Activities, including staking, permitting, construction management fees, and GC insurance	\$ 102,468
<b>Demolition Sub-Total</b>	<b>\$ 2,044,660</b>
<b>Preparation of Brownfield Plan and Act 381 Workplan</b>	
Brownfield Plan and Act 381 Work Plan Preparation and Implementation	\$ 30,000
<b>Brownfield Plan and Act 381 Workplan Sub-Total</b>	<b>\$ 30,000</b>
<b>Eligible Activities Sub-Total</b>	<b>\$ 2,144,660</b>
15% Contingency*	\$ 306,699
<b>Developer Eligible Reimbursement Total</b>	<b>\$ 2,451,359</b>
TIF Capture for Local Site Remediation Revolving Fund	\$ 2,451,359
Administrative Fee	\$ 91,011
<b>Total</b>	<b>\$ 4,993,729</b>

\*15% Contingency excludes preparation of Brownfield Plan/381 Work Plan and Pre-Approved Activities



Tax Increment Revenue Capture Estimates - Table 2  
Village of Troy, Long Lake Road, Troy;  
Oakland County, Michigan  
April 2023

Estimated Taxable Value (TV) Increase Rate:		1.5% per year										
	Capture Year	0	1	2	3	4	5	6	7	8	TOTAL	
	Calendar Year	2023	2024	2025	2026	2027	2028	2029	2030	2031		
	*Base Taxable Value	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ 551,410	\$ -	
	Estimated New TV		\$ 5,324,400	\$ 14,461,560	\$ 23,919,628	\$ 33,533,748	\$ 37,075,033	\$ 37,816,534	\$ 38,572,865	\$ 39,344,322	\$ -	
Incremental Difference (New TV - Base TV)			\$ 4,772,990	\$ 13,910,150	\$ 23,368,218	\$ 32,982,338	\$ 36,523,623	\$ 37,265,124	\$ 38,021,455	\$ 38,792,912	\$ -	
School Capture		Millage Rate										
	State Education Tax (SET)	6.0000	\$ 3,308	\$ 28,638	\$ 83,461	\$ 140,209	\$ 197,894	\$ 219,142	\$ 223,591	\$ 228,129	\$ 232,757	\$ 1,353,821
	School Operating Tax*	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total		6.0000	\$ 3,308	\$ 28,638	\$ 83,461	\$ 140,209	\$ 197,894	\$ 219,142	\$ 223,591	\$ 228,129	\$ 232,757	\$ 1,353,821
Local Capture		Millage Rate										
	County Operating	3.9686	\$ 2,188	\$ 18,942	\$ 55,204	\$ 92,739	\$ 130,894	\$ 144,948	\$ 147,890	\$ 150,892	\$ 153,954	\$ 895,462
	ISD Operating	0.1881	\$ 104	\$ 898	\$ 2,616	\$ 4,396	\$ 6,204	\$ 6,870	\$ 7,010	\$ 7,152	\$ 7,297	\$ 42,442
	ISD Voted	2.9777	\$ 1,642	\$ 14,213	\$ 41,420	\$ 69,584	\$ 98,212	\$ 108,756	\$ 110,964	\$ 113,216	\$ 115,514	\$ 671,879
	OCC Voted	1.4891	\$ 821	\$ 7,107	\$ 20,714	\$ 34,798	\$ 49,114	\$ 54,387	\$ 55,491	\$ 56,618	\$ 57,767	\$ 335,996
	City General	6.5000	\$ 3,584	\$ 31,024	\$ 90,416	\$ 151,893	\$ 214,385	\$ 237,404	\$ 242,223	\$ 247,139	\$ 252,154	\$ 1,466,639
	City Capital	1.2270	\$ 677	\$ 5,856	\$ 17,068	\$ 28,673	\$ 40,469	\$ 44,814	\$ 45,724	\$ 46,652	\$ 47,599	\$ 276,856
	Refuse	1.0900	\$ 601	\$ 5,203	\$ 15,162	\$ 25,471	\$ 35,951	\$ 39,811	\$ 40,619	\$ 41,443	\$ 42,284	\$ 245,944
	Library	1.0796	\$ 595	\$ 5,153	\$ 15,017	\$ 25,228	\$ 35,608	\$ 39,431	\$ 40,231	\$ 41,048	\$ 41,881	\$ 243,597
	School Sinking	0.9716	\$ 536	\$ 4,637	\$ 13,515	\$ 22,705	\$ 32,046	\$ 35,486	\$ 36,207	\$ 36,942	\$ 37,691	\$ 219,229
	School Supplemental*	2.6938	\$ 1,485	\$ 12,857	\$ 37,471	\$ 62,949	\$ 88,848	\$ 98,387	\$ 100,385	\$ 102,422	\$ 104,500	\$ 607,820
	County Pk & Rec	0.3470	\$ 191	\$ 1,656	\$ 4,827	\$ 8,109	\$ 11,445	\$ 12,674	\$ 12,931	\$ 13,193	\$ 13,461	\$ 78,296
	HCMA	0.2089	\$ 115	\$ 997	\$ 2,906	\$ 4,882	\$ 6,890	\$ 7,630	\$ 7,785	\$ 7,943	\$ 8,104	\$ 47,136
	OCPTA	0.9765	\$ 538	\$ 4,661	\$ 13,583	\$ 22,819	\$ 32,207	\$ 35,665	\$ 36,389	\$ 37,128	\$ 37,881	\$ 220,334
Local Total		23.7179	\$ 13,078	\$ 113,205	\$ 329,920	\$ 554,245	\$ 782,272	\$ 866,264	\$ 883,850	\$ 901,789	\$ 920,086	\$ 5,351,631
Non-Capturable Millages		Millage Rate										
	School Debt	4.1000	\$ 2,261	\$ 19,569	\$ 57,032	\$ 95,810	\$ 135,228	\$ 149,747	\$ 152,787	\$ 155,888	\$ 159,051	\$ 925,111
	Zoo Authority (County)	0.0956	\$ 53	\$ 456	\$ 1,330	\$ 2,234	\$ 3,153	\$ 3,492	\$ 3,563	\$ 3,635	\$ 3,709	\$ 21,571
	Art Institute (County)	0.1897	\$ 105	\$ 905	\$ 2,639	\$ 4,433	\$ 6,257	\$ 6,929	\$ 7,069	\$ 7,213	\$ 7,359	\$ 42,803
Total Non-Capturable Taxes		4.3853	\$ 2,418	\$ 20,931	\$ 61,000	\$ 102,477	\$ 144,637	\$ 160,167	\$ 163,419	\$ 166,735	\$ 170,119	\$ 989,485
Total Capturable Millages		29.7179										
Total Tax Increment Revenue (TIR) Available for Capture			\$ 141,843	\$ 413,380	\$ 694,454	\$ 980,166	\$ 1,085,405	\$ 1,107,441	\$ 1,129,918	\$ 1,152,844	\$ -	

\*The project is anticipated to be for-sale single family homes that would be subject to a PRE exemption of the School Operating Tax. As such, the School Supplemental millage is noted as levied on the project and is included for Tax Increment Capture as a locally levied millage.

Tax Increment Revenue Reimbursement Estimates - Table 3  
Village of Troy, Long Lake Road, Troy;  
Oakland County, Michigan  
April 2023

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	19.96%	\$ -	\$ -	\$ -
Local	80.04%	\$ -	\$ 2,451,359	\$ 2,451,359
TOTAL		\$ -		\$ 2,451,359

Estimated Total
Years of Plan: 8

	Capture Year	1	2	3	4	5	6	7	8	
		2024	2025	2026	2027	2028	2029	2030	2031	TOTAL
Total Local Incremental Revenue		\$ 114,812	\$ 334,603	\$ 562,113	\$ 793,377	\$ 878,561	\$ 896,398	\$ 914,591	\$ 933,148	\$ 3,579,864
BRA Administrative Fee (1% of Unreimbursed Expenses)		\$ 24,514	\$ 23,611	\$ 20,501	\$ 15,085	\$ 7,302	\$ -	\$ -	\$ -	\$ 91,011
Local TIR Available for Reimbursement		\$ 90,299	\$ 310,992	\$ 541,612	\$ 778,292	\$ 871,260	\$ 896,398	\$ 914,591	\$ 933,148	\$ 3,488,853
Total Local TIR Available		\$ 90,299	\$ 310,992	\$ 541,612	\$ 778,292	\$ 871,260	\$ 896,398	\$ 914,591	\$ 933,148	\$ 3,488,853
DEVELOPER	Beginning Balance									
DEVELOPER Reimbursement Balance	\$ 2,451,359	\$ 2,361,060	\$ 2,050,068	\$ 1,508,455	\$ 730,163	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Only Costs	\$ 2,451,359	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ 90,299	\$ 310,992	\$ 541,612	\$ 778,292	\$ 730,163	\$ -			\$ 2,451,359
Total MSF Reimbursement Balance		\$ 2,361,060	\$ 2,050,068	\$ 1,508,455	\$ 730,163	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement		\$ 90,299	\$ 310,992	\$ 541,612	\$ 778,292	\$ 730,163	\$ -	\$ -	\$ -	\$ 2,451,359
LOCAL BROWNFIELD REVOLVING FUNI										
LBRF Deposits *										
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 141,097	\$ 896,398	\$ 914,591	\$ 499,274	\$ 2,451,359
Total LBRF Capture										

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.





500 West Big Beaver  
Troy, MI 48084  
troymi.gov

Planning Department  
248.524.3364  
planning@troymi.gov

April 5, 2023

Tim Loughrin  
Robertson Brothers Company  
6905 Telegraph Road, Suite 200  
Bloomfield Hills MI 48301

Subject: Planned Unit Development (File Number PUD 019 JPLN2022-0013) Village of Troy, South side of Long Lake, West of Rochester (Parcels 88-20-15-201-046 and 88-20-15-201-033), Section 15.

Dear Mr. Loughrin:

At the February 27, 2023 Troy City Council Regular meeting, City Council granted Concept Development Plan and Preliminary Development Plan, approved as referenced above, in the following manner:

Resolution #2023-02-025  
Moved by Chamberlain-Creanga  
Seconded by Erickson Gault

WHEREAS, The applicant, Robertson Brothers Homes, seeks Conceptual Development Plan (CDP) and Preliminary Development Plan (PDP) approval for the Village of Troy Planned Unit Development (PUD), located on the south side of Long Lake, west of Rochester, in Section 15, approximately 20.48 acres in area; and,

WHEREAS, The Village of Troy PUD features 20 detached single-family homes, 56 attached single-family homes (2 stories) and 70 attached townhomes (3 stories); and,

WHEREAS, The PUD provides a walkable urban environment that is compact, designed to human scale, and exhibits contextual integration of buildings and city spaces; and,

WHEREAS, The PUD provides a compatible mix of open space, landscaped areas and pedestrian amenities, including incorporation of a regional trail way system; and,

WHEREAS, The PUD proposes appropriate land use transitions between the PUD and surrounding properties; and,

WHEREAS, The PUD will reasonably mitigate impacts to the transportation system and enhance non-motorized facilities and amenities; and,

WHEREAS, The PUD provides a complementary variety of housing types;

BE IT RESOLVED, That CDP Approval and PDP Approval for the proposed Village of Troy PUD, **BE GRANTED.**

BE IT FURTHER RESOLVED, That Troy City Council hereby **GRANTS** CDP Approval and PDP Approval for the proposed amendment to Village of Troy PUD.



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BE IT FURTHER RESOLVED, The subject property is hereby **REZONED** to Planned Unit Development (PUD #19).

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** the proposed PUD Agreement, attached hereto, subject to further such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the Community Development Director, in consultation with the City Manager and City Attorney.

BE IT FURTHER RESOLVED, That the Mayor and City Clerk are hereby **AUTHORIZED TO EXECUTE** the PUD Agreement for Village of Troy PUD on behalf of the City; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to record the executed Village of Troy PUD Agreement with the Oakland County Register of Deeds.

BE IT FINALLY RESOLVED, That Troy City Council hereby **AUTHORIZES** the petitioner to submit the Final Development Plan pursuant to Section 11.08 of Chapter 39.

Yes: Abraham, Brooks, Chamberlain-Creanga, Erickson Gault, Hodorek, Baker

No: None

Absent: Hamilton

### **MOTION CARRIED**

City Council approval had the following effect: (1) Property was rezoned to PUD; (2) Concept Development Plan was approved; (3) Preliminary Development Plan was approved; (4) PUD Agreement was approved; (5) Applicant may submit plans to Engineering for Final Site Plan Approval.

Please feel free to contact the undersigned if you have any further questions or comments regarding these matters.

Regards,

*R. Brent Savidant* /jf

R. Brent Savidant, AICP  
Community Development Director

cc:Assessing Department  
Building Department  
Engineering Department  
Fire Department  
File/ PUD 019  
File/ Correspondence

# Draft Minutes Troy Brownfield Redevelopment Authority

## Special Meeting – May 24, 2023

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The meeting of the Troy Brownfield Redevelopment Authority, in the Council Boardroom at Troy City Hall, was called to order at 3:00 p.m. by Chair Joseph Vassallo.

Members Present: Joseph Vassallo, Chair  
Joseph Beyer, Vice Chair  
Carolina Noguez-Ortiz  
Rosemary Kornacki  
Steve Gottlieb

Members Absent: Rami Sweidan

Also Present: Lori Bluhm, City Attorney  
Mark Adams, Secretary/Treasurer  
Mark F. Miller, City Manager  
Meg Schubert, Assistant City Manager  
Kelly Timm, City Assessor  
Ginny Dougherty, PM Environmental  
Tim Loughrin, Robertson Brothers Homes  
Jim Clarke, Robertson Brothers Homes  
Darian Neubecker, Robertson Brothers Homes

### **OLD BUSINESS**

None.

### **NEW BUSINESS**

A. Approval of Village of Troy Brownfield Plan

Resolution # BRA 2023-05-23

Moved by Vassallo

Seconded by Kornacki

RESOLVED, that the Troy Brownfield Redevelopment Authority recommends approval for the Village of Troy Brownfield Plan with minor modifications to the millage rate and BRA revolving loan fund.

Yeas: 5

Nays: 0

Draft Minutes Troy Brownfield Redevelopment Authority  
Special Meeting – May 24, 2023

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**BOARD MEMBER COMMENT**

General discussion took place about the residential structure designs and corrections to the millage rate and BRA revolving loan fund.

**PUBLIC COMMENT**

None

Meeting was adjourned at 3:38 p.m.

**The next scheduled meeting is October 17, 2023 – 3:00 p.m.**

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**Chairperson:**

Joseph Vassallo

**Date**

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**Secretary:**

Mark Adams, Economic Development Manager

**Date**

**CITY OF TROY  
OAKLAND COUNTY, MICHIGAN**

**NOTICE OF PUBLIC HEARING**

On June 26, 2023 at 7:30 p.m., Troy City Council will hold a Public Hearing at Troy City Hall located at 500 West Big Beaver Road, Troy, Michigan for Brownfield Redevelopment Plan #11 for the Village of Troy Development located at the Southwest Corner of East Long Lake and Rochester Road, Troy, Michigan. If you would like information concerning the proposed Brownfield Redevelopment Plan for this property, please contact the City of Troy City Manager's Office at 248.524.3351. The Property Description is described as follows:

LOCATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN:

**Legal Description No Address, Troy, Oakland County, Michigan:**

Parcel: 88-20-15-201-033

T2N, R11E, SEC 15 PART OF NE 1/4 BEG AT PT DIST S 89-38-34 W 1320 FT & S 00-36-30 E 630 FT FROM NE SEC COR, TH S 00-36-30 E 360 FT, TH S 01-06-30 E 330 FT, TH S 89-10-30 W 330 FT, TH N 01-06-30 W 330 FT, TH N 00-36-30 W 300 FT, TH N 89-38-34 E 30 FT, TH N 00-36-30 W 30 FT, TH N 89 38-34 E 270 FT, TH N 00-36-30 W 30 FT, TH N 89-38-34 E 30 FT TO BEG 5 A

**Legal Description No Address, Troy, Oakland County, Michigan:**

Parcel: 88-20-15-201-046

T2N, R11E, SEC 15 PART OF NE 1/4 BEG AT PT DIST S 00-36-30 E 660 FT FROM NE SEC COR, TH S 00-36-30 E 80 FT, TH S 89-37-30 W 375 FT, TH S 00-36-30 E 100 FT, TH S 89-37-30 W 75 FT, TH S 00-36-30 E 80 FT, TH S 89-37-30 W 870 FT, TH N 00-36-30 W 920 FT, TH N 89-37-30 E 684 FT, TH S 00-36-30 E 660 FT, TH N 89- 37-30 E 636 FT TO BEG EXC N 60 FT TAKEN FOR RD, ALSO EXC ELY 43 FT TAKEN FOR RD (L7091 P 790) 15.62 A 2-9-00 FR 010 TO 014 INCL, 035 & 037 4-11-16 CORR 4-29-21 CORR

You may express your comments regarding this matter by contacting the City Manager's Office in writing or at 248.524.3351, or by attending the Public Hearing.

---

M. Aileen Dickson, MMC, MiPMC II  
City Clerk

**NOTICE:** People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at [clerk@troymi.gov](mailto:clerk@troymi.gov) or by calling 248.524.3316 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



## CITY COUNCIL AGENDA ITEM

Date: June 7, 2023

To: Honorable Mayor and Troy City Council Members

From: Mark F. Miller, City Manager  
Lori Grigg Bluhm, City Attorney

Subject: Proposed Additions to Chapter 107- Traffic and Motor Vehicle Code

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At its meeting on June 28, 2021, the Troy City Council adopted a new Traffic and Motor Vehicle Code, following the recommendation from City Administration. In this new ordinance, the City adopted by reference the state laws detailing traffic and motor vehicle violations, including but not limited to the Motor Vehicle Code and the Uniform Traffic Code. It is a common practice for municipalities to take this approach, instead of having individual traffic and motor vehicle code provisions that essentially mirror the state law.

Prior to presenting the recommended new traffic and motor vehicle ordinance, City Administration (and especially the Troy Police Department) completed an exhaustive review of the then existing code (Chapter 106) to see if there were any unique or omitted provisions, and some of these were expressly included in the proposed new ordinance.

The City has been operating with the new traffic and motor vehicle ordinance for almost two years, and through enforcement efforts, there are a couple of items that City Administration would like to see added to Troy's ordinance. The attached proposed ordinance amendment adds these sections. In a nutshell, Section 13 adds a provision that requires all drivers and owners to have auto insurance on their vehicles, and sets the penalty for non-compliance as a misdemeanor, rather than a civil infraction as in the Motor Vehicle Code. The second requested addition prohibits commercial vehicles from parking on streets or roadways for extended periods of time.

This proposed ordinance amendment is being presented to the Troy City Council as an informational item, and absent contrary direction, will be brought as an action item for the June 26, 2023 regular City Council agenda. In the interim, we are happy to answer and questions or provide any necessary clarifications or modifications.



CITY OF TROY  
AN ORDINANCE TO AMEND  
CHAPTER 107- TRAFFIC AND MOTOR VEHICLES

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 107- Traffic and Motor Vehicles.

Section 2. Amendment to Ordinance

Sections 13 and 14 are added to Chapter 107- Traffic and Motor Vehicles, as follows:

**107.13      Mandatory Motor Vehicle Insurance; Penalties; Failure to Produce Evidence; Production of False Evidence; Rebuttable Presumption.**

- 1) A nonresident owner or registrant of a motor vehicle or motorcycle not registered in the State of Michigan shall not operate or permit the motor vehicle or motorcycle to be operated in the State of Michigan for an aggregate of more than 30 days in any calendar year unless he or she continuously maintains security for the payment of benefits pursuant to the Michigan Motor Vehicle Personal and Property Protection Statute (MCL 500.3101 to MCL 500.3103).
- 2) An owner or registrant of a motor vehicle or motorcycle with respect to which security is required, who operates the motor vehicle or motorcycle or permits it to be operated upon a public highway or place open to the public in the City of Troy, without having in full force and effect security complying with the Michigan Motor Vehicle Personal and Property Protection Statute (MCL 500.3101 to 500.3103), is guilty of a misdemeanor. A person who operates a motor vehicle or motorcycle upon a public highway in the City of Troy with the knowledge that the owner or registrant does not have the required security in full force and effect is guilty of a misdemeanor. A person convicted of a misdemeanor under this section shall be fined not more than \$500.00, imprisoned for not more than 90 days, or both.
- 3) The failure of a person to produce evidence that a motor vehicle or motorcycle has in full force and effect security complying with the Michigan Motor Vehicle Personal and Property Protection Statute (MCL 500.3101 to 500.3103), on the date of the issuance of the citation, creates a rebuttable presumption in a prosecution under subsection (2) that the motor vehicle or motorcycle did not have in full force and effect security complying with the Michigan Motor Vehicle Personal and Property Protection Statute (MCL 500.3101 to 500.3103) on the date of the issuance of the citation.

- 4) An owner or operator of a motor vehicle or motorcycle who supplies or produces false insurance documentation of coverage that is required by the Michigan Motor Vehicle Personal and Property Protection Statute (MCL 500.3101 to 500.3103), or who uses or produces an altered, fraudulent, or counterfeit certificate of insurance in response to a request from any authorized person, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days and a fine of not more than \$500 or both.

**107.14**      **Parking on Public or Private Property.** It shall be unlawful for any person to park a motor vehicle:

- 1) Off the street or roadway or any privately- owned property, without the express or implied consent, authorization, or ratification of the owner, holder, occupant, lessee, agent, or trustee of such property.
- 2) Off the street or roadway on any public property without the express or implied consent, authorization, or ratification of the authorized public authorities.
- 3) No person shall drive upon, park or stand any vehicle between the curb or curb line and the lot line nearest the street, said area being commonly known as lawn extension, whether or not any sidewalk or curb is actually in place on such street.
- 4) It shall be unlawful for the owner or operation of any commercial vehicle, truck or trailer, to park the same for a period exceeding one hour upon any residential street in the City of Troy, unless such vehicles are being used for the purpose of delivering or picking up goods, wares, merchandise, or materials or is being used in connection with servicing any residences located adjacent to the street upon which said vehicles are parked and then only for such period as is necessary to complete the service. Commercial vehicles include all motor vehicles used for transportation of passengers for hire, or constructed or used for transportation of goods, construction materials, wares or merchandise, and all motor vehicles designed and used for drawing other vehicles that are not constructed to carry a load independently or any part of the weight of a vehicle or load being drawn. Commercial vehicle does not include a personal vehicle operated by a transportation network company driver.
- 5) A person who violates this section is responsible for a civil infraction.

### Section 3. Repeal

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

### Section 4. Savings

All proceedings pending, and all rights and liabilities existing, acquired or incurred, at the time this Ordinance takes effect, are hereby saved. Such proceedings may be consummated under and according to the ordinance in force at the time such proceedings were commenced. This ordinance shall not be construed to alter, affect, or abate any pending prosecution, or prevent prosecution hereafter instituted under any ordinance specifically or impliedly repealed or amended by this ordinance adopting this penal regulation, for offenses committed prior to the effective date of this ordinance; and new prosecutions may be instituted and all prosecutions pending at the effective date of this ordinance may be continued, for offenses committed prior to the effective date of this ordinance, under and in accordance with the provisions of any ordinance in force at the time of the commission of such offense.

### Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect, and any such ruling shall not affect any other provisions of this Ordinance not specifically included in such ruling.

### Section 6. Effective Date

This Ordinance shall become effective ten (10) days from the date hereof or upon publication, whichever shall later occur.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Ethan D. Baker, Mayor

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M. Aileen Dickson, CMC, City Clerk



**Civil Service Commission (Act 78) – Minutes – Final****May 2, 2023**

A Meeting of the Civil Service Commission (Act 78) was held Tuesday, May 2, 2023 at Troy City Hall, 500 W. Big Beaver Road in the Lower Level Conference Room. Chairman/President McGinnis called the meeting to order at 1:30 PM.

**A. ROLL CALL:**

**PRESENT:** Chairman/President Donald E. McGinnis, Jr.  
Commissioner David Cannon

**ABSENT:** Commissioner John Steele

**ALSO PRESENT:** Lori Grigg Bluhm, City Attorney  
M. Aileen Dickson, City Clerk  
Jeanette Menig, Human Resources Director  
Heather Shaw, Human Resources Specialist

**B. APPROVAL OF MINUTES:****1. Approval of Minutes of Tuesday, March 14, 2023**

Resolution #CSC-2023-05-006

Moved by

Seconded by

RESOLVED, That the Troy Civil Service Commission (Act 78) hereby **APPROVES** the Minutes of the Tuesday, March 14, 2023, meeting as presented.

Yes: Cannon, McGinnis

No: None

Absent: Steele

**MOTION CARRIED**

**C. PETITIONS AND COMMUNICATIONS: None****D. REPORTS: None****E. OLD BUSINESS: None****F. NEW BUSINESS:**

**NOTICE:** Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3317 or via e-mail at [clerk@troymt.gov](mailto:clerk@troymt.gov) at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

1. Approval of Eligible List for Police Officer

Resolution #CSC-2023-05-007

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the eligible list for Police Officer as presented.

Yes: McGinnis, Cannon

No: None

Absent: Steele

**MOTION CARRIED**

2. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Captain

Resolution #CSC-2023-05-008

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Captain as presented.

Yes: Cannon, McGinnis

No: None

Absent: Steele

**MOTION CARRIED**

3. Approval of Job Qualifications, Posting and Test Battery for Recruitment of Police Officer

*This posting will be distributed once the current approved Police Officer list is exhausted.*

Resolution #CSC-2023-05-009

Moved by Cannon

Seconded by McGinnis

RESOLVED, That the Civil Service Commission (Act 78) hereby **APPROVES** the job qualifications, the posting and the test battery for the recruitment of Police Officer as **PRESENTED**.

Yes: McGinnis, Cannon



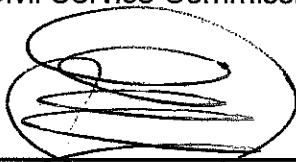
No: None  
Absent: Steele

**MOTION CARRIED**

G. PUBLIC COMMENT:

H. ADJOURNMENT:

The Civil Service Commission (Act 78) meeting **ADJOURNED** at 1:40 PM.



Donald E. McGinnis, Jr., Chairman



M. Aileen Dickson, City Clerk



500 West Big Beaver  
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O-02a

## FROM THE OFFICE OF THE CITY MANAGER

Date: June 6, 2023

To: Troy City Council

From: Mark F. Miller, City Manager  
Robert J. Bruner, Assistant City Manager

Subject: City Manager Status Report

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### **Background**

City Council and staff met for the 2022 City of Troy Advance facilitated by Vettraino Counseling (Jaymes Vettraino) and Sonder Haven (Nancy Maurer) on November 19, 2022. The facilitators presented their report to City Council on January 9, 2023. City staff presented the fiscal year 2023-2024 proposed budget on April 17, 2023 and City Council is scheduled to adopt the budget on May 8, 2023. The purpose of this memo is to provide a status report on the suggested City staff action in the facilitators' report.

### **Troy Public Library (TPL)**

- *Develop a comprehensive plan for two types of TPL projects:*
  - *A plan to only use the current millage funding*
  - *A plan for a full renovation or new-build building*

No change since the May report. Staff is still working to develop a comprehensive plan for future TPL projects. Much of the data for this plan will be collected this summer during the Library's Strategic Planning Process. Currently, the fiscal year 2023-2024 budget includes \$600,000 in capital improvements for the TPL. Renovations are planned for the lobby/front desk to encourage efficient use of the large space. Additionally, the TPL café is budgeted for a remodeling project. The goal of the café remodeling project is to create increased seating and study options for patrons.

- *Engage with a community member committee to receive stakeholder and community input regarding their opinion, future expectations, and funding questions for the TPL.*

City Council awarded a contract for Strategic Planning Consultant Services for the Troy Public Library on April 10, 2023 (Resolution #2023-04-061-J-4a). The strategic planning process, lead by ReThinking Libraries, is currently underway. The strategic planning process will engage residents, Troy Elected Officials, local businesses, and community partners regarding future programs, services, facilities, and funding. The Strategic Planning process kicked off on May 15<sup>th</sup> and is expected to be completed in October.



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## FROM THE OFFICE OF THE CITY MANAGER

### **City Hall**

- *Provide a list of immediate priorities with costs and timeline (i.e. HVAC, election law impacted, etc.) that need to be completed in order to continue to operate City Hall. This should focus on the needs of the building/departments/staff for the next three (3) years.*

No change since the May report. Immediate City Hall renovation priorities are identified using the 2019 Facilities Condition Assessment (FCA). The FCA is used to determine which renovations are of highest priority and to create project timelines. HVAC issues continue to be persistent throughout City Hall. Currently, many HVAC repairs are on hold until staff is able to appropriately determine the future needs/layout of City Hall.

- *Reengage OHM, or another firm, to prepare a proposal and cost estimate to do a building study (use and capital needs) for both City Hall and the Police Department.*

No change since the May report. The proposed fiscal year 2023-2024 budget does not currently include funding to reengage OHM for an updated study. However, staff will explore further options to prepare a building study outlining use and capital needs for City Hall and the Police Department.

### **Troy Family Aquatic Center (TFAC)**

- *Immediate priorities, with costs and timeline that need to be completed to continue to operate the TFAC for the coming season.*

TFAC opened for the season on Friday, June 2<sup>nd</sup>. The recent pump replacement, interior slide resurfacing, and funbrella tarp repairs prepared the facility for opening. An Exterior slide resurfacing project is expected to take place at the end of the season.

This season TFAC was able successfully fill all open lifeguard positions, however, there has been difficulty hiring needed managers. In order to ensure that TFAC was fully staffed for the season, indoor lifeguards were reassigned from the indoor pool to the TFAC facility. As such, the Recreation Department is in need of additional indoor pool lifeguards.

- *Engage with a community member committee to receive stakeholder and community input regarding their opinion, future expectations, and funding questions for the TFAC.*

No change since the May report. This community engagement will be addressed through the community engagement plan described below.

### **Recreation and Senior Services**

- *Prepare a report and request for City Council policy direction regarding the expectation (target number) of the percent of costs that should be covered by fee revenue for recreation and senior*



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## FROM THE OFFICE OF THE CITY MANAGER

*services. In addition, prepare a request for an additional position to support the department's human resources-related activities.*

No change since the May report. Fiscal year 2022-2023 revenues generated by senior services covered only 43% of the total cost required to administer these programs.

No change since the May report. Revenues generated from fees associated with general recreation activities are anticipated to yield 20% above expenses for fiscal year 2022-2023. Many of the City's current recreation programs are aimed at adults and seniors. The broad participant demographic helps the classes to reach capacity, limiting the number of classes canceled due to low enrollment.

The opening of the new *Senior Community Room* will create an opportunity for the City of Troy to offer increased senior programming. On May 23<sup>rd</sup> there was a Senior Grant Informational Meeting in which 55 seniors attended. The group collectively brainstormed ideas for how to use the Senior Community Room. Recreation Staff provided an outlet for seniors to ask grant related questions and summarized their responses in the attached Q and A.

At this time, recreation staff is comfortable with their capacity to handle HR related tasks, however increases in summer hiring may require one additional part-time staff member.

- *Presentation of a Senior Communication and Services plan to City Council.*

No change since the May report. A Recreation Senior Programming Report was (O-02A) provided with the April 10, 2023 regular City Council meeting agenda.

### **Suggested Staff Action**

- *As soon as possible, develop a calendar starting from Q1 2023 through the November 5, 2024, election date for drafting proposed ballot language and local ballot proposal deadlines.*

No change since the May report. Unfortunately, no progress has been made on this action item due to the Volunteer Firefighter Incentive program (VFIP) crisis but some key elements of the calendar are described below.

- *Prepare 2023-2024 budget proposals to keep existing facilities and services operating effectively while alternatives and larger capital considerations are considered.*

Capital considerations regarding facilities and service operations are prioritized using the results of the 2019 Facility Condition Assessment (FCA).

In April, progress began on major City Hall capital projects beginning with the replacement to the South Entrance Steps and Community Development Department improvements. The \$91,300 South Entrance Step reconstruction project was completed in May. The total project was completed under budget. The Community Development Department improvement project, totaling \$83,600, will allow for all Building, Planning and Code Enforcement services to be integrated into one department. This construction is expected to be completed by mid- June. Additionally, the proposed fiscal year 2023-2024 budget



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## FROM THE OFFICE OF THE CITY MANAGER

includes a \$750,000 project to renovate the Council Chambers creating an updated and versatile space within City Hall. Staff plans to begin engaging with OHM on the proposed project late in June.

- *Prepare a community engagement plan, including the formation of a community committee to examine budget and service priorities, in alignment with November 2024 ballot proposal deadlines.*

The Communication & Engagement Director has met with the City's leadership team for a communications assessment/audit. This process has involved one-on-one meetings with middle management and front-line staff. The evaluation process is expected to continue through the remainder of the summer. Part of this inventory process involved meeting with the various marketing teams across multiple City Departments in an effort to streamline information. The Communications and Engagement Director has also been working diligently to establish strategic social media posts with the goal of increasing City communications to the community.

- *At the appropriate point during the revenue/service timeline, a special meeting should be scheduled for staff to provide a report to the community regarding revenue raising options. Pros and cons of several options should be provided and explored by the City.*

No change since the May report. This will likely occur between January 1 and March 31, 2024 (after the first of the year and before the fiscal year 2023-2024 proposed budget presentation). This will allow time for deliberations between April 1 and July 31, 2024. MCL 168.646a states ballot wording of ballot questions must be certified to the local clerk not later than 4 p.m. on the twelfth Tuesday before the election. In the case of the November 5, 2024 election, that deadline will be Tuesday, August 13, 2024. For context, City Council approved the November 3, 2020 library millage ballot wording on August 10, 2020 (Resolution #2020-08-113).

**Beth L Tashnick**

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**Subject:** FW: Thank you for inclusivity

**From:** Dayna Bennett

**Date:** June 7, 2023 at 5:51:06 PM EDT

**To:** Emily M Dumas

**Subject:** Thank you for inclusivity

Thank you for having an inclusive library where all patrons can be seen and felt heard. As a public health nurse who lives in Troy and whose children frequent our library it makes me proud.

Keep up the good work

Dayna Bennett MSN, APRN, FNP-C



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TROY, MI 48084

90-O

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE  
OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21307**

- DTE Electric Company requests Michigan Public Service Commission for Reconciliation of its Transitional Reconciliation Mechanism associated with the Disposition of the City of Detroit Public Lighting System for the Period of January 1, 2021 through October 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: [michigan.gov/mpscdockets](https://michigan.gov/mpscdockets).
- A pre-hearing will be held:

**DATE/TIME:** Wednesday, June 14, 2023 at 10:00 AM

**BEFORE:** Administrative Law Judge Lesley Fairrow

**LOCATION:** Video/Teleconferencing

**PARTICIPATION:** Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) October 31, 2022 application requesting the Commission to: 1) approve the reconciliation of Detroit Electric's Transitional Reconciliation Mechanism (TRM) plan for a 22-month period beginning January 1, 2021 through October 31, 2022; 2) approve DTE Electric's reconciliation of its net revenue requirement plus carrying charges, including the under-recovery for Case No. U-20987 and trailing Operation and Maintenance (O&M) expense in the amount of \$32.5 million; 3) authorize a TRM surcharge of \$0.001498/kwh to be applicable to all customers on a bills rendered basis from September 1, 2023 through February 29, 2024, or a similar surcharge using a service area sales forecast that is aligned with a three-month period; and 4) grant DTE Electric further additional relief and authority as the Commission may deem necessary.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by June 7, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21307**. Statements may be emailed to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.