



**DDA OFFICERS**

Mayor James R. Fouts, Chairman

Richard Fox, City Controller, Treasurer

**DDA MEMBERS**

Joseph Vicari, Vice Chair

Gregory Jackson

Nicholas Lavdas

Hank Riberas

Michael Wiegand

Oscar Zamora

Tom Petzold

**A REGULAR IN PERSON MEETING  
OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
Wednesday, February 9, 2022, 3:00 p.m.**

**AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
  - Motion to excuse absent members
- 3. ADOPTION OF AGENDA**
  - Motion to adopt agenda
- 4. AUDIENCE PARTICIPATION**
- 5. APPROVAL OF MINUTES**
  - Motion to approve the December 1, 2021, DDA meeting minutes.
  - Motion to approve an update to the July 7, 2021 DDA meeting minutes specifying that Partners in Architecture was awarded the Civic Center South Fire Station project
- 6. OLD BUSINESS**
  - A. Request for Extra Funding: Legal Services by Hallahan & Associates, P.C. (Tom Bommarito/Jennifer Czeiszperger)**
    - Motion to approve of the extra funding for legal services from Hallahan & Associates, P.C. regarding Michigan Tax Tribunal (MTT) Appeals within the DDA in the amount of \$30,000.00.
  - B. Update: BeeBe Park Gazebo (Tom Bommarito)**

## **7. NEW BUSINESS**

**A.** Request to add Mark Knapp, Assistant Controller, to the list of those authorized to sign checks.

- Motion to approve the addition of Mark Knapp to the list of authorized signers and to approve a resolution that can be presented to Huntington Bank for the creation of new signature cards.

**B.** Request for an emergency purchase order for the Warren Community Center fire alarm system.

- Motion to approve an emergency purchase order for Siemens Industry Inc. to bring the Warren Community Center fire alarm system up to code at a quoted amount of \$79,720.16.

**C.** Request to approve funding for City phones

- Motion to approve the one time payment of \$49,449.75 to Presidio Networked Solutions for City phone system software upgrades

**D.** Approval of the budget

- Motion to approve the adoption of the DDA Operation Funds budget for the 2022 Fiscal Year as stated in the Mayor's Recommended Budget on pages 208-211 and page 256.
- Motion to approve the appropriation of \$510,472 as delineated in schedule A to provide funds for projects commenced in the Fiscal Year 2021 but not completed before fiscal year end.

**E.** 8525 Cole Drive

- Motion to approve a partnership between the DDA and BRA to redevelop the former Hartsig Junior High School at 8525 Cole Drive using Brownfield incentives.

## **8. APPROVAL OF THE LIST OF BILLS (Attached)**

- Motion to Approve the List of Bills

**9. Next DDA Regular Meeting is scheduled for Wednesday, March 2, 2022, at 3:00 PM in person.**

## **10. ADJOURNMENT**

- Motion to Adjourn

**DDA, TIFA, CED, CDBG and Brownfield**

CITY OF WARREN  
DOWNTOWN DEVELOPMENT AUTHORITY  
MINUTES OF THE BOARD

Meeting held on December 1, 2021

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, December 1, 2021, via Zoom Video Conference.

Present:

Mayor James R. Fouts, Chairman  
Joseph Vicari, Vice Chair  
Tom Petzold  
Oscar Zamora  
Gregory Jackson  
Hank Riberas  
Michael Wiegand

Absent:

Nicholas Lavdas

**1. Call to Order**

Mayor James Fouts called the meeting to order at 3:03 p.m.

**2. Roll Call**

**MOTION:**

A motion was made by Mr. Zamora, supported by Mr. Petzold, to excuse the absent members from the meeting: Michael Wiegand & Nicholas Lavdas.

The motion carried unanimously by voice vote.

Mr. Wiegand joined the meeting during discussion of **Old Business**

**3. Adoption of Agenda**

**MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Vicari, to adopt the December 1, 2021, agenda.

The motion carried unanimously by voice vote.

Mayor Fouts then requested a moment of silence for everyone that has been effected by the Oxford High School shooting.

#### 4. Approval of Minutes (September 15, 2021 & October 20, 2021)

##### **MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Vicari, to approve the minutes for the September 15, 2021 & October 20, 2021 DDA meeting.

The motion carried unanimously by voice vote.

#### 5. Old Business

##### A. Request for Funding: P.D. Evidence Technician Lab (Sgt. Steven Campbell/Tom Bommarito)

Mr. Riberas would like to know why there is such a disparity between the original quote and the new one. “Was the scope of work different” asked Mr. Riberas.

Sgt. Campbell explained that that original company only gave the P.D. a general quote on the work that needed to be done. They were not qualified to design a lab and do not have the quality products needed to create one. An example would be that they need countertops that don’t absorb other substances or materials. This item was not included in the original price. The increase is based off supply chain issues, increase in pricing due to COVID, and purchasing the proper supplies to build the lab.

##### **MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Zamora, to approve the funding for the renovations for the Police Department Evidence Technician Lab including consolation and engineering fees in the amount of \$286,342.00.

##### **ROLL CALL:**

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Zamora	Yes
Mr. Vicari	Yes
Mr. Jackson	Yes
Mr. Petzold	Yes
Mr. Wiegand	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

**B. Request for Change Order: Warren PD Generator - Material Cost Increases (Tina Gapshes/Tom Bommarito)**

Tina Gapshes stated that this request is based off of the increase in the price of copper. The price went from \$2.90 a pound to \$5.00 a pound. There has been a significant increase in material charges.

**MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Petzold, to approve a change order to the contract in the amount of \$85,024.61 to Rauhorn Electric, Inc for increased cost in materials.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Petzold	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mr. Jackson	N/A
Mayor Fouts	Yes

No opposition, the motion passed.

**C. Update on Towne Center (Tom Bommarito)**

Mr. Bommarito stated that there is some urgency to get this project secured. Prices have increased due to the pandemic and if interest rates change, it will alter our deal. Mr. Bommarito stated there has been an inflationary increase of costs but there has also been a corresponding increase in rent too. Council has the proposal; they have been given the opportunity to review it and were encouraged to reach out with any questions. However, “Council is just sitting on their hands... they don’t want to meet with us...” stated Mr. Bommarito.

Mayor Fouts then added how he is disappointed in the council and how they are making light of this situation. The city has been trying to develop the downtown for over 50 years. A proposal has now been created that will not cost the residential taxpayers any money, and is estimated to generate about 2.5 million dollars in tax revenue each year. This project would create thousands of construction jobs and hundreds of commercial jobs. We did a poll of 1,000 people and 66% of Warren residents want this downtown project to succeed. Why doesn’t the City Council vote on this? Just to sit on this while interest rates go up is very unfair. When all the experts are gathered to answer any inquiries council may have about this project, council refuses to ask any questions. The Mayor stated that if it is credit

that the council wants, they can take it. He does not need credit for the project, he just wants to better the community by getting it approved.

Mr. Bommarito did want to update the board that MIWarren, Buy Warren Program is in full swing. Mr. Bommarito encouraged everyone to inform small business owners about this program so that they may partake. Warren Businesses can sign up or buy gift card to give to employees, family, or friends. These gift cards can only be used in Warren and will encourage the recipients to come visit our city.

Mr. Zamora stated that the October 2021 issues of Upfront magazine has an article about Robert Gibbs and how he has been entrusted to modernize Palmer Park. This speaks volumes about the team that the city has assembled for the Downtown Project. Mr. Zamora also reminded the viewers that “come January we stand to lose a 15 million dollar grant that was also going to help with the downtown”. He also stated that he and his wife have gone to several businesses and encouraged them to sign up for the MIWarren, Buy Warren Program.

Mayor Fouts then spoke again. He stated that other cities have notified us that if our downtown doesn’t go through, they would like to meet with Flaherty & Collins developers. They would like to have them come to their city and do what Warren’s council would not do. They would like to partake in these new development trends/activities.

Mr. Jackson stated that he is not a City of Warren resident but that he has a business in the downtown area. He has great concern relative to the downtown project and would like to know why council won’t at least address the situation/proposal. Mr. Jackson would like to know what can be done to get council to discuss this project.

In response, Mayor Fouts stated how he requested that Mrs. Moore place the proposal on the agenda and she indicated that they are too busy right now. They have a number of priorities that need to be addressed first. Mrs. Moore told him that the earliest he can expect to see this on the agenda would be next year, 2022. She is the person who makes the decisions about the agenda. She has made it abundantly clear to him that she will not put this on the agenda. At this point, all we can do is ask them to vote on the proposal. This is the first time that city council has refused to vote on such a significant item.

## **6. New Business**

### **A. Request for Funding: Crime Commission Renovations (Dave Muzzarelli/Tom Bommarito)**

Mr. Muzzarelli stated that the Crime Commission building was in desperate need of some updates. They fixed the lighting, put a fresh coat of paint on it, made

upgrades to the electrical systems, and replaced the drop ceilings. These renovations were needed and there have been no updates in about 30-40 years. This building falls inside the DDA district and these repairs were essential. The repairs helped bring the building “a little more up to code” and created a more welcoming environment for the commission members. Mr. Bommarito and Mr. Muzzarelli stated that all the work was done in-house.

**MOTION:**

A motion was made by Mr. Wiegand, supported by Mr. Jackson, to approve of the funding for the Crime Commission Renovations from Lowes in the amount of \$1040.52, from the Enrico Group in the amount of \$1,760.00, and from the City of Warren Building Maintenance Department in the amount of \$857.64 (28 man hours) totaling \$3,658.16.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Jackson	Yes
Mr. Petzold	Yes
Mr. Zamora	Yes
Mr. Vicari	Yes
Mr. Riberas	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

**B. Request for Funding: Transportation Garage Roof (Dino Turcato/Tom Bommarito)**

Mr. Turcato stated that the roofing is well overdue for the building. It has been converted into the senior transportation center and the back half is the maintenance area. This roof is about 40-50 years old and is located in the DDA area.

**MOTION:**

A motion was made by Mr. Zamora, supported by Mr. Riberas, to approve of the funding for the new roof at the Parks and Recreation Transportation Garage in the amount of \$200,800.00.

Mr. Zamora stated that he hopes the new repairs give us another 50 years. It is long overdue, water can get in and cause mold. This would create an unhealthy work environment.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes

Mr. Jackson	Yes
Mr. Petzold	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

## 8. List of Bills

### MOTION:

A motion was made by Mr. Riberas, supported by Mr. Petzold, to pay the December 1, 2021, List of Bills in the amount of \$58,907.10.

### ROLL CALL:

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Petzold	Yes
Mr. Jackson	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Vicari	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

## 9. Next DDA Regular Meeting is scheduled for Wednesday, January 5, 2022, at 3:00 PM, in the 1st Floor Conference Room or via Zoom.

Oscar Zamora invited everyone to an event, scheduled for Saturday, December 11, 2021 at the Warren Union Cometary at 1pm. Wreaths will be put on the veterans' graves, they deserve to be honored.

## 10. ADJOURMENT

### MOTION:

A motion was made by Mr. Riberas, supported by Mr. Wiegand, to adjourn.

No objections, the meeting adjourned at 3:47 pm.

X

---

Mayor James R. Fouts  
DDA Chairman

X

---

Thomas Bommarito  
DDA Director

CITY OF WARREN  
DOWNTOWN DEVELOPMENT AUTHORITY  
MINUTES OF THE BOARD

Meeting held on July 7, 2021

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, July 7, 2021, via Zoom Video Conference.

Present:

Mayor James R. Fouts, Chairman (Warren, Michigan)  
Oscar Zamora (Warren, Michigan)  
Hank Riberas (Sterling Heights, Michigan)  
Michael Wiegand (Troy, Michigan)  
Tom Petzold (Petoskey, Michigan)  
Joseph Vicari, Vice Chair (Warren, Michigan)

Absent:

Gregory Jackson  
Nicholas Lavdas

Also Present:

Tom Bommarito, DDA/TIFA Director  
Tiffany Nawrocki, DDA/TIFA Assistant  
Amanda Mika, Executive Assistant to the Mayor  
Amy Moore, Accounting Supervisor  
Wilburt "Skip" McAdams, Fire Commissioner  
James VanHavermaat, City Engineer  
Gary Watts, Councilman  
Jonathan Lafferty, Councilman  
Lori Harris, Audience  
Mary Mataczynski, Audience  
Laurie Artz, Audience  
Susan Smiley, Audience

**1. Call to Order**

Mayor James Fouts called the meeting to order at 3:06 p.m.

## 2. Roll Call

### **MOTION:**

A motion was made by Mr. Zamora, supported by Mr. Wiegand, to excuse the absent members from the meeting: Joseph Vicari (later joined the meeting during Item 8), Gregory Jackson, & Nicholas Lavdas.

The motion carried unanimously by voice vote.

## 3. Adoption of Agenda

### **MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Wiegand, to adopt the July 7, 2021, agenda.

The motion carried unanimously by voice vote.

### **MOTION:**

A motion was made by Mr. Zamora, supported by Mr. Petzold, to approve of a resolution of appreciation to be made for Dennis Bostick for being a great and caring leader.

The motion carried unanimously by voice vote.

## 4. Approval of Minutes (May 5, 2021)

### **MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Wiegand, to approve the minutes for the May 5, 2021, DDA meeting.

The motion carried unanimously by voice vote.

## 5. Old Business

### A. Request for Funding: Planterra (Tom Bommarito)

Planterra sends a yearly bill for maintenance of the plants inside of Warren City Hall, stated Mr. Bommarito. Mayor Fouts stated that they have done a great job and he is very pleased with the board's decision to hire this company. Mayor Fouts also stated that he has received several complements from residents about the plants.

**MOTION:**

A motion was made by Mr. Zamora, supported by Mr. Petzold, to approve the funding for Planterra Horticulture Services and Bromedliad Quarterly Rotation from June 1, 2021 through May 31, 2022 in the amount of \$3,963.44

**ROLL CALL:**

The motion carried unanimously as follows:

- Mr. Zamora Yes
- Mr. Petzold Yes
- Mr. Riberas Yes
- Mr. Wiegand Yes
- Mayor Fouts Yes

No opposition, the motion passed.

**B. Request for Extra Funding/Change Order: Warren Police Dept. Generator (Tom Bommarito)**

Mr. Bommarito stated that there were additional costs with the project. The generator room specified on the bid documents did not account for clearances, therefore, the enclosure, foundation and electrical room need to be upsized.

**MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Wiegand, to approve of additional funding for the emergency generator project by Rauhorn Electric in the amount of \$52,740.00 making the final total \$907,740.00

**ROLL CALL:**

The motion carried unanimously as follows:

- Mr. Riberas Yes
- Mr. Wiegand Yes
- Mr. Zamora Yes
- Mr. Petzold Yes
- Mayor Fouts Yes

No opposition, the motion passed.

**6. New Business**

**A. Request for Funding: Demo Fire Engine (Tom Bommarito)**

Commissioner McAdams was able to find a fire engine that is brand new and was built to be a showpiece, stated Mr. Bommarito. We can purchase this truck and avoid the delay of having one custom built. Commissioner McAdams stated that this is the purchase of one (1) of three (3) fire engines through the DDA. The recommended budget was 2.55 million dollars and this request is to purchase a



Fire Station 4 to be able to support our 21<sup>st</sup> century plans for the continued downtown development and expansion of the Tech Center.

**Update 1/26/2022: This work has since been awarded to Partners in Architecture, PLC.**

**MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Zamora, to approve of the funding for the architectural firm, demolition of the former Habitat for Humanity building (23211 Van Dyke Ave, Warren, MI 48089), and begin site prep for new fire station at the Maybelle Burnette Library/Civic Center South (23345 Van Dyke Ave, Warren, MI 48089) with the amount not to exceed \$1,000,000.00.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Petzold	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

**8. List of Bills**

**MOTION:**

A motion was made by Mr. Riberas, supported by Mr. Zamora, to pay the July 7, 2021, List of Bills in the amount of \$233,670.75.

**ROLL CALL:**

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Zamora	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Petzold	Yes
Mayor Fouts	Yes

No opposition, the motion passed.

**9. Next DDA Regular Meeting is scheduled for Wednesday, August 4, 2021, at 3:00 PM, in the 1st Floor Conference Room.**

**10. ADJOURMENT**

**MOTION:**

A motion was made by Mr. Wiegand, supported by Mr. Vicari, to adjourn.

No objections, the meeting adjourned at 3:38 pm.

X

---

Mayor James R. Fouts  
DDA Chairman

X

---

Thomas Bommarito  
DDA Director



**CITY ASSESSOR'S OFFICE**

One City Square, Suite 310  
Warren, MI 48093-2397  
(586) 574-4532  
Fax (586) 574-0793  
[www.cityofwarren.org](http://www.cityofwarren.org)

## Memorandum

Date: December 14, 2021

To: Tom Bommarito, Economic Development Director  
Richard Fox, Controller

From: Jennifer Czeiszperger, City Assessor

RE: Michigan Tax Tribunal Appeals within the DDA

The City of Warren Assessing office is requesting reimbursement for Michigan Tax Tribunal legal services for the Downtown Development Authority (DDA) area from Hallahan & Associates, P.C. billing.

Currently we have seven active Michigan Tax Tribunal (MTT) cases within the DDA. This represents a potential loss in value of \$5,047,714 and approximately \$300,000 in loss revenue to the DDA for the 2020 and 2021 tax years.

The Assessing Department is requesting that the DDA amend their budget in the amount of **\$30,000** for reimbursement of legal expenses defending these Michigan Tax Tribunal cases in the future. At this time, it was necessary to obtain an appraisal to defend the Windemere Real Estate property located at 31800 Van Dyke. The appraisal will cost \$10,000 and is required to be submitted to the MTT by January 3, 2022. We are also seeking approval for reimbursements for future MTT legal services within the DDA area.

Hallahan & Associates has benefit the city in past years preserving the following taxable value amounts:

2018 Taxable Values Preserved	\$13,324,319
2019 Taxable Values Preserved	\$36,051,020
2020 Taxable Values Preserved to date	\$4,250,098
2021 Taxable Values Preserved to date	\$4,333,601

If you have any questions or need additional information from me, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Czeiszperger".

Jennifer Czeiszperger, MMAO  
City of Warren Assessor

**BEEBE PARK**





OFFICE OF THE CONTROLLER  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
(586) 574-4600  
FAX (586) 574-4614  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 3, 2022

Mayor James R. Fouts, Chairperson  
Downtown Development Authority  
City of Warren, Michigan

RE: Authorized signers for DDA checks

Dear Mayor Fouts:

Payments approved by the DDA require the signatures of two (2) authorized parties. Currently the following three (3) individuals are authorized to sign checks:

James R. Fouts, Mayor & DDA Chairperson  
Richard Fox, City Controller  
Lori Finnigan, Accountant III

Ms. Finnigan is on an extended leave with an uncertain return date. I would like to request to add Mark Knapp, Assistant Controller to the list of authorized signers. This will help assure that Authority authorized expenditures are processed timely. This is requested in addition to the three authorized signers.

To facilitate this addition, the DDA Board will need to pass a resolution that can be presented to Huntington Bank for the creation of new signature cards.

Thank you for consideration of this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richard Fox".

Richard Fox  
City Controller



PARKS AND RECREATION  
5460 Arden  
Warren, MI 48092  
(586) 268-8400  
[www.cityofwarren.org](http://www.cityofwarren.org)

December 16, 2021

Mr. James Fouts  
Mayor  
City of Warren

Dear Mayor Fouts,

Parks & Recreation is requesting an emergency purchase order be issued for the fire alarm system at the Warren Community Center. The current fire alarm system is out dated and not up to code. The system gives off false alarms. With the system not working properly, this is a major problem if for some instance a fire does happen at the community center. In order to bid this out on the MTN system, the City would need to hire an engineering firm to product proper specifications, which could take months to complete. That, along with the time to solicit bids, would result in not being able to take care of this issue for any time soon. Thus, the City requested and received quotes from Siemens Industry Inc. and Johnson Controls for the scope of the work. Siemens bid total was \$79,720.16 and Johnson Controls was \$264,388.63. The City also requested a quote from Carraway Fire but they did not submit a quote. Attached is the bid summary.

As for the large bid price discrepancy, the City was informed that Siemens does not have to run new wire for their equipment since Warren is a current customer. Johnson Controls would need to install new wiring for their equipment for this project.

The Parks & Recreation Department recommends Siemens Industry, Inc. and for the Downtown Development Authority to provide funding for this project that is desperately needed.

Enclosed, please find a copy of the Bid Tabulation. If you have any questions or require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dino Turcato".

**Dino Turcato,**  
**Director, Parks & Recreation**

A handwritten signature in black ink, appearing to read "James R. Fouts".

Read and Concur:  
**James R Fouts**  
**Mayor, City of Warren**

# Material (Expanded)

<b>Sales Person:</b>	Colby Collins	<b>Print Date:</b>	17-Nov-2021
<b>Estimate Name:</b>	Warren Community Voice System	<b>Job Start:</b>	08-Nov-2021
<b>Estimate ID:</b>	e0a1a805-4e46-45dd-90e4-84b2e833118b	<b>Job End:</b>	30-Nov-2022

QTY	Material Ref #	Model #	Manufacturer Part #	Description
1	S54400-A54-A1	FCI2011-U1		NAC module (1A/2B)
1	S54400-A63-A1	FCA2015-U1		Dialer module (DACT)
1	S54400-A39-A1	FCA2016-U1		RS485 class A module (iso.)
1	S54400-F67-A1	FT2014-U2		System display (view, black)
1	S54400-C171-A1	FHK2004-U2		Desigo Voice Encl Kit Black S54400-B110-A1 FHB2005-U1 BACK BOX (3HU, BLACK, DEEP) 1 S54400-B52-A1 FHD2004-U1 Inner door (black) 2 S54400-B111-A1 FHD2007-U2 OUTER DOOR (3HU, 3 WIN, BL) 1 S54400-B114-A1 FHD2009-U1 BLANK PLATE (BLACK) 1 S54400-C46-
1	S54400-C170-A1	FV202-EK		Desigo Voice Electronics Kit S54400-A40-A1 VCC2001-A1 VOICE CPU CARD 1 S54400-A41-A1 VCC2002-A1 VOICE I/O CARD 1 S54400-A45-A1 VCI2001-U1 VOICE AMPL. CARD (25V/70V) 1 S54400-A47-A1 VCA2002-A1 CARD CAGE (4 AMPLIFIERS) 1 S54400-C60-A1 VT
1	S54400-A45-A1	VCI2001-U1		Voice Amplifier Card50 Watt amplifier card for the Voice system. The VCI2001 gets mounted in the VCA2002 card cage, with all speaker zone wiring connected to the card cage Up to four VCI2001 amplifiers are supported on a single system
1	S54400-C12-A1	FC2025-UF		252 POINT SYSTEM W/170W PWR SUP 16 ZONE
1	500-633917	CAB-BATT		ENCLOSURE FOR 100AH BATTERIES FIELD MOUNTED
57	S54320-F4-A1	FDO421		Smoke detector
1	S54320-F5-A1	FDT421		Heat detector
14	500-094151	DB-11		DETECTOR BASE ASSY
44	S54319-B23-A1	FDBZ492-HR		Duct housing with relay
44	S54319-S27-A1	FDBZ-RTL		Remote test switch for use with duct housing models FDBZ492-R,FDBZ492-PR and FDBZ492-HR
44	500-649713	ST-100		10 FT SAMPLING
27	500-033200	HMS-S		ADDRESSABLE SINGLE ACTION PULL STATION
3	500-698217	MSM-K-WP		METAL MFS-KEY-WEATHPF
2	500-034860	HCP		INTELLIGENT CONTROL POINT
49	S54329-F25-A2	SLSWW-F		ST,WALL,WHT,FIRE
112	S54329-F43-A1	SLSPSWW-F		SPK/ST,WALL,WHT,FIRE
2	500-636016	AS-75-R-WP		AS HORN 75CD RED WEATHERPROOF(2 wire)
2	500-636137	WPBBS-R		HORN WEATHERPROOF BACK BOX RED(SERIES AS)

## Material (Expanded)

<b>Sales Person:</b>	Colby Collins	<b>Print Date:</b>	17-Nov-2021
<b>Estimate Name:</b>	Warren Community Voice System	<b>Job Start:</b>	08-Nov-2021
<b>Estimate ID:</b>	e0a1a805-4e46-45dd-90e4-84b2e833118b	<b>Job End:</b>	30-Nov-2022

QTY	Material Ref #	Model #	Manufacturer Part #	Description
28	500-636059	SET-S17-W-WP		ET SPKR 15/75 STROBE WHITE WEATHERPROOF
28	500-636118	MT-SUR-BOX-W		WEATHERPROOF SURFACE MOUNT BACK BOX WHITE(SERIES HS,SET,MTH,MTWP:FOR SURFACE MOUNTING ON MT PRODUCTS)
11	R9999			STI Speaker Strobe Wire Guard
3	R9999			STI Pull Station Protective Cover
2	A7F30026431		PS12350	12 Volt 35 Amp Hour
14	A7F30026424		PW-PS1270	12 Volt 7 Amp Hour F1
8	S54370-B3-A1	XTRI-S		SINGLE INPUT MON MOD W/ISOLATOR
5	S54370-B2-A1	XTRI-D		DUAL INPUT MON MOD WITH ISOLATOR
6	S54370-B1-A1	XTRI-R		RELAY VERSION
3	S54370-B4-A1	XTRI-M		MINI INPUT MON MOD,BLT-IN ISOLTR
1	R9999			HWF2 Digital Communicator
1	A7F30049217		YM9032	Fire Document Box with Siemens logo and
7	S54339-A17-A1	PAD5-9A		Complete 9A PAD-5 Kit

# SIEMENS

Siemens Industry, Inc.  
Building Technologies

45470 Commerce Center Dr.  
Plymouth, MI 48170  
Colby Collins  
[colby.collins@siemens.com](mailto:colby.collins@siemens.com)  
734-456-3800 Ph  
734-892-9187 Mobile

PROPOSAL SUBMITTED TO				PROJECT INFORMATION			
COMPANY:	City of Warren			PROPOSAL DATE:	11/17/21	QUOTE ID:	
CONTACT:	Dave Klein			JOB NAME:	Warren Community Center		
ADDRESS:				ADDRESS:			
PHONE:		FAX:		ENGINEER:			
EMAIL:				DATE OF PLANS:		INCLUDED ADDENDA:	FA Upgrade

PRICING (SEE NEXT PAGE FOR DETAILED SCOPE)			
INCLUDES NEW CONSTRUCTION USE TAX:			No
INCLUDES SALES TAX:			Yes
Initial to accept:	TOTAL ESTIMATED PRICE:		\$79,720.16
VOLUNTARY ALTERNATE #1. FOR CODE MINIMUM ONLY, ADD:			

REMARKS	
If supplying tax certificate, please enter tax certificate number:	
This proposal does not include installation, installation material, or any labor unless specified. Payment Terms are Net 30. The Terms and Conditions of Sale shown on the attached are a part hereof. <b>Per project aggregate general liability insurance is excluded.</b> Prices quoted are firm for 30 days.	

PROPOSED		AGREED TO	
		I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment is due upon receipt of invoice.	
COMPANY NAME:	Siemens Industry, Inc.	COMPANY NAME:	
BY (sign here):	<i>Colby Collins</i>	BY (sign here):	
NAME (print):	Colby Collins	NAME (print):	
TITLE:	Account Executive	TITLE:	
DATE:	11/17/21	DATE:	

# SIEMENS

Siemens Industry, Inc.  
Building Technologies

45470 Commerce Center Dr.  
Plymouth, MI 48170  
Colby Collins  
[colby.collins@siemens.com](mailto:colby.collins@siemens.com)  
734-456-3800 *Ph*  
734-892-9187 *Mobile*

## Statement of Work

This Proposal is to provide a quote to upgrade the existing non voice fire alarm panel with Desigo voice fire alarm system. Quote includes upgrading all existing equipment part for part. All devices shown on plans are included. Any additional devices will require a separate pricing.

### Quote Includes:

- Project Management Labor
- Engineering Labor
- Specialist Labor
- Installation
- Permits
  - 2 trips to site (start up certification and FM Inspection)
  - Update As-builts
- Material
  - Qty 1 – SEE ATTACHED BILL OF MATERIALS

### Quote does not Includes:

- Overtime Wages
- Weekend or after hour inspection(s).

## General Notes (Applies to all scopes)

### ADDITIONAL EXCLUSIONS

**This proposal excludes the following.**

- Base building CAD drawings
- Construction permits and other permits (e.g. general construction, mechanical, electrical, plumbing, security, etc.)
- Remote supervising station or central station monitoring fees
- UL placard
- Removing, replacing, patching, or painting of ceilings or walls
- Overtime
- After hours work
- Dedicated phone lines (if required for monitoring, these must be provided by others)
- 110VAC power
- Asbestos abatement, and work within asbestos areas
- Additional testing due to others
- Costs associated with multiple trips to the jobsite due to incompleion by others
- Damage by other contractors
- Any consequential damages, loss of use, loss of revenue, and any third party consequential damages
- Performance or Payment bonds
- Per project aggregate general liability insurance
- Professional liability insurance
- Errors and omissions insurance
- Bonding or special insurance
- Owner provided insurance
- Certified payroll

## GENERAL TERMS AND CONDITIONS (Solutions v.11/14)

### Article 1: General

**1.1** These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

**1.2** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

**1.3** The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

**1.4** In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

**1.5** Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

**1.6** Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

**1.7** This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

**1.8** If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

### Article 2: License and Intellectual Property

**2.1** Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees

due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

**2.2** If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

**2.3** In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

**2.4** All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Work is provided.

**2.5** The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

**2.6** Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

**2.7** In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

## GENERAL TERMS AND CONDITIONS (Solutions v.11/14)

**2.8** Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

**2.9** Customer acknowledges that all Facilities Data (as defined in paragraph 3.8) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

### **Article 3: Work by Siemens**

**3.1** Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

**3.2** Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

**3.3** Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

**3.4** Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

**3.5** Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on-site inspections.

**3.6** To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

**3.7** In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

### **Article 4: Responsibilities of Customer**

**4.1** Customer, without cost to Siemens, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;

(c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;

(e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;

(f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;

(h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;

(i) Furnish to Siemens any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

**4.2** Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.

**4.3** Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

**4.4** Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

**4.5** Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal

## GENERAL TERMS AND CONDITIONS (Solutions v.11/14)

information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

**4.6** SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE,

**4.7** To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

### **Article 5: Compensation**

**5.1** Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

**5.2** Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

**5.3** Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

### **Article 6: Changes; Delays; Excused Performance**

**6.1** As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

**6.2** Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by

Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances

### **Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk**

**7.1** (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at [www.usa.siemens.com/btcpseula](http://www.usa.siemens.com/btcpseula) (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

**7.2** (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s) Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

**7.3** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL

## GENERAL TERMS AND CONDITIONS

### (Solutions v.11/14)

PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens.

**7.4** Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

**7.5** Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**7.6** WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

**7.7** It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON-CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

**7.8** The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

#### **Article 8: Hazardous Materials Provisions**

**8.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials,

as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("*Hazardous Materials*"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

**8.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**8.3** Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**8.4** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

#### **Article 9: Import / Export Indemnity**

**9.1** Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

#### **Article 10: Small Business Concern**

SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.



## Johnson Controls Fire Protection LP Quotation

To:  
City Of Warren  
28850 N Civic Center Dr  
WARREN, MI 48093-6726

Project: Warren Civic Center-Emergency/Lighting -  
CPQ-149124  
Johnson Controls Reference: 650149124  
Proposal #: 1  
Date: 11/19/2021  
Page: 1 of 7

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

## DESCRIPTION OF WORK TO BE PERFORMED

Remove existing and install 273 new emergency and exit lights

Misc. Material

Provide lift

All emergency and exit lights provided, per datasheets owner must clarify lights prior to purchase.

### Project Details:

Direct replacement with Lithonia LED Exit, Emergency and Combo Exit/Emergency lights

Led Lights will draw fewer amps existing circuits will suffice and additional circuits will not be needed.

Lithonia devices have 1 year factory warranty quote includes replacement on any devices that fail within 1 year warranty

Disposal of removed devices and recycle batteries.

All normal working hours 7am-5pm

Will require circuits to be shut off to replace

### Excluded Items



Johnson Controls Fire Protection LP  
24755 Halsted Road  
Farmington Hills , MI 48335-1612

Permits

After Hours work

Any additional pipe and wire will be quoted

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



QTY	MODEL NUMBER	DESCRIPTION
<b>INSTALLATION OF LIGHTING/E-LIGHTS</b>		
	DPSUB	INSTALLATION LIGHTS/E-EXIT
<b>SIMPLEX LABOR</b>		
	PM LAB	PROJECT/CONSTRUCT

**Emergency Lights/E-Lights Installation \$39,997.00**

**TERMS AND CONDITIONS (Rev. 11/21)**

**1. Payment.** All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2. Deposit.** Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are**

**based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to

Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. COVID-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**15. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**16. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**17. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**18. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**19. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**20. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**21. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**22. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**23. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**24. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

**25. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**26. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**27. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**28. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)



dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**30. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**31. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**32. One-Year Claims Limitation; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**38. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**39. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**40. Privacy. Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**41. License Information (Security System Customers):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392 Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>24755 Halsted Road</p> <p>Farmington Hills , MI 48335-1612</p> <p>Telephone: _____</p> <p>Representative: _____</p> <p>Email: brandon.oshust@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
---	--



## Johnson Controls Fire Protection LP Quotation

To:  
City Of Warren  
28850 N Civic Center Dr  
WARREN, MI 48093-6726

Project: Warren Civic Center Voice Fire Alarm System -  
CPQ-144493  
Johnson Controls Reference: 650144493  
Proposal #: 1  
Date: 11/19/2021  
Page: 1 of 9

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

#### **SCOPE OF WORK-SIMPLEX:**

Thank you very much for the opportunity to provide an voice fire alarm system equipment and installation proposal for the City of Warren Recreation & Parks Dept. in Warren. Simplex will provide fire alarm equipment based of the site walk and fire alarm drawings provided to us on October 6th, 2021. The equipment listed below is for a new voice fire alarm system required by the current occupancy level "A" and more then 1000 people. Simplex will provide fire alarm system equipment list below, engineering drawings, programming, commissioning, pre-testing, and final testing with the awarded electrical contractor. A simplex project manager will be dedicated to the awarded electrical contractor personnel on-site throughout the project schedule duration.

WARREN CIVIC CENTER Fire Alarm Plans Sheets BASED ON: SIEMENS FIRE ALARM DRAWINGS DATED 2/2/2008  
SHEET 1,2,3,4, AND 5

#### **SCOPE OF WORK INCLUDES:**

CAD design drawings showing detailed location of devices (CAD backgrounds to be provided by owner) JCFP has include site walk for our CAD designer

Submission to AHJ for review, acceptance

System Calculations

System Programming

System Test

Equipment Submittals

67 Duct Detectors are included per test/inspection sheet and drawings (anymore there will be additional cost of \$3,250.00)

Door Holders-Relays release from the FACP on the two double door per the fire alarm drawings

Operation and Maintenance Manuals

The subcontractor of JCFP has included lift time and labor for all gym's and pool area

Operator Training (One hour session to be completed within 30 days of project completion)

One Year Warranty

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP  
24755 Halsted Road  
Farmington Hills , MI 48335-1612

STI protective covers for fire alarm devices in the gym areas only  
Performance Bond is included

Clarifications:

Existing Elevator shall be contracted by the owner and hire Otis Elevator to perform the new work

All work during normal business hours

Permit for the project is by the owner as stated before like the Police Dept. project

Patching/Painting by owner

At anytime asbestos is discovered-we will stop the project and notify the owner

Monitoring proposal will be presented at the end of the project to the owner



QTY	MODEL NUMBER	DESCRIPTION
<b>INITIATING DEVICES</b>		
14	4098-9714	PHOTO SENSOR
16	4098-9792	SENSOR BASE
2	4098-9733	HEAT SENSOR
22	4099-9006	STATION-LED, DA PUSH ADDR
3	2099-9139	PULL STAT CAST D/A B LOCK SPST
3	2975-9211	WEATHERPROOF BOX FOR 2099-9138
22	2975-9212	SGB-32S SURFACE BOX
13	4090-9001	SUPERVISED IAM
9	4090-9002	RELAY IAM
9	4090-9807	COVER-ADDRESS MODULE SURFACE
13	4090-9810	BRACKET, IAM
67	4098-9756	DUCT SENSOR HOUSING-4-WIRE
67	4098-9857	"SAMPLING TUBE 73"', PLASTIC"
67	2098-9806	REMOTE TEST STATION
1	4603-9101	LCD ANNUNCIATOR
1	2975-9206	6 GANG BOX, IVORY, 5744-6
<b>NOTIFICATION DEVICES</b>		
12	4009-9602	IDNAC REPEATER RED
24	2081-9274	BATTERY 10AH
12	E120V-GT	120V HYBRID SRG PROTECT
12	T24-DG	SURGE/24 volts/2pr terminal
102	49HFV-APPLC	HIFI SV APPLIANC ONLY CEILING
30	49HF-APPLC	HIFI SPKR APPL ONLY CEILING
30	49SV-APPLW-O	SPKR/VISIBLE APPL ONLY WALL WP
30	49WPBB-SVWR	WEATHERPF BB SPKR/VIS WALL RED
30	49MP-SVWR	SV MOUNTING PLATE WALL RED
102	49SVC-CWFIRE	SV COVER CEIL WHITE FIRE
30	49SOC-CWFIRE	COVER SPKR ONLY CEIL WHIT FIRE
30	49SVC-WWFIRE-O	SV COVER,WALL,WHITE,FIRE WP
38	49HFV-APPLW	HIFI SPKR/VIS APPL ONLY WALL
38	49SVC-WWFIRE	SV COVER WALL WHITE FIRE
38	49MP-SVWW	SV MOUNTING PLATE WALL WHITE



QTY	MODEL NUMBER	DESCRIPTION
14	49HF-APPLW	HIFI SPKR APPLIANC ONLY WALL
14	49SOC-WWFIRE	SPKR COVER WALL WHITE FIRE
19	49MP-SOWW	MTG PLATE SPKR WALL WHITE
18	49VO-WWF	VO Wall White FIRE
5	49SO-APPLW-O	SPEAKER APPLIANCE ONLY WALL WP
5	49SOC-WWFIRE-O	SO COVER,WALL,WHITE,FIRE WP
5	49WPBB-SOWW	WEATHERPF BBOX SPEAKR WALL WHT
4	49SVC-CWFIRE-O	SV COVER, CEILING WHT FIRE WP
2	49WPBB-SVCW	SV BACKBOX,CEILING WHITE WP
24	49WG-SOWR	WIREGUARD,SPKR ONLY,WM,RED
26	49WG-SVWCR	WIREGUARD,SPKR/VISIBLE,W/C,RED
3	STI-1150	WEATHER STOPPER
5	STI-1100	STOPPER II W/ HORN FLUSH MOUNT

**MISC FA DEVICES**

1	2975-9446	3 BAY BB/GDOOR/DRESS PNL PLAT
2	2975-9452	3 BAY BOX& SOLID DOOR PLATINUM
4	2081-9279	BATTERY 110AH
2	2081-9280	BATT CAB ONLY F/2081-9279
1	SK-003	FIRE -ELEVATOR CABINET-CABINET
1	SSU00678	CAB DOC STOR 26X24X4D RED

**TESTING - COMMISSIONING**

1	DPFA	TESTING-COMMISSIONING
	DPSCD	PURCURE-TRAINING
1	DPSEC	BOND PURCHASE

**WARREN-FACP**

1	4100-9701	ES-PS MSTR CTRLR 2X40
---	-----------	-----------------------

**WARREN-TX1**

1	4100-9600	BASIC TRANSPONDER
---	-----------	-------------------

**SIMPLEX LABOR**

DSGN LAB	DESIGN LABOR
CAD LAB	CAD LABOR
PM LAB	PROJECT/CONSTRUCTION MGMT



<b>QTY</b>	<b>MODEL NUMBER</b>	<b>DESCRIPTION</b>
	TECH LAB	TECHNICAL LABOR
	PREP LAB	PRE-SITE PREPARATION LABOR

**FIRE ALARM INSTALLATION**

DPSUB	FIRE ALARM INSTALLATION
-------	-------------------------

**VOICE FIRE ALARM SYSTEM INSTALLATION FOR THE WARREN CIVIC CENTER \$264,388.63**

**TERMS AND CONDITIONS (Rev. 11/21)**

**1. Payment.** All payments are due net thirty (30) days from the date of invoice. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2. Deposit.** Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are**

**based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such

repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT. ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced.
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to



Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. COVID-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**15. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**16. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**17. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**18. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should

changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**19. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**20. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing, specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**21. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**22. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**23. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**24. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable

manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

**25. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**26. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**27. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**28. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c)



dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**30. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**31. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional

labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**32. One-Year Claims Limitation; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee

for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**38. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**39. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**40. Privacy. Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**41. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392 Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>24755 Halsted Road</p> <p>Farmington Hills , MI 48335-1612</p> <p>Telephone: _____</p> <p>Representative: _____</p> <p>Email: brandon.oshust@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>P.O.#: _____ Date: _____</p>
---	--

CITY OF WARREN, MICHIGAN  
DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD RESOLUTION

RESOLUTION TO APPROVE FUNDING FOR CITY PHONE SYSTEM SOFTWARE INSTALLATION,  
CONFIGURATION AND TESTING

After a diligent inquiry, the City's I.S. Manager determined it necessary to upgrade the City's phone system infrastructure to prevent loss of phone service for all City functions with the exception of 911 emergency services.

There are two (2) components to this upgrade; updated monthly service with the existing contractor, Windstream, at the estimated increased cost of \$1,384 a month and a one-time fee of \$49,449.75 to Presidio Networked Solutions to provide Cisco software installation, configuration and testing.

The additional monthly cost to Windstream is not part of the funding request from the DDA. The existing service cost is distributed among several City departments and funds. The increased cost can be absorbed with the current budgeted appropriations in the General and other funds.

The City is requesting from the DDA funding for only the one-time fee of \$49,449.75. The pricing for this service was obtained in a manner consistent with City purchasing procedures. Pricing was provided from a cooperative purchasing agreement through the State of Michigan MiDeal contract #071B4300124.

BE IT RESOLVED, that the DDA approves funding the requested contract with Presidio Network Solutions in the amount of \$49,449.75, chargeable to the Capital Improvements line item (494-9494-97400).

BE IT FURTHER RESOLVED that the DDA authorizes the issuance of payments to Presidio Networked Solutions for services and costs included in the contract.



OFFICE OF THE MAYOR  
One City Square, Suite 210  
Warren, MI 48090-3726  
(586) 574-4520  
[www.cityofwarren.org](http://www.cityofwarren.org)

December 22, 2021

Melinda Moore  
City Council Secretary  
City of Warren

RE: Emergency Purchase Order  
Phone System Upgrade

Dear Council Secretary Moore:

Pursuant to subsection (c) of Sec. 2-337.3 of the City Code of Ordinances, I am notifying City Council of my authorization of an Emergency Purchase Order with Presidio in the amount of \$49,450 for the replacement of the phone system infrastructure. The project also includes extending the agreement for phone service with Windstream at a monthly cost approximately \$1,380 higher than current cost. Both costs are based on cooperative purchasing agreements as detailed in the attached documents.

The emergency stems from warnings of deficiencies in the current, aging system. Recently there was a situation with a fire station phone system requiring immediate remedial action. While this did not result in a life-threatening situation this time, it was a harbinger of the potential for catastrophe. A request for approval was presented to City Council earlier this month but has not been placed on an agenda. For the health and safety of citizens, businesses and employees this must be addressed without delay.

Attached are copies of the original documentation submitted to Council and related departmental correspondence

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Fouts".

James R. Fouts, Mayor  
City of Warren



To: Mayor James R. Fouts  
From: Keith Williams  
Date: 12/15/2021  
Re: Emergency Purchase Order for Phone System Upgrade

INFORMATION SYSTEMS

ONE CITY SQUARE, SUITE 420  
WARREN, MI 48093-5263  
(586) 574-4616  
FAX (586) 574-4614  
[www.cityofwarren.org](http://www.cityofwarren.org)

The I.T. Department with the help of Purchasing and Legal has been working all year on an upgrade to our phone infrastructure. Windstream, our phone vendor is in the process of phasing out all of our older telephone circuits. Presidio, our networking vendor has assisted us in talks with Windstream. We believe that we have come up with the best solution possible in both technology improvements and price for the City.

City Council has not placed this item on the agenda. We cannot wait any longer for the City Council to act on this request. We are having many problems with our current phone system as the maintenance on the older circuits is being neglected. It is imperative that we move off this problematic old system to the new infrastructure.

Thus, I am asking for an emergency purchase order to Presidio for installation, configuration and testing in the amount of \$45,450.00. Also an estimated increase in monthly charges from Windstream in the amount of \$1,384.00 per month.

Windstream will be installing the new circuits and networking equipment. Presidio will be installing and configuring software on our Cisco phone routers. They will also visit each of our 20 locations for cut-over testing. They will be onsite throughout the conversion.

Thank you for your assistance in this matter.

A handwritten signature in black ink that reads "Keith Williams".

Keith Williams  
Information Systems Manager

Read and Concur

A large, stylized handwritten signature in black ink that reads "James R. Fouts".  
James R. Fouts, Mayor



CITY CONTROLLER'S OFFICE  
 ONE CITY SQUARE, SUITE 425  
 WARREN, MI 48093-5289  
 (586) 574-4600  
 FAX (586) 574-4614  
 www.cityofwarren.org

DATE: DECEMBER 5, 2021  
 TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
 SUBJECT: FILE TRI W 0521 - PURCHASE OF CITY'S PHONE SYSTEM INFRASTRUCTURE UPGRADE

The Purchasing Division concurs with the I.S. Department and recommends that City Council authorize awards to the vendors listed below to Upgrade to the City's Phone System Infrastructure in an amount not to exceed \$430,078.00 over a three-year period.

VENDOR	DESCRIPTION	CONTRACT	COST	THREE YEAR COST
Windstream 4001 N Rodney Farham Road Little Rock, AR 72212  Remit to: Windstream P.O. Box 900013 Louisville, KY 40290	Phone System Infrastructure Upgrade	TIPS Cooperative Contract 715333	<u>Estimated Monthly Cost</u> \$10,573.00	\$380,628.00
Presidio Networked Solutions Group, L.C. 48325 Alpha Drive Suite 150 Wixom, MI 48393	Cisco Software, Installation, Configuration, and Testing	MiDeal Contract #07184300124	<u>Fixed One Time Cost</u> \$49,450.00	\$ 49,450.00
<b>THREE YEAR GRAND TOTAL:</b>				<b>\$430,078.00</b>

The City is currently using old T1/PRI technology for its phone trunk lines with Windstream. Windstream is currently phasing out this technology, which forces the City to upgrade to modern IP based Internet Circuits. In order to make the process less risky, the City will be using the SIP hand-off method of connection to accomplish this upgrade.

In addition, the City's POTS lines, which are currently being used for its alarms, elevators, and other equipment that requires POTS lines capabilities, will be replaced with ATA devices which will convert the Internet circuit at the building into POTS lines.

In addition, Presidio, as the City's network provider, will connect the City's Cisco phone equipment to the new Windstream circuits, install new software that will connect the new circuits and assist in testing the phone system in all twenty (20) buildings on the City's Wide Area Network. This testing will require Presidio to go to each of the twenty (20) buildings for testing.

Windstream is paid on a monthly basis for the phone services they provide, with costs fluctuating slightly each month. Over the last three (3) months, their invoices averaged \$9,189.00. With the new system, the monthly average cost is estimated to be \$10,573.00, which over a one year period amounts to \$126,876.00.

Presidio will be charging a one-time fee for providing and installing software, testing, and configuring to make sure the phone system is working correctly. These one-time fees amount to \$49,450.00.

The I.S. Department is seeking a three-year agreement with the total cost of the three year project to be as follows:

Year One: \$176,326.00

Year Two: \$126,876.00

Year Three: \$126,876.00

Three Year Grand Total: \$430,078.00

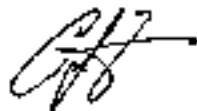
The City will be utilizing the TIPS Cooperative Contract #210303 with Windstream and the State of Michigan MiDeal Contract #071B4300124 with Presidio.

If approved by your honorable body, the I.S. Department will not exceed the amounts listed above without obtaining prior City Council approval.



Funds are available in the various departmental Accounts for the Windstream costs. Funds are available for the Presidio cost dependent upon concurrent resolution of budget amendment.

The attached sample contract amendment has been approved as to form by the Chief Assistant City Attorney.

Respectfully Submitted,



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		12/6/21
Controller:		12/6/21
MAYOR:		



MAIL ALL INVOICES TO:  
CITY OF WARREN  
ATTN: PURCHASING DIVISION  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093

**PURCHASE ORDER**  
Number: 2219535  
P.O. Date: 01/05/2022

FOR ALL INVOICE QUESTIONS:  
586-574-4639

THIS PO # MUST APPEAR ON ALL  
INVOICES OR THE INVOICE WILL BE  
RETURNED, DELAYING PAYMENT

**VENDOR:**

004951  
PRESIDIO NETWORKED SOLUTIONS  
SOLUTIONS LLC  
48325 ALPHA DR STE 150  
WIXOM, MI 48393

**SHIP TO ADDRESS:**

CITY OF WARREN  
INFORMATION SYSTEMS  
ONE CITY SQUARE  
SUITE 420  
WARREN, MI 48093

F.O.B.		BID#:		MUNICIPALITIES ARE EXEMPT FROM ALL SALES AND FEDERAL TAXES.	
WARREN, MICHIGAN				SALES TAX EXEMPTION NO.: 38-8006931	
ALL FREIGHT PREPAID		CC RES DATE:			
QTY	UOM	PRODUCT ID	DESCRIPTION	UNIT PRICE	TOTAL PRICE
200	EA	CUBE14-T-STD	CUBE V14 - 1 STANDARD TRUNK SESSION LICENSE L-CUBE CISCO UNIFIED BORDER ELEMENT (CUBE) - E DELIVERY - TOP LEVEL (QUANTITY OF 1)	50.83	10,166.00
200	EA	CON-ECMU-CUBE	SWSS UPGRADES CUBE STANDARD TRUNK SINGLE SESSION - 1 \$ 200 FOR 12 MONTHS CON-ECMU-CUBE001 - SWSS UPGRADES CISCO UNIFIED BORDER ELEMENT (CUBE) - E - (1 FOR 12 MONTHS)	14.45	2,890.00
001	EA	PS-SVC-TM	HOURLY FOR PRESIDIO EMPLOYEE LABOR PROJECT MANAGER, COLLAB ENGINEER, COLLAB ENGINEER - OT	36,393.75	36,393.75
				Total:	49,449.75

## Direct Purchase Inquiries to:

LAURA WILSON  
(586) 574-4613

\* All vendors must have a City-issued Purchase Order prior to providing goods or services to the City.

\* No deliveries accepted after 3:00 P.M.

\* Purchase Order not valid without authorized signatures

\* Seller expressly warrants that all the material and work covered by this order will conform to the specifications, samples, or other description furnished or specified by the City, and will be merchantable of good material and workmanship, and free from defects

City of Warren, Michigan

AUTHORIZED BY

  
Purchasing Agent


  
Budget Director

# PRESIDIO

Presidio Networked Solutions Group, LLC  
EIN: 76-0515249, DUNS: 15-405-0959  
For questions on this invoice please call:  
Vince Lopez  
(p) . (f)  
vlopez@presidio.com

Please send payments  
made payable to:  
Presidio Networked Solutions Group, LLC  
PO Box 677638  
Dallas, TX 75267-7638  
  
Wire or ACH Payments:  
PNC Bank  
Acct: 6010155745  
ABA 031000053

**INVOICE: 6013522000098**

DATE: 1/6/2022  
PAGE: 1 of 1

**BILL TO:** City of Warren  
Casey Graham  
Attn Payables  
One City Square, Suite 425, Purchasing  
Warren, MI 48093

**SHIP TO:** City of Warren  
Laura Wilson  
One City Square  
Suite 420  
Warren, MI 48093

Customer #: CITYW005  
Account Manager: Scott Sutherland  
Payment Terms: Net 30  
Title: CUBE licenses

Customer PO#: 2219535  
Order #: 3001222206939  
Quote #: 2003521062460-01  
Contract Vehicle: \*Open Market

Part #	Description	Unit Price	Qty Ordered	Qty Shipped	Tax	Extended Price
CUBE14-T-STD	CUBE V14 - 1 Standard Trunk Session License	\$50.830	200.0	200.0	\$0.00	\$10,166.00

No return merchandise accepted without prior Return Authorization.  
All returns subject to a 20% restocking fee.  
If not billed on this invoice, all taxes are to be paid by the buyer.  
Past due balances are subject to 1.5% per month finance charge.  
GSTIN#TX 75468 2262 RT0001  
Delivery of software licenses and software maintenance are agreed to be accepted in electronic form.

Sub Total	\$10,166.00
Miscellaneous	\$0.00
Shipping & Handling	\$0.00
Tax	\$0.00
<b>Grand Total:</b>	<b>\$10,166.00</b>

Discrepancies must be reported within 5 days of receipt of shipment or shipment will be considered complete.

CITY OF WARREN, MICHIGAN  
DOWNTOWN DEVELOPMENT AUTHORITY  
BOARD RESOLUTION

FISCAL YEAR 2022 BUDGET

WHEREAS, in accordance with the Michigan Tax Increment Financing Act (Act 57 of 2018), the Downtown Development Authority Board should formally adopt an operating budget each fiscal year; and

WHEREAS, on behalf of the Board, the City Administration submitted an operating budget to the Warren City Council for the 2022 Fiscal Year (July 1, 2021 through June 30, 2022) in April of 2021; and

WHEREAS, City Council, without review or discussion with Board members or the Administration, modified the DDA budget as recommended, including eliminating funding for existing and ongoing contractual obligations; and

WHEREAS, the Administration has recommended that the DDA budget included in the Mayor's Recommended Budget be treated as the official operating budget for the 2022 Fiscal Year; and

WHEREAS, in the hope of a sensible resolution to the impasse, the Board deferred formal action on the budget which, seven months into the fiscal year, has not transpired.

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the Downtown Development Authority Operations Funds budget for the 2022 Fiscal Year as stated in the Mayor's Recommended Budget on pages 208-211 and page 256 attached hereto as the official operating budget of the DOA for the 2022 Fiscal Year

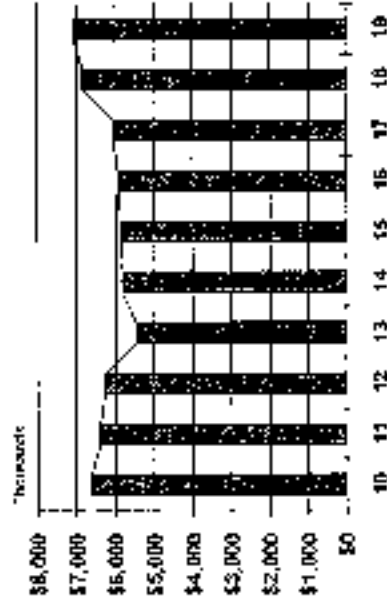
BE IT FURTHER RESOLVED that the Board reappropriates the sum of \$510,472 as delineated the attached Schedule A to provide funds for projects commenced in the Fiscal Year 2021 but not completed before fiscal year end.

## DOWNTOWN DEVELOPMENT AUTHORITY OPERATIONS FUND

The State of Michigan passed the Downtown Development Authority Act (PA 197 of 1975) to give municipalities a tool for improving the quality of downtown areas.

The Downtown Development Board consists of the Mayor plus eight members appointed by the Mayor, subject to approval by City Council. The DDA Director is hired by the DDA Board and serves as their day-to-day liaison for all downtown activities.

Expenditure History  
Downtown Development Authority





SPECIAL REVENUE FUND PERSONNEL

DOWNTOWN DEVELOPMENT AUTHORITY

	<u>No.</u>	<u>Present</u> <u>Rate</u>	<u>No.</u>	<u>Requested/a)</u> <u>Rate</u>	<u>No.</u>	<u>Recommended</u> <u>By Mayor/a)</u> <u>Rate</u>	<u>No.</u>	<u>Adopted</u> <u>By Council/a)</u> <u>Rate</u>
Director	1	\$ 55,000	1	\$ 55,000	1	\$ 55,000		
ODA Assistant	1	63,391	1	63,391	1	63,391		
Temporary/Co-op	—	3,500	—	25,000	—	25,000		
Total Personnel	<u>2</u>		<u>2</u>		<u>2</u>			

(a) Wage rates are based on Local 412 Unit 35 contract that expired 6/30/20.



SPECIAL REVENUE FUNDS  
 CAPITAL OUTLAYS  
 FISCAL YEAR 2022

Department/Item	Qty	Departmental Request Amount	Qty	Recommended By Mayor Amount	Qty	Adopted By Council Amount	New or Replacement
<u>Court Renovation</u>							
<u>Computers</u>							
Chairs (countrms, lobby, jury)	10	\$ 10,000	10	\$ 10,000			Replacement
Security - Locks and Doors	32	6,400	32	6,400			Replacement
Security - Cameras (new/repairs)	3	15,000	3	15,000			Replacement
Access Control Doors	5	10,000	5	10,000			Replacement
	20	40,000	20	40,000			Replacement
		<u>\$ 81,400</u>		<u>\$ 81,400</u>			
<u>Downtown Development Authority</u>							
<u>Fire Engines</u>	2	\$ 2,550,000	2	\$ 2,550,000			new
<u>EMS Squads</u>	3	750,000	3	750,000			new
Training Building - Apparatus Station 4		300,000		300,000			new
Body and Squad Cameras - Police		800,000		800,000			new
System Software - Parks and Recreation		15,000		15,000			replacement
Gift Simulator - Parks and Recreation		180,000		180,000			new
Other Improvements - Parks and Recreation		55,000		55,000			new
Lighting Project - Civic Center/City Hall		50,000		50,000			replacement
Historical Plaz - Beebe Phase II		75,000		75,000			new
Façade Improvement Grant - Historic District		100,000		100,000			new
ADA Compliance Grant Program		150,000		150,000			new
Architectural Design - Station 1 and Station 4		1,000,000		1,000,000			replacement
		<u>\$ 6,065,000</u>		<u>\$ 6,065,000</u>			
<b>Total Capital Outlays (Special Revenue Funds)</b>		<b>\$ 7,722,060</b>		<b>\$ 7,722,060</b>			

CITY OF WARREN, MICHIGAN  
 DOWNTOWN DEVELOPMENT AUTHORITY  
 FINANCIAL SUMMARY AS OF DECEMBER 31, 2021

FY2022

Cash Balance - Beginning of FY2022 \$ 22,045,609 \$ 38,729 \$ 11,431,654 \$ 20,652,084

Fiscal Year 2022 Activity						
	Budget As Recommended By Mayor	Prior Year Re-appropriation	Adjusted Budget	Accrual Thru 12/31/2021	Encumbered Thru 12/31/2021	Balance
<b>Revenues</b>						
Property tax collections	6,304,000	-	6,304,000	3,181,998	-	3,182,002
Local community stabilization	3,800,000	-	3,800,000	-	-	3,800,000
Other income	125,000	-	125,000	-	-	125,000
Fund balance appropriated	3,649,540	510,472	4,160,012	-	-	4,160,012
<b>Total revenue</b>	<b>13,938,540</b>	<b>510,472</b>	<b>14,449,012</b>	<b>3,181,998</b>	<b>-</b>	<b>11,267,014</b>

<b>Expenditures:</b>						
Permanent employees	121,230	-	121,230	57,937	-	63,293
Temporary employees	25,000	-	25,000	53,956	-	128,956
Social security	11,301	-	11,301	8,518	-	2,783
Employee insurances	30,384	-	30,384	8,041	-	31,343
Retiree health insurance	40,367	-	40,367	18,126	-	22,241
U.S.A. expense	2,454	-	2,454	1,278	-	1,176
Supplemental life insurance	24	-	24	9	-	15
Longevity	1,500	-	1,500	1,061	-	439
Defined contribution expense	12,273	-	12,273	6,392	-	5,881
Supplies	3,000	-	3,000	84	-	2,916
Contractual services	615,000	23,168	638,168	325,037	507,924	5,507
Postage	150	-	150	24	-	126
Telephone & radio	700	-	700	196	-	504
Mileage	800	-	800	-	-	800
Conferences & workshops	7,800	-	7,800	2,920	-	4,880
Community promotion	75,000	-	75,000	60,000	-	15,000
Public utilities	3,000	-	3,000	68	-	2,932
Administrative costs	407,000	-	407,000	203,496	-	203,504
Memberships & dues	9,500	-	9,500	300	600	8,600
City flower plantings	20,000	-	20,000	-	-	20,000
Transfers to field service	6,478,057	487,004	6,478,057	-	-	6,478,057
Capital outlay	6,065,000	-	6,552,004	490,099	1,482,744	4,572,561
<b>Total expense</b>	<b>13,938,540</b>	<b>510,472</b>	<b>14,449,012</b>	<b>1,314,147</b>	<b>1,991,268</b>	<b>11,413,602</b>

CITY OF WARREN, MICHIGAN  
 COUNTY TOWN DEVELOPMENT AUTHORITY  
 FINANCIAL SUMMARY AS OF DECEMBER 31, 2021  
 SCHEDULE A - REAPPROPRIATED FROM FY2021

Rollover of 06.30.2021 Open Encumbrances (Reappropriation) - Contractual Services	
Pierite & Moran	4,283 Real Estate Consulting
Anderson Eckstun	5,000 Survey Work
DMF Energy	8,740 Upgrades
Clark Hill PC	1,445 Legal Services
Total	<u>23,468</u>
Rollover of 06.30.2021 Open Encumbrances (Reappropriation) Capital Improvements	
Warren Contractors	374 Beebe Park Construction
Rainhorn Electric	486,630 PD Emergency Generator
Total	<u>487,004</u>
TOTAL REAPPROPRIATION	
	<u>510,472</u>

CITY OF WARREN, MICHIGAN  
 DOWNTOWN DEVELOPMENT AUTHORITY  
 FINANCIAL SUMMARY AS OF DECEMBER 31, 2021  
 OUTSTANDING ENCUMBRANCES/AFFILIATIONS

	Original Encumbrance	Paid	Open Amount
<b>Contractual Services:</b>			
Plante & Moran	85,000	76,717	8,283
Anderson, Eckstein	5,000	-	5,000
Clark, Hill	8,500	7,055	1,445
Landscape Services	237,792	104,522	133,270
Holligan & Associates,	9,768	278	9,490
Knight Watch	22,118	-	22,118
Fire Line Firehose	7,100	-	7,100
Broadcast Selections	75,000	-	75,000
Beckett & Raider	62,500	-	62,500
Lovv	1,041	-	1,041
The Onico Group	1,760	-	1,760
Partners in Architecture	2,353	-	2,353
Landscape Services	28,564	-	28,564
Partners in Architecture	150,000	-	150,000
	<u>696,496</u>	<u>188,572</u>	<u>507,924</u>
<b>Memberships &amp; Dues:</b>			
Vichigan Downtown Association	600	-	600
<b>Capital Outlay:</b>			
TK Elevator	124,375	62,187	62,188
TK Elevator	11,867	-	11,867
Rosenbauer Minnesota L.C	695,267	-	695,267
Emergency Vehicles Plus	256,311	-	256,311
Emergency Vehicles Plus	256,311	-	256,311
Newton Crane Roofing	203,800	-	200,800
	<u>1,544,931</u>	<u>62,187</u>	<u>1,482,744</u>

CITY OF WARREN, MICHIGAN  
DOWNTOWN DEVELOPMENT AUTHORITY  
OUTSTANDING DEBT FY2022-FY2029

Fiscal Year	2013 DDA Refunding Bonds			2014 DDA Refunding Bonds			2015 DDA Refunding Bonds		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2022	\$ 1,465,000	\$ 267,581	\$ 1,732,581	\$ 2,955,000	\$ 510,225	\$ 3,465,225	\$ 1,035,000	\$ 244,000	\$ 1,279,000
2023	\$ -	\$ -	\$ -	\$ 2,920,000	\$ 422,100	\$ 3,342,100	\$ 1,010,000	\$ 223,550	\$ 1,233,550
2024	\$ -	\$ -	\$ -	\$ 2,885,000	\$ 335,025	\$ 3,220,025	\$ 1,235,000	\$ 194,025	\$ 1,429,025
2025	\$ -	\$ -	\$ -	\$ 2,850,000	\$ 249,000	\$ 3,099,000	\$ 1,220,000	\$ 158,100	\$ 1,378,100
2026	\$ -	\$ -	\$ -	\$ 2,810,000	\$ 164,100	\$ 2,974,100	\$ 1,195,000	\$ 121,875	\$ 1,316,875
2027	\$ -	\$ -	\$ -	\$ 2,755,000	\$ 80,625	\$ 2,835,625	\$ 1,175,000	\$ 86,325	\$ 1,261,325
2028	\$ -	\$ -	\$ -	\$ 1,310,000	\$ 19,050	\$ 1,329,050	\$ 1,155,000	\$ 51,375	\$ 1,206,375
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,135,000	\$ 17,025	\$ 1,152,025
<b>TOTAL</b>	<b>\$ 1,465,000</b>	<b>\$ 267,581</b>	<b>\$ 1,732,581</b>	<b>\$ 18,485,000</b>	<b>\$ 1,780,725</b>	<b>\$ 20,265,725</b>	<b>\$ 9,160,000</b>	<b>\$ 1,097,175</b>	<b>\$ 10,257,175</b>

Fiscal Year	2021 DDA Refunding Bonds			Combined Total		
	Principal	Interest	Total	Principal	Interest	Total
2022	\$ -	\$ -	\$ -	\$ 5,455,000	\$ 1,021,806	\$ 6,476,806
2023	\$ 1,515,000	\$ 38,788	\$ 1,553,788	\$ 5,445,000	\$ 684,438	\$ 6,129,438
2024	\$ 1,435,000	\$ 27,438	\$ 1,462,438	\$ 5,555,000	\$ 557,388	\$ 6,112,388
2025	\$ 1,345,000	\$ 17,680	\$ 1,362,680	\$ 5,415,000	\$ 424,780	\$ 5,839,780
2026	\$ 1,255,000	\$ 8,534	\$ 1,263,534	\$ 5,260,000	\$ 294,569	\$ 5,554,569
2027	\$ -	\$ -	\$ -	\$ 3,930,000	\$ 166,950	\$ 4,096,950
2028	\$ -	\$ -	\$ -	\$ 2,465,000	\$ 71,025	\$ 2,536,025
2029	\$ -	\$ -	\$ -	\$ 1,135,000	\$ 17,025	\$ 1,152,025
<b>TOTAL</b>	<b>\$ 5,550,000</b>	<b>\$ 92,440</b>	<b>\$ 5,642,440</b>	<b>\$ 34,660,000</b>	<b>\$ 3,237,921</b>	<b>\$ 37,897,921</b>

Savings from refunding 2013 Bonds \$ 335,395

**DEVELOPMENT COOPERATION AGREEMENT  
BETWEEN  
CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY (DDA)  
AND  
CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY (BRA)**

This Development Cooperation Agreement (this "Agreement") is made this day of December 30, 2021 by and between the City of Warren Downtown Development Authority (the "DDA") and City of Warren Brownfield Redevelopment Authority (the "BRA") both independent authorities formed by the City of Warren (the "City") with a business address of 1 City Square, Warren, MI 48093, related to the redevelopment of the property identified as the former Hartsig Junior High School located at 8525 Cole Drive in Warren, Macomb County, MI 48093 (the "Property") by Cole Street Investments, L.L.C. (the "Developer"). Developer is proposing a residential development project on the Property (the "Project") that has been approved by the City.

This Agreement is intended to comply with the terms and requirement of the Intergovernmental Conditional Transfer of Property by Contract Act, P. A. 425 of 1984, as amended, MCL §124.21 et seq. (the "Act"). Any and all required terms and conditions not expressly set forth herein are incorporated by reference to ensure compliance with the Act.

**BACKGROUND**

The current condition of the Property is an impediment to its redevelopment. The Property is a blighted and functionally obsolete vacant building originally designed, built and operated as a public school and subsequently operated by a charter school prior to closing and falling into disrepair. The structure is an attractive nuisance and has suffered breaking and entering, vandalism and water intrusion. The Property has become dilapidated and needs to be demolished to support other uses of the Property. As the Property is physically and visually impacted (blighted) and not useable in its current condition (functionally obsolete), incentives are necessary to equalize the costs of re-developing the Property versus developing a Greenfield site and "level the playing field" to attract developers and tenants to the Property. The BRA and City of Warren Council approved the Brownfield Plan as part of a Consent Judgment approved by the Court on September 17, 2021. The Property currently resides within the boundaries of the DDA.

**RECITALS**

- A. The DDA and BRA desire, through cooperation, to foster a quality Economic development project to benefit the community.
- B. The cooperation between the DDA and BRA is designed to bring about the enhancement of the tax base and to thereby create jobs and provide housing options to the current and prospective residents of the City.
- C. As the Property is located within the boundaries of the DDA, the DDA presently has the right to collect any increase in taxes from the current base value, known as Tax Increment Revenue ("TIR"), generated by the proposed Project as it is located within the boundaries of the DDA. Both the DDA and BRA desire to foster continued economic development within the DDA boundaries.
- D. The DDA and BRA recognize their mutual goals relative to a quality Economic development project locating within the DDA and on the Property would be served through the DDA delaying the

collection of TIR generated by the proposed redevelopment Project and allow the BRA to collect all levies/millages allowed under the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended "Act 381").

- E. In particular, the DDA would like to see the Property redeveloped as it is an integral part of the City's proposed Downtown Development to create a walkable community within the boundaries of the DDA.
- F. By means of this Agreement, the DDA and BRA agree that the BRA may collect all of the levies/millages allowed under Act 381 to support the repayment of the Eligible Activities approved by the BRA as well as all BRA Management Fees and up to five (5) years of Local Brownfield Revolving Fund (the "LBRF") collections, not to exceed the thirty (30) years of TIR collection allowed under P.A. 381 of 1996, as amended.
- G. By cooperating, the parties can minimize uncertainty about the proposed redevelopment, better accommodate the proposed Project, assure that the proposed redevelopment occurs in a mutually beneficial manner, better assure the quality of the redevelopment and better utilize respective resources.

Now therefore, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. In accordance with MCL §124.21 (1):

(a) "Economic development project" means land and existing or planned improvements suitable for use by an industrial or commercial enterprise, or housing development. Economic development project includes necessary buildings, improvements, or structures suitable for and intended for or incidental to use as an industrial or commercial enterprise or housing development; and includes the machinery, furnishings, and equipment necessary, suitable, intended for, or incidental to a commercial, industrial, or residential use in connection with the buildings or structures.

(b) "Local unit" means a city, township, or village.

2. In accordance with MCL §124.22 (1) and (2), the collection of TIR by the BRA under this Agreement shall not exceed a period of thirty (30) years as allowed under Act 381 and can only be amended by a written agreement approved by both the DDA and BRA Boards.

3. In accordance with MCL §124.23 (3) the DDA and BRA shall consider the following factors:

(a) Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development in the area to be transferred. Comparative data for the transferring local unit and the portion of the local unit remaining after transfer of the property shall be considered.

(b) The need for organized community services; the present cost and adequacy of governmental services in the area to be transferred; the probable future needs for services; the practicability of supplying such services in the area to be transferred; the probable effect of the proposed transfer and of alternative courses of action on the cost and adequacy of services in the area to be transferred and on the remaining portion of the local unit from which the area will be transferred; the probable change in taxes and tax rates in the area to be transferred in relation to the benefits expected to accrue from the transfer; and the financial ability of the local unit responsible for services in the area to provide and maintain those services.

(c) The general effect upon the local units of the proposed action; and the relationship of the proposed action to any established city, village, township, county, or regional land use plan.

The above factors (a) through (c) are not applicable as only the right of the DDA to collect TIR is being assigned by the DDA to the BRA and all other rights and responsibilities of the parties shall remain within each entities purview.

4. In accordance with MCL §124.24 (4)(1) the legislative body of each local unit affected by a proposed transfer of property under this act shall hold at least 1 public hearing before entering into a contract under this act. Notice of the hearing shall be given in the manner provided by the open meetings act, Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws; and (2) A decision to enter into a contract under this act shall be made by a majority vote of those members elected and serving on the legislative body of each affected local unit.

5. In accordance with MCL §124.25a (5a):  
Except as otherwise provided in this section, a petition under section 5, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A petition under section 5(4) that is signed by landowners because no registered electors reside within the property to be transferred is not subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

6. In accordance with MCL §124.26 (6) the following provisions are applicable to this agreement:

- (a) This Agreement may only be rescinded or terminated by the DDA or BRA upon completion of requirements of Recital F or unless otherwise agreed in writing by the DDA and Boards.
- (b) No compensation by and between the DDA and BRA for staff time, consultants, legal counsel or other parties shall be paid by either party to the other party. Each party shall liable for payment of their own expenses to review, enter into and manage this Agreement.
- (c) No additional fees and/or costs shall be levied upon the Developer, the Project or either party without a written agreement approved by both parties.
- (d) All agreements between the DDA and BRA materially effecting the collection of TIR by the BRA shall be in a writing and approved by the parties. The respective Manager of the DDA Board and DRA Board contracts may entered into agreements related to the day to day operations between the parties without the requirement for Board approvals.
- (e) The BRA may enter into agreements with local, state and federal units of government to obtain grants, loans and other assistance or funds to support the Project without the need for approval by the DDA, unless the terms of said grants, loans and other assistance or funds require approval of the DDA.
- (f) Each entity shall remain responsible for its' own liabilities that might be incurred through performance of the contract and insuring against any such liability.
- (g) Any other necessary and proper matters agreed upon by the parties may be agreed to in a writing signed by the parties after approval of the DDA and BRA Boards.

7. In accordance with MCL §124.27(7) The Parties hereby agree to the following provisions:

- (1) This Agreement shall be in force for the period required to reimburse the Developer for all Eligible Activities approved by the BRA as well as all BRA Management Fees and up to five (5) years of LBRF collections, not to exceed the thirty (30) years of TIR collection allowed under P.A. 381 of 1996, as amended;
- (2) The DDA specifically authorizes the BRA to capture and collect all ad valorem and personal property taxes and any other revenues designated for and generated by the local units and capture of those

revenues by the BRA in accordance with P.A. 381 of 1996, as amended. Upon repayment of the Eligible Activities to Developer, payment of all BRA Management Fees and up to five (5) years of LBRF collections, all rights to the capture of ad valorem and personal property taxes shall revert to the DDA.

(3) The DDA, upon inquiry to the BRA, shall be provided documentation from the BRA estimating the remaining balance of Eligible Activities owed to the Developer as well as the remaining BRA Management Fees and LBRF collections to be captured by the BRA. Upon payment in full of the foregoing, the TIR capture shall revert to the DDA and the BRA shall return administration of the transferred Property to the DDA.

8. In accordance with MCL §124.28 (8) Unless specifically agreed by the parties in writing after approval by both the DDA and BRA Boards, this Agreement prohibits assignment of the TIR generated by the Property to any other party for the term of this Agreement for any other purpose, unless for purpose of repaying a Brownfield loan or other financial assistance as contemplated above.

9. In accordance with MCL §124.29 (9) While this Agreement is in effect, the DDA shall not enter into any other agreement related to the assignment of TIR generated by the Property unless any such assignment is agreed to in a writing approved by the BRA Board.

10. In accordance with MCL §124.30 (10) The conditional transfer of property pursuant to a contract under this act takes place when the contract is filed in the manner required by this section. After the affected local units enter into a contract under this act, the clerk of the local unit to which the property is to be conditionally transferred shall file a duplicate original of the contract with the county clerk of the county in which that local unit, or the greater part of that local unit, is located and with the secretary of state. That county clerk and the secretary of state shall enter the contract in a book kept for that purpose. The contract or a copy of the contract certified by that county clerk or by the secretary of state is prima facie evidence of the conditional transfer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above by authority of the respective DDA and BRA Boards.

WITNESSES:

DOWNTOWN DEVELOPMENT  
AUTHORITY

Signature \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

BROWNFIELD REDEVELOPMENT  
AUTHORITY

Signature \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Final DRAFT for Review by Legal Counsel

**DDA List of Bills 02/02/2022**

Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
Anderson, Eckstein and Westrick, Inc.	009688	11/30/2021	494-9494-87400	320.00	134254	non-PO	Beebe's Corner Park - RFP-W-9755
Hubbell, Roth & Clark, Inc.	009737	4/17/2019	494-9494-80100	5,850.51	189337	non-PO	Professional Engineering Services - Civic Center Storm Sewer Improvements
Warren Contractors & Development	015598	12/14/2021	494-9494-87400	40,500.00	PR-20-719	non-PO	Beebe Corner Park - Payment # 5
Broadcast Selections & Sales Inc.	017319	12/1/2021	494-9494-80100	1,650.00	20780	2219462	MI Warren, Buy Warren
Beckett & Raeder	017359	9/1/2021, 10/1/2021, & 11/1/2021	494-9494-80100	22,197.50	2021609, 2021703, 2021799	2219541	Warren Historic District Plan & Van Dyke Corridor Plan
Rauhorn Electric, Inc.	018379	12/9/2021	494-9494-80100	30,582.50	20645	PD-20-722	Emergency Generator System Replacement for PD - Payment #5
Mark Knapp	-	11/19/2021	494-9494-80200	27.10	-	non-PO	Reimbursement for DDA Postage
Partners in Architecture, PLC	016665	12/27/2021	494-9494-80100	2,253.25	4178A	2219612	WCC Stadium Feasibility Study
Partners in Architecture, PLC	016665	10/18/2021, 1/17/2022	494-9494-80100	61,616.25	4685, 4735		Civic Center South Fire/EMS Plans
Lowes Home Improvement	009871	10/15/2021, 10/18/2021, 10/20/2021, 10/21/2021, 10/22/2021, 10/27/2021	494-9494-80100	1,033.69	03402, 03520, 02900, 03555, 03889, 03037	2219591	Crime Commission Renovation
The Enrico Group, INC	013516	10/26/2021	494-9494-80100	1,760.00	9907	2219590	Crime Commission Renovation
Rosenbauer Minnesota, LLC	017288	12/9/2021	494-9494-88400	692,581.00	67855	2218543	DEM0 Fire Truck - Approved with Email Vote
				<b>\$ 860,351.90</b>			



# Engineering Division Payment Request

Date: November 30, 2021

To: Tom Bommarito, Economic Development Director

From: Engineering Division

Re: Payment No. 268  
 Contract: RFP-W-8755, Professional Engineering Services  
 Invoice # 134254  
 Improvement: Beebe's Corner Park  
Construction Observation (Project approved by DDA)

Payee: Anderson, Eckstein and Westrick, Inc.  
 51301 Schoenherr Road  
 Shelby Township, MI 48315

	This Project	Total Contract
Original Contract Amount (approved 11/18/13)	\$ 5,000.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 320.00	\$ 320.00
Previously Approved Work to Date	\$ 1,349.20	\$ 2,628,976.33
Total Work Performed from 9/27/21-10/24/21	\$ 1,669.20	\$ 2,629,296.33
Total Amount Due this Payment		\$ 320.00

Chargeable to:	DDA Cap Impr Fund	494-9494-97400	100.00%	\$ 320.00
----------------	-------------------	----------------	---------	-----------

Chargeable to:

Prepared by:

  
 Ron Gayta  
 Office Coordinator

Approved for Payment:

  
 Tina G. Gapshes, P.E.  
 City Engineer

cc: Payee



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHEFER RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)725-1734

**INVOICE**

November 10, 2021  
 Project No. 0140-0095-0  
 Invoice No. 0134254

CITY OF WARREN, ENGINEERING DIVISION  
 ATTN: RON GAYTA  
 ONE CITY SQUARE  
 SUITE 300  
 WARREN, MI 48093-2390

Project: 0140-0095-0 BEEBE'S CORNER PARK  
 FOR: CONSTRUCTION STAKING SERVICES  
 Professional Services from September 27, 2021 to October 24, 2021

Phase CS CONSTRUCTION STAKING

**Professional Personnel**

	Hours	Rate	Amount	
CONSTRUCTION TAKEOUT				
SURVEY TEAM LEADER	2.00	85.00	170.00	
Totals	2.00		170.00	
Total Labor				<b>170.00</b>

**Unit Billing**

2 PERSON CREW-CONSTRUCTION STAKEOUT	1.0 HOUR @ 150.00	150.00	
Total Units		<b>150.00</b>	<b>150.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	325.00	1,349.20	1,699.20
Limit			5,000.00
Remaining			3,300.80

**Total this Phase \$320.00**

**Total this Invoice \$320.00**



Engineering Division
Payment Request

Date: December 20, 2021

To: Sara Karpuk, Budget Analyst, Controller's Office

From: Engineering Division

Re: Payment No. 310
Contract: Professional Engineering Services
Invoice # 169337
Improvement: Civic Center Storm Sewer Improvements
Activity: Design (workslope approved 12/14/17)

Payee: Hubbell, Roth & Clark, Inc.
P.O. Box 824
Bloomfield Hills, MI 48303-0824

Table with 3 columns: Description, This Project, Total Contract. Rows include Original Contract Amount, Contract Renewal, Current Amended Contract Amount, Amount this Billing, Previously Approved Work to Date, and Total Work Performed from 3/23/19 - 3/23/19.

Total Amount Due this Payment \$ 5,850.51

Chargeable to: DDA Contract Services 494-9494-80100 100% \$ 5,850.51

Chargeable to:

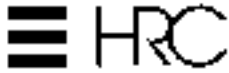
Prepared By:

Tina G. Gapshes, P.E.
City Engineer

Approved for Payment:

Tom Bommarito
Economic Development Director

cc: Payee



HUBBELL, ROTH & CLARK, INC.  
 CONSULTING ENGINEERS  
 PO BOX 824  
 BLOOMFIELD HILLS, MICHIGAN 48303-0824  
 (248) 454-6300

April 17, 2019  
 Project No: 2017045B.07  
 Invoice No: C169337

CITY OF WARREN  
 ENGINEERING DIVISION  
 ONE CITY SQUARE  
 SUITE 300  
 WARREN, MI 48093

ATTN: JAMES VAN HAVERMAAT, P.E. CITY ENGINEER  
 CIVIC CENTER STORM WATER MASTER PLAN UPDATE  
 PLANS AND SPECIFICATIONS

Professional Services for period ending March 23, 2019

Fee	2,361,573.00			
Fee Percentage	4.44			
Total Fee	104,854.11			
Percent Complete	100.00	Total Earned	104,854.11	
		Previous Fee Billing	99,003.60	
		Current Fee Billing	5,850.51	
		<b>Total Fee</b>		<b>5,850.51</b>
		<b>Total Due this Invoice</b>		<b>\$5,850.51</b>

**PAYMENT REQUEST**

Date : December 14, 2021  
To : Tom Bommarito, Economic Development Director

From : Engineering Division

Re : Payment No.	<u>5</u>	Payee :	<u>Warren Contractors &amp; Development</u>
Project No.	<u>PR-20-719</u>		<u>14979 Technology Drive</u>
Location	<u>Beebe's Corner Park</u>		<u>Shelby Twp., MI 48315</u>
Improvement:	<u>Park Construction</u>		

Original Contract Amount	(DDA Approval 9/2/2020)	<u>\$179,738.00</u>
Contract Modification No. 1	(DDA Approval 11/23/2020)	<u>\$21,000.00</u>
Contract Modification No. 2	(DDA Approval 8/4/2021)	<u>\$60,000.00</u>
<b>Current Contract Amount</b>		<u><b>\$260,738.00</b></u>

Total Work performed as of 12/13/21	<u>\$260,313.55</u>
Less Retainage <b>0.56%</b>	<u>\$1,000.00</u>
Net Amount Earned to Date	<u>\$259,313.55</u>
Amount of Previous Payment Requests	<u>\$218,813.55</u>

**Amount Due This Estimate** **\$40,500.00**

Retainage Previously Withheld	<u>\$1,000.00</u>
Retainage Change this Pay Estimate	<u>\$0.00</u>

Chargeable to : DDA Capital Improvements Fund	<b>494-9494-97400</b>	<b>\$40,500.00</b>
---	-----------------------	--------------------

The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Approved for Payment by:  
  
Tina G. Gapsnes, P.E.  
City Engineer

Approved for Payment by:  
  
Tom Bommarito  
Economic Development Director

cc: Payee



PR-20-719  
 Beebe's Corner Park  
 Estimate No. 5



Contractor: Warren Contractors & Development  
 Address: 14975 Technology Drive  
 City: Shelby Twp., MI 48315

ITEM NO.	PAV ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
1	REIMBURSED PERMIT FEES	DIR	1	\$4,000.00	\$4,000.00	0.3	\$1,319.98	0.0	\$0.00
2	MOBILIZATION, MN-MAX	LS	1	\$14,000.00	\$14,000.00	1.0	\$14,000.00	0.0	\$0.00
3	TREE, REM, 19 INCH TO 34 INCH	EA	1	\$4,000.00	\$4,000.00	1.0	\$4,000.00	0.0	\$0.00
4	CURB AND GUTTER, REM	FT	77	\$38.00	\$2,910.00	82.4	\$2,473.00	0.0	\$0.00
5	SIDEWALK, REM	SYD	36	\$25.00	\$900.00	71.8	\$1,797.25	0.0	\$0.00
6	PAVT, REM, MODIFIED	SYD	454	\$25.00	\$11,350.00	418.0	\$10,975.00	0.0	\$0.00
7	SITE GRADING	LS	1	\$20,000.00	\$20,000.00	1.0	\$20,000.00	0.0	\$0.00
8	EROSION CONTROL, SILT FENCE	FT	314	\$3.00	\$942.00	296.0	\$888.00	0.0	\$0.00
9	EROSION CONTROL, INLET FILTER PROTECTION, SILTSACK	EA	2	\$100.00	\$200.00	2.0	\$200.00	0.0	\$0.00
10	DR. STRUCTURE COVER, ADI, CASE 1	EA	1	\$800.00	\$800.00	0.0	\$0.00	0.0	\$0.00
11	GATE WELL COVER, ADI, CASE 1	EA	1	\$800.00	\$800.00	1.0	\$800.00	0.0	\$0.00
12	UTILITY STRUCTURE COVER, ADI, CASE 1	EA	1	\$800.00	\$800.00	1.0	\$800.00	0.0	\$0.00
13	CURB AND GUTTER, CONC, DET F4, MODIFIED	FT	77	\$48.00	\$3,696.00	82.4	\$3,955.20	0.0	\$0.00
14	DETECTABLE WARNING SURFACE	FT	10	\$55.00	\$550.00	10.0	\$550.00	0.0	\$0.00
15	SIDEWALK, CONC, 4 INCH	SFT	1,792	\$7.00	\$12,544.00	2,769.0	\$19,383.00	0.0	\$0.00
16	SIDEWALK, CONC, 6 INCH	SFT	240	\$8.00	\$1,920.00	227.0	\$1,816.00	0.0	\$0.00
17	SIDEWALK RAMP, CONC, 4 INCH	SFT	100	\$10.00	\$1,000.00	107.2	\$1,071.60	0.0	\$0.00
18	48 INCH WHITE PVC, EQUESTRIAN, FENCE	FT	192	\$48.00	\$9,216.00	190.0	\$9,120.00	0.0	\$0.00
19	TRAFFIC CONTROL AND MAINTENANCE	LS	1	\$9,000.00	\$9,000.00	1.0	\$9,000.00	0.0	\$0.00
20	FLOWER BEDS	SFT	180	\$12.00	\$2,160.00	0.0	\$0.00	0.0	\$0.00
21	ABIES CONCOLOR, 8-10'	EA	11	\$550.00	\$7,200.00	9.0	\$5,940.00	0.0	\$0.00
22	BUXUS SEMPERVIRENS NORTHERN FIND, 36 HT	EA	24	\$280.00	\$6,720.00	24.0	\$6,720.00	0.0	\$0.00
23	CORNUS FLORIDA 'CHEROKEE PRINCESS' 3 INCH CAL	EA	2.0	\$600.00	\$1,200.00	2.0	\$1,200.00	0.0	\$0.00
24	ILEX OPACA 'CARDINAL', 36 HT	EA	34	\$150.00	\$5,100.00	34.0	\$5,100.00	0.0	\$0.00
25	TELIA CORDATA TRICATA, 3 INCH CAL	EA	13	\$780.00	\$10,140.00	13.0	\$10,140.00	0.0	\$0.00

ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
26	SITE PREPERATION - FINE GRADING	LS	1	\$5,800.00	\$5,800.00	1.0	\$5,800.00	0.0	\$0.00
27	SODDING	SYD	1,250	\$10.00	\$12,500.00	1,313.9	\$13,139.00	0.0	\$0.00
28	SHEDEDDED BARK MULCH	CYD	20	\$80.00	\$1,600.00	28.0	\$1,690.00	0.0	\$0.00
29	TOPSOIL SURFACE, FLURN, LM, 4 INCH	CYD	150	\$40.00	\$6,000.00	258.4	\$10,320.00	0.0	\$0.00
30	BENCH	EA	6	\$1,900.00	\$11,400.00	6.0	\$11,400.00	0.0	\$0.00
31	BIKE RACK	EA	1	\$450.00	\$450.00	1.0	\$450.00	0.0	\$0.00
32	TRASH RECEPTACLE	EA	2	\$1,100.00	\$2,200.00	2.0	\$2,200.00	0.0	\$0.00
33	FLAGPOLE	LS	1	\$1,600.00	\$1,600.00	1.0	\$1,600.00	0.0	\$0.00
34	HISTORICAL MARKER INSTALLATION	LS	1	\$2,400.00	\$2,400.00	1.0	\$2,400.00	0.0	\$0.00
35	IRRIGATION SYSTEM, COMPLETE	LS	1	\$21,000.00		1.0	\$21,000.00	0.0	\$0.00
36	1/4" X 3" BLACK STEEL EDGING	FT		\$14.00		272.0	\$3,808.00	0.0	\$0.00
37	12' X 12' SHELTER	LS	1	\$38,500.00		1.0	\$38,500.00	1.0	\$38,500.00
38	WHITE VINYL FLOWER PLANTER BOXES (8 TOTAL)	LS	1	\$2,000.00		1.0	\$2,000.00	1.0	\$2,000.00
39	48 INCH, WHITE, PVC, EQUESTRIAN, FENCE	LF	235	\$70.00		235.4	\$16,480.00	0.0	\$0.00
40	10' WIDE GATE TO MATCH FENCE	LS	1	\$1,000.00		1.0	\$0.00	0.0	\$0.00

Total Work Performed as of 12/13/21		\$179,718.00	\$260,313.55	\$40,595.00
Less Retainage	0.50%		\$1,000.00	\$0.00
Net Amount Earned			\$259,313.55	\$40,595.00
Less Previous Payments			\$218,813.55	\$0.00
Total Balance Due this Estimate			\$40,500.00	\$40,595.00

I certify that I have checked this periodic estimate, that to the best of my knowledge and belief it is a true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.

  
 Tina Gopals  
 City Engineer

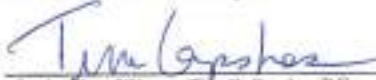
According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.

For: Warren Contractors & Development  
 Contractor

Beebe's Corner Park  
 Park Construction  
 City Project No. PR-20-719  
 Pay Estimate No. 5



Contractor: Warren Contractors & Development  
 Address: 14979 Technology Drive  
 City: Shelby Twp., MI 48315

DESCRIPTION		CURRENT CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of:	12/14/21	\$ 260,738.00	\$ 260,313.55	\$ 40,500.00
Less Retainage	0.38%		\$ 1,000.00	\$ -
Net Amount Earned			\$ 259,313.55	\$ 40,500.00
Less Previous Payments			\$ 218,813.55	
<b>Total Amount Due this Estimate:</b>			\$ 40,500.00	\$ 40,500.00
Total DDA Capital Improvements Fund Work Performed as of:	12/14/21	\$ 260,738.00	\$ 260,313.55	\$ 40,500.00
Less Retainage	0.38%		\$ 1,000.00	\$ -
Net Amount Earned			\$ 259,313.55	\$ 40,500.00
Less Previous Payments			\$ 218,813.55	\$ -
<b>Total DDA Capital Improvements Fund this Estimate:</b>			\$ 40,500.00	\$ 40,500.00
Total 2018 Michigan Transportation Operating Fund Work Performed as of:	12/14/21	\$ -	\$ -	\$ -
Less Retainage			\$ -	\$ -
Net Amount Earned			\$ -	\$ -
Less Previous Payments			\$ -	\$ -
<b>Total 2018 Michigan Transportation Operating Fund Work this Estimate:</b>			\$ -	\$ -
<p>I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.</p> <p style="text-align: right;">         for the City of Warren, Tilda G. Gapsdos, P.E.        City Engineer     </p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.</p>				



Broadcast Selections & Sales Inc  
3955 E COMMERCE RD  
COMMERCE TOWNSHIP, MI 48382  
US  
2486844242  
craig@broadcastselections.com

# INVOICE

**BILL TO**  
TOM BOMMARITO  
MIWARREN.ORG

**INVOICE #** 20788  
**DATE** 12/01/2021  
**DUE DATE** 12/31/2021  
**TERMS** Net 30

PO # 2219462

DESCRIPTION	QTY	RATE	AMOUNT
MI WARREN BUY WARREN DECEMBER COMMUNITY GIFT CARD INVOICE PURCHASE ORDER #2010801 REVISED			
<b>Services</b>			1,650.00
WEEK 12/8 WARREN WEEKLY REVISED			

MI WARREN BY WARREN DECEMBER COMMUNITY GIFT CARD  
INVOICE PO#2010801

BALANCE DUE

**\$1,650.00**

REVISED

494-9494-80100

# B R i Beckett & Raeder

535 West William, Suite 101  
Ann Arbor, MI 48106  
(734) 963-1622

## MONTHLY INVOICE

### BILL TO

Tom Bonmarito  
City of Warren  
1 City Square  
Warren, MI 48093

### PROJECT DESCRIPTION: Warren Historic District Plan & Van Dyke Corridor Plan

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	PROJECT NO.	BALANCE DUE
2021609	Sep 01, 2021	Oct 01, 2021	2021045	\$4,086.00

	Fee Summary		Previously Invoiced		Current Invoice		Remaining	
	%	Stipulated	% Phase completed	Amt. billed	% complete	Value of completed	Amount remaining	
Historic District Plan	41.60%	\$46,140.00	0.00%	\$0.00	6.00%	\$2,758.40	\$43,653.60	
Van Dyke Corridor Plan	58.32%	\$84,990.00	0.00%	\$0.00	2.00%	\$1,289.60	\$83,680.40	
	100.00%	\$111,420.00	0.00%	\$0.00	3.67%	\$4,086.00	\$107,334.00	

Invoice Total: \$4,086.00

Professional service fees and expenses for June - August

### Aging

	0-30	31-60	61-90	91-120	>>120	Total
Warren Historic District Plan & Va	\$4,086.00	--	--	--	--	\$4,086.00

B R i  
Beckett & Raeder

535 West William, Suite 101  
Ann Arbor, MI 48101  
734.663.2622

**MONTHLY INVOICE**

**BILL TO**

**Tom Bommarito  
City of Warren  
1 City Square  
Warren, MI 48093**

**PROJECT DESCRIPTION: Warren Historic District Plan & Van Dyke Corridor Plan**

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	PROJECT NO	BALANCE DUE
2021703	Oct 01, 2021	Oct 31, 2021	2021045	<b>\$2,322.00</b>

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Spouled	% phase completed	Amount billed	% complete current invoice	Value of completed	Amount remaining
Historic District Plan	41.68%	\$48,440.00	6.00%	\$2,786.40	11.00%	\$2,322.00	\$41,331.60
Van Dyke Corridor Plan	58.32%	\$64,980.00	2.00%	\$1,298.60	0.00%	\$0.00	\$63,681.40
	<b>100.00%</b>	<b>\$111,420.00</b>	<b>3.67%</b>	<b>\$4,085.00</b>	<b>2.00%</b>	<b>\$2,322.00</b>	<b>\$105,012.00</b>

**Invoice Total: \$2,322.00**

Professional service fees and expenses for September

B R i  
**Beckett & Raeder**

535 West William, Suite 101  
 Ann Arbor, MI 48103  
 734.663.2622

**MONTHLY INVOICE**

**BILL TO**

**Tom Bommarito**  
**City of Warren**  
**1 City Square**  
**Warren, MI 48093**

**PROJECT DESCRIPTION: Warren Historic District Plan & Van Dyke Corridor Plan**

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	PROJECT NO.	BALANCE DUE			
2021799	Nov 01, 2021	Dec 01, 2021	2021045	<b>\$15,789.60</b>			
Fee Summary		Previously Invoiced		Current Invoice	Remaining		
%	Stipulated	% phase completed	Amount billed	% complete current inv	Value of completed	Amount remaining	
Historic District Plan	41.88%	\$46,440.00	11.00%	\$5,108.40	45.00%	\$15,789.60	\$25,542.00
Van Dyke Corridor Plan	58.12%	\$84,980.00	2.03%	\$1,299.60	0.00%	\$0.00	\$83,680.40
	<b>100.00%</b>	<b>\$111,420.00</b>	<b>5.75%</b>	<b>\$6,408.00</b>	<b>14.17%</b>	<b>\$15,789.60</b>	<b>\$89,222.40</b>
<b>Invoice Total:</b>						<b>\$15,789.60</b>	

Professionals' service fees and expenses for October

**PAYMENT REQUEST**

Date : December 14, 2021  
 To : Tom Bommarito, Downtown Development Director  
 From : Engineering Division

Re :	Payment No.	<u>5</u>	Payee :	<u>Rauhorn Electric, Inc.</u>
	Project No.	<u>PD-20-722</u>		<u>14140 33 Mile Road</u>
	Location	<u>Warren Police Dept. Building</u>		<u>Bruce Township, MI 48065</u>
	Improvement:	<u>Emergency Generator System Replacement</u>		

Original Contract Amount	(DDA Approval 11/23/2020)	<u>\$855,000.00</u>	
Contract Modification No. 1	(DDA Approval 7/7/2021)	<u>\$52,740.00</u>	
Contract Modification No. 2	(DDA Approval 9/15/2021)	<u>\$40,750.00</u>	
Contract Modification No. 3	(DDA Approval 12/1/2021)	<u>\$85,024.61</u>	
Current Contract Amount			<u>\$1,033,514.61</u>
Total Work performed as of 12/9/21		<u>\$810,052.50</u>	
Less Retainage	5.60%	<u>\$45,387.00</u>	
Net Amount Earned to Date		<u>\$764,665.50</u>	
Amount of Previous Payment Requests		<u>\$734,103.00</u>	
<b>Amount Due This Estimate</b>			<b>\$30,562.50</b>
Retainage Previously Withheld		<u>\$45,387.00</u>	
Retainage Change this Pay Estimate		<u>\$0.00</u>	

Chargeable to : DDA Contracts Fund	<b>\$30,562.50</b>
------------------------------------	--------------------

Approved for Payment by:

  
 Tina G. Gapshes, P.E.  
 City Engineer

Approved for Payment by:

  
 Tom Bommarito  
 DDA

cc: Payee

**Rauhinn Electric, Inc.**  
 14140 33 Mile Road  
 Bruce Twp. MI 48065

586-992-0400

**Project:**  
 Warren PD Generator  
 20-059

**Bill to:**

City of Warren  
 One City Square  
 Suite 300  
 Warren, MI 48093-2390

**Invoice number:** 29645  
**Invoice date:** 12/9/2021  
**Terms:** Net 30 Days

<b>Our JobID:</b> 20-059	<b>Application #:</b> 5
<b>Your order #:</b> PD-20-722	<b>Period:</b> 12/01/21 - 12/31/21

<b>1. ORIGINAL CONTRACT SUM</b>	655,000.00
<b>2. Net Change by Change Orders</b>	178,514.51
<b>3. CONTRACT SUM TO DATE</b>	1,033,514.51
<b>4. TOTAL COMPLETED AND STORED TO DATE</b>	810,052.50
<b>5. RETAINAGE.</b>	
a. <u>5.60</u> % of Completed Work	45,387.00
b. <u>0.00</u> % of Stored Material	0.00
Total retainage	45,387.00
<b>6. TOTAL EARNED LESS RETAINAGE</b>	764,665.50
<b>7. PREVIOUS CERTIFICATES</b>	734,103.00
<b>8. CURRENT PAYMENT DUE</b>	30,562.50
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b>	268,849.11

Unpaid previous applications: 0.00

**Due date:** 1/8/2022

**Total amount due:** 30,562.50

**AJA Type Document  
Application and Certification for Payment**

**TO (OWNER):** City of Warren  
One City Square  
Suite 300  
Warren, MI 48093-2390

**PROJECT:** Warren PD Generator

**APPLICATION NO:** 5  
**PERIOD TO:** 12/31/2021

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**FROM (CONTRACTOR):** Reuhom Exchng. Inc.  
14140 23 Mile Road  
Bura Twp. MI 48065

**VIA (ARCHITECT):**

**ARCHITECTS  
PROJECT NO:** PD-20-722

**CONTRACT FOR:** 20-089

**CONTRACT DATE:** 10/13/2020

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BAI ANCE	RETAINAGE
1	BASF CONTRACT	655,000.00	726,750.00	0.00	0.00	726,750.00	85.00	126,250.00	42,750.00
X003	BULLETIN 1	52,740.00	52,740.00	0.00	0.00	52,740.00	100.00	0.00	7,837.00
X006	FUEL TANK COMPLIANCE ISSUES	40,750.00	0.00	30,562.50	0.00	30,562.50	76.00	10,187.50	0.00
X007	APPROVED COST INCREASES	85,024.64	0.00	0.00	0.00	0.00	0.00	86,024.64	0.00
<b>REPORT TOTALS</b>		\$1,633,014.04	\$779,490.00	\$30,562.50	\$0.00	\$810,052.50		\$273,402.11	\$45,387.00

## MEMORANDUM

To: Tiffany Nawrocki, Mayor's Office

RE: Reimbursement for DDA postage

DATE: November 19, 2021

Dear Tiffany:

Attached please find a receipt for postage related to DDA activity. The check to Yiftee, Inc. for MIWARREN was overnight mailed to them on Friday, November 12, 2021 so the campaign could kick off on the following Monday.

I paid the \$27.10 cost of mailing with a personal credit card and am requesting reimbursement.

The cost can be charged to the DDA postage account 494-9494-80200.

Thank you.

A handwritten signature in blue ink, appearing to read "Mark Knapp".

Mark Knapp  
Assistant Controller



WARREN  
28401 MOUND RD  
WARREN, MI 48090-9998  
(800)275-8777

11/12/2021 12:52 PM

Product	Qty	Unit Price	Price
PM Express 1-Day	1		\$27.10
Flat Rate Env			
Redwood City, CA 94062			
Flat Rate			
Signature Waiver			
Scheduled Delivery Date			
Sat 11/13/2021 06:00 PM			
Money Back Guarantee			
Tracking #:			
EJ957650762US			
Insurance			\$0.00
Up to \$100.00 included			
<b>Total</b>			<b>\$27.10</b>

Grand Total: \$27.10

Credit Card Remitted \$27.10

Card Name: Discover  
Account #: ██████████  
Approval #: 01292B  
Transaction #: 594  
AID: A000001523010 Chip  
AL: Discover  
PIN: Not Required Discover Credit

\*\*\*\*\*  
USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.  
\*\*\*\*\*

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>

Text your tracking number to 28777 (2USF) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-1811.

Preview your Mail  
Track your Packages  
Sign up for FREE @ <https://InformedDelivery.usps.com>

Earn rewards on your business account purchases of Priority Mail labels with the USPS Loyalty program by using Click and Ship. Visit [www.usps.com/smallbizloyalty](http://www.usps.com/smallbizloyalty) for more info.

United States Postal Service  
NOW HIRING NATIONWIDE  
Career Path Positions with Benefits  
Apply online at [www.usps.com/careers](http://www.usps.com/careers)

All sales final on stamps and postage

EJ 957 650 762 US



WARREN  
28401 MOUND RD  
WARREN, MI 48090-9998  
(800)275-8777

11/12/2021 12:52 PM

Product	Qty	Unit Price	Price
PM Express 1-Day	1		\$27.10
Flat Rate Env			
Redwood City, CA 94062			
Flat Rate			
Signature Waiver			
Scheduled Delivery Date			
Sat 11/13/2021 06:00 PM			
Money Back Guarantee			
Tracking #:			
EJ957650762US			
Insurance			\$0.00
Up to \$100.00 included			
<b>Total</b>			<b>\$27.10</b>

Grand Total: \$27.10

Credit Card Remitted \$27.10

Card Name: Discover  
Account #: ██████████  
Approval #: 01292B  
Transaction #: 594  
AID: A000001523010 Chip  
AL: Discover  
PIN: Not Required Discover Credit

\*\*\*\*\*  
USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.  
\*\*\*\*\*

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>

Partners In Architecture, PLC

65 Market Street

Suite 200

Mount Clemens, MI 48043

(586) 469-3600

City of Warren  
Tom Bommarito  
One City Square  
Suite 215  
Warren, MI 48093

Invoice number 4718A  
Date 12/27/2021

Project 21-159 City of Warren - Community  
Center Athletic Field Improvements

Services Rendered Through December 27, 2021

City of Warren and De La Salle Collegiate High School have agreed to split the cost. Not to Exceed  
\$7,000 Total.

Invoice Summary

Description	Total Billed	Prior Billed	Current Billed
CONCEPTUAL DESIGN	4,506.50	0.00	4,506.50
REIMBURSABLES	0.00	0.00	0.00
Total	4,506.50	0.00	4,506.50

Professional Fees

	Hours	Rate	Billed Amount
Matthew Showalter	28.00	98.00	2,744.00
Michael Malone	11.75	150.00	1,762.50
Professional Fees subtotal	39.75		4,506.50

Invoice Total 4,506.50

Half of Invoice Total due from City of Warren 2,253.25

Approved by:



Michael Malone

Partners In Architecture, PLC  
 65 Market Street  
 Suite 200  
 Mount Clemens, MI 48043  
 (586) 469-3600

City of Warren  
 Tom Bommarito  
 One City Square  
 Suite 215  
 Warren, MI 48093

Invoice number 4685  
 Date 10/18/2021

Project **21-146 City of Warren - Civic Center  
 South Fire Station & Training  
 Tower/Storage Facility**

Services Rendered July 20, 2021 Through October 15, 2021

**Invoice Summary**

Description	Total Billed	Prior Billed	Current Billed
SCHEMATIC DESIGN - PROJECT A - CIVIC CENTER SOUTH FIRE STATION	41,648.75	0.00	41,648.75
SCHEMATIC DESIGN - PROJECT B - TRAINING TOWER & STORAGE FACILITY	7,961.25	0.00	7,961.25
REIMBURSABLES	0.00	0.00	0.00
<b>Total</b>	<b>49,610.00</b>	<b>0.00</b>	<b>49,610.00</b>

**Professional Fees**

Schematic Design - Project A - Civic Center South Fire Station

	Hours	Rate	Billed Amount
Abigale Ray	7.00	75.00	525.00
Daniel Gwozdz	180.50	95.00	17,147.50
Gordana Vujasevic	50.00	85.00	4,250.00
Kevin Piotrowski	110.00	75.00	8,250.00
Lauren Lee	66.25	85.00	5,631.25
Michael Malone	41.75	140.00	5,845.00
<b>Phase subtotal</b>	<b>455.50</b>		<b>41,648.75</b>

Schematic Design - Project B - Training Tower & Storage Facility

	Hours	Rate	Billed Amount
Daniel Gwozdz	24.75	95.00	2,351.25
Kevin Piotrowski	38.00	75.00	2,850.00
Lauren Lee	16.00	85.00	1,360.00
Michael Malone	10.00	140.00	1,400.00
<b>Phase subtotal</b>	<b>88.75</b>		<b>7,961.25</b>

Professional Fees subtotal 544.25 49,610.00

Invoice total 49,610.00

Approved by:



Michael Malone

**Partners In Architecture, PLC**

65 Market Street

Suite 200

Mount Clemens, MI 48043

(586) 469-3600

City of Warren  
Tom Bommarito  
One City Square  
Suite 215  
Warren, MI 48093

Invoice number 4736  
Date 01/17/2022

Project **21-146 City of Warren - Civic Center  
South Fire Station & Training  
Tower/Storage Facility**

Services Rendered Through January 14, 2022

**Invoice Summary**

Description	Total Billed	Prior Billed	Current Billed
Project A - Civic Center South Fire Station - Schematic Design	46,418.75	41,648.75	4,770.00
Project B - Training Tower & Storage Facility - Project Definition / Conceptual Planning	9,386.25	7,961.25	1,425.00
Project C - Master Plan - Project Definition / Conceptual Planning	2,351.25	0.00	2,351.25
Project D - Fire #4 - Project Definition / Conceptual Planning	2,390.00	0.00	2,390.00
Project E - Fire #5 - Project Definition / Conceptual Planning	1,070.00	0.00	1,070.00
Reimbursables	0.00	0.00	0.00
<b>Total</b>	<b>61,616.25</b>	<b>49,610.00</b>	<b>12,006.25</b>

**Professional Fees**

Project A - Civic Center South Fire Station - Schematic Design	Hours	Rate	Billed Amount
Daniel Gwozdz	9.00	95.00	855.00
Gordana Vujasevic	20.00	85.00	1,700.00
Kevin Piotrowski	16.00	75.00	1,200.00
Michael Malone	7.25	140.00	1,015.00
<b>Phase subtotal</b>	<b>52.25</b>		<b>4,770.00</b>

Project B - Training Tower & Storage Facility - Project Definition / Conceptual Planning	Hours	Rate	Billed Amount
Daniel Gwozdz	15.00	95.00	1,425.00

Project C - Master Plan - Project Definition / Conceptual Planning	Hours	Rate	Billed Amount
Kevin Piotrowski	8.50	75.00	637.50
Lauren Lee	12.75	85.00	1,083.75
Michael Malone	4.50	140.00	630.00
<b>Phase subtotal</b>	<b>25.75</b>		<b>2,351.25</b>

Project D - Fire #4 - Project Definition / Conceptual Planning	Hours	Rate	Billed Amount
Kevin Piotrowski	20.00	75.00	1,500.00
Lauren Lee	8.00	85.00	680.00
Michael Malone	1.50	140.00	210.00
<b>Phase subtotal</b>	<b>29.50</b>		<b>2,390.00</b>

**Professional Fees**

Project E - Fire #5 - Project Definition / Conceptual Planning

Kevin Piotrowski

Lauren Lee

	Hours	Rate	Billed Amount
	12.00	75.00	900.00
	2.00	85.00	170.00
Phase subtotal	14.00		1,070.00
Professional Fees subtotal	136.50		12,006.25

Invoice total **12,006.25**

Approved by:



Michael Malone

DDA.



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, NJ 08093 (586) 826-7661

- SALE -

SALES#: S0684CP3 340/695 TRANS#: 3302201 10-15 21

2597250 9976 - BFT - CRAFTSMAN CR 24.28  
12.70 DISCOUNT EACH -4.64  
2 @ 12.14

SUBTOTAL: 24.28  
TOTAL TAX: 0.00  
INVOICE 03402 TOTAL: 24.28  
LAR: 24.28

TOTAL DISCOUNT: 1.23

LAR:XXXXXXXXXXXX5365 AMOUNT:24.28 AUTHCD:00004

KEYED REFID:594121 10/15/21 08:50:25

LAR PD: 2217452

ACCOUNT NAME:

DIVISION OF MAINTENANCE 0

AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION ON  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SUP OR DIRECT DELIVERY  
MERCHANDISE.

STORE: 0604 TERMINAL: 03 10/15/21 08:50:3

# OF ITEMS PURCHASED: 2  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS

A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BEVERLY PESQUESE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE



LOWE'S HOME CENTERS, LLC  
 31140 VAN DYKE AVENUE  
 WARREN, MI 48093 (586) 826-7661

- SALE -

SALES#: 50584CP3 3407695 TRANS#: 7565261 10-18-21

952363 BE LED 60W R19 RUL FR (-2	7.11
7.48 DISCOUNT EACH	-0.37
344442 PS 7.48-IN BH FRST OLS FL	12.33
12.98 DISCOUNT EACH	-0.65
55612 24-48 CLMB PNL RND TXTD 9	412.56
48.26 DISCOUNT EACH	-2.42
9 @ 45.84	

SUBTOTAL: 432.00  
 TOTAL TAX: 0.00  
 INVOICE 02900 TOTAL: 432.00  
 LAR: 432.00

**TOTAL DISCOUNT: 22.80**

LAR:XXXXXXXXXX5365 AMOUNT:432.00 AUTHCD:001259  
 KEYED REFID:763709 10/18/21 09:54:44  
 LAR PO: 2217452  
 ACCOUNT NAME:  
 DIVISION OF MAINTENANCE 0  
 AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY MERCHANDISE.

STORE: 0684 TERMINAL: 02 10/18/21 09:54:50  
 # OF ITEMS PURCHASED: 3  
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



PLEASE USE FOR RETURN ONLY



LOWE'S HOME CENTERS, LLC  
 31140 VAN DYKE AVENUE  
 WARREN, MI 48093 (586) 826-7661

- SALE -

SALES#: 50584CP3 3407695 INANS#: 3317084 10-15-21

1039960 2X4 TRAFFER PRISMATIC LED	555.57
64.98 DISCOUNT EACH	-3.25
9 @ 61.73	
93745 2.25-IN CLEAR/STARBURST C	4.74
4.98 DISCOUNT EACH	-0.24
55761 4-IN SQUARE COVER FLAT DL	0.86
0.90 DISCOUNT EACH	-0.94
70965 4-IN SOBOX 2-1/8-IND 1/2-	2.64
2.78 DISCOUNT EACH	-0.14

SUBTOTAL: 563.81  
 TOTAL TAX: 0.00  
 INVOICE 03529 TOTAL: 563.81  
 LAR: 563.81

**TOTAL DISCOUNT: 29.67**

LAR:XXXXXXXXXX5365 AMOUNT:563.81 AUTHCD:0013 8  
 KEYED REFID:614700 10/15/21 12:58:26  
 LAR PO: 2217452  
 ACCOUNT NAME:  
 DIVISION OF MAINTENANCE 0  
 AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY MERCHANDISE.

STORE: 0684 TERMINAL: 03 10/15/21 12:58:3  
 # OF ITEMS PURCHASED: 12  
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM





LOWE'S HOME CENTERS, LLC  
 31140 VAN DYKE AVENUE  
 WARREN, MI 48093 (586) 826-7661

- SALE -

SALES#: 50684CP3 3407695 TRANS#: 7565261 10-18-21

952363 BE LED 60W R19 RVL FR C-2	7.11
7.48 DISCOUNT EACH	-0.37
344442 P8 7.48-IN DR FRST OLS FL	12.30
12.98 DISCOUNT EACH	-0.65
55612 24-48 CLMB PNL RND TXTD 9	412.56
48.26 DISCOUNT EACH	-2.42
9 @ 45.84	

SUBTOTAL: 432.00  
 TOTAL TAX: 0.00  
 INVOICE 02900 TOTAL: 432.00  
 LAR: 432.00

**TOTAL DISCOUNT: 22.80**

LAR:XXXXXXXXXXXX365 AMOUNT:432.00 AUTHCD:001259  
 KEYED REFID:763709 10/18/21 09:54:44  
 LAR PO: 2217452  
 ACCOUNT NAME:  
 DIVISION OF MAINTENANCE 0  
 AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

*[Signature]*

STORE: 0684 TERMINAL: 02 10/18/21 09:54:50  
 # OF ITEMS PURCHASED: 3  
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



PLEASE MAIL FOR RECEIPT 10/18/21



LOWE'S HOME CENTERS, LLC  
 31140 VAN DYKE AVENUE  
 WARREN, MI 48093 (586) 826-7661

- SALE -

SALES#: 50684CP3 3407695 INMSR: 3317004 10-15-21

1039960 234 TROFFER PRISMATIC LED	555.57
64.98 DISCOUNT EACH	-3.25
9 @ 61.73	
93745 2.25-IN CLEAR/STARBURST	4.74
4.98 DISCOUNT EACH	-0.24
55761 4-IN SQUARE COOR FLAT BL	0.86
0.90 DISCOUNT EACH	-0.04
70965 4-IN SBOX 2-1/8-IND 1/2-	2.64
2.78 DISCOUNT EACH	-0.14

SUBTOTAL: 563.81  
 TOTAL TAX: 0.00  
 INVOICE 03520 TOTAL: 563.81  
 LAR: 563.81

**TOTAL DISCOUNT: 29.67**

LAR:XXXXXXXXXXXX365 AMOUNT:563.81 AUTHCD:0013 8  
 KEYED REFID:614700 10/15/21 12:58:26  
 LAR PO: 2217452  
 ACCOUNT NAME:  
 DIVISION OF MAINTENANCE 0  
 AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY MERCHANDISE.

*[Signature]*

STORE: 0684 TERMINAL: 03 10/15/21 12:58:3  
 # OF ITEMS PURCHASED: 12  
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



Historical Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

TAX CORRECTION REFUND 16867  
SALES# R 50604Y 4038465 TRANS# 71816616 10-21-21

RET FRONTAPE 1.00 IN MULT	0.00-
ORIG. STORE: 684 DATE: 102021	INV: 3556
RET 116-FL OZ ULTRA EGG B	0.00-
2 @ 0.00-	
ORIG. STORE: 684 DATE: 102021	INV: 3556
RET 124-FL OZ ULTRA EGG B	0.00-
2 @ 0.00-	
ORIG. STORE: 684 DATE: 102021	INV: 3556
SUBTOTAL: 0.00-	
TAX:	7.18-
TOTAL RETURN:	7.18-
LAR:	7.18-

LAR:XXXXXXXXXX5365 AMOUNT: 7.18- AUTHCD: 000001  
 KEYED REFID: 077001 10/21/21 00:17:16  
 LAR PO: 2217452  
 ACCOUNT NAME:  
 DIVISION OF MAINTENANCE 0  
 AUTH BUYER: REEVES JEFF

STORE: 0604 TERMINAL: 16 10/21/21 00:17:16  
 STORE MANAGER: BEVERLY PEGUESE

LOWE'S PRICE PROMISE  
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

Bee Bee Historical Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- SALE -

SALES# S0684CP3 3407695 TRANS# 3736294 10-20 21

658760 FRONTAPE 1.00 IN MULTI SU	9.48
9.98 DISCOUNT EACH	-0.50
935293 116-FL OZ ULTRA EGG BSL	55.06
28.98 DISCOUNT EACH	-1.45
2 @ 27.53	
935244 124-FL OZ ULTRA EGG BSL	55.06
28.98 DISCOUNT EACH	-1.45
2 @ 27.53	
SUBTOTAL: 119.60	
TAX:	7.18
INVOICE 03556 TOTAL:	126.78
LAR:	126.78

TOTAL DISCOUNT: 6.31  
 LAR:XXXXXXXXXX5365 AMOUNT: 126.78 AUTHCD: 000 56  
 KEYED REFID: 069700 10/20/21 09:26:01  
 LAR PO: 2217452  
 ACCOUNT NAME: DIVISION OF MAINTENANCE 0684  
 AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACT ON DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY MERCHANDISE.

STORE: 684 TERMINAL: 03 10/20/21 09:26:01  
# OF ITEMS PURCHASED: 5  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BEVERLY PEGUESE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

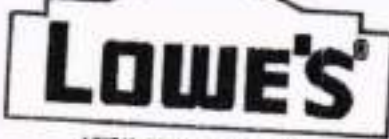
\*\*\*\*\*

\* SHARE YOUR FEEDBACK! \*

\* ENTER FOR A CHANCE TO BE \*

\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*

Historical Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, NJ 08093 (506) 826-7661

TAX CORRECTION REFUND 16867  
SALES# R 50684Y 4038465 TRANS# 71816616 10-21-21

NET FRONTAPE 1.80 IN MULT	0.00-
QTY: STORE: 684 DATE: 10/20/21 IN: 3556	
NET 116-FL OZ ULTRA EGG B	0.00-
2 @ 0.00-	
QTY: STORE: 684 DATE: 10/20/21 IN: 3556	
NET 124-FL OZ ULTRA EGG U	0.00-
2 @ 0.00-	
QTY: STORE: 684 DATE: 10/20/21 IN: 3556	
SUBTOTAL: 0.00-	
TAX:	7.18-
TOTAL RETURN:	7.18-
LAR:	7.18-

LAR:XXXXXXXXXX5365 AMOUNT: 7.18- AUTHCD: 000001  
KEYED REFD: 077001 10/21/21 00:17:16  
LAR PD: 2217452  
ACCOUNT NAME:  
DIVISION OF MAINTENANCE 0  
AUTH BUYER: REEVES JEFF

STORE: 0604 TERMINAL: 16 10/21/21 00:17:16

STORE MANAGER: BEVERLY PEGUESE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

Bee Bee Historical Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, NJ 08093 (506) 826-7661

- SALE -  
SALES# S0684CP3 3407695 TRANS# 3736294 10-20 21

658760 FRONTAPE 1.80 IN MULT SU	9.48
9.98 DISCOUNT EACH	-0.50
935293 116-FL OZ ULTRA EGG BSC	55.06
28.98 DISCOUNT EACH	-1.45
2 @ 27.53	
935294 124-FL OZ ULTRA EGG BSC	55.06
28.98 DISCOUNT EACH	-1.45
2 @ 27.55	
SUBTOTAL: 119.60	
TAX:	7.18
INVOICE 03556 TOTAL:	126.78
LAR:	126.78

TOTAL DISCOUNT: 6.30

LAR:XXXXXXXXXX5365 AMOUNT: 126.78 AUTHCD: 000 56  
KEYED REFD: 069700 10/20/21 09:26:01  
LAR PD: 2217452  
ACCOUNT NAME: DIVISION OF MAINTENANCE 0684  
AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACT ON  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SOG OR DIRECT DELIVERY  
MERCHANDISE.

STORE: 684 TERMINAL: 03 10/20/21 09:26:01  
# OF ITEMS PURCHASED: 5  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



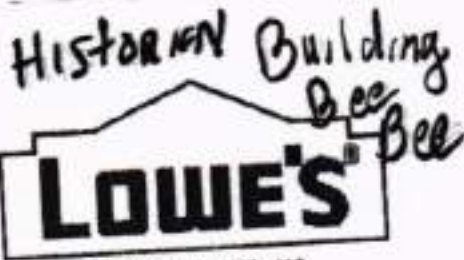
THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: BEVERLY PEGUESE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DRAW MONTHLY! \*



LOVE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, NJ 08093 (586) 826-7661

- SALE -

SALES#: 50684CP3 3407695 TRANS#: 3841963 10-21 21

62262 2 FT CROSS TEE- WHITE	2.80
1.48 DISCOUNT EACH	-0.98
2 @ 1.40	
62920 4 FT CROSS TEE- WHITE	2.84
2.98 DISCOUNT EACH	-0.14
1025723 12-02 FUS MATTE BLACK	5.60
5.98 DISCOUNT EACH	-0.29
SUBTOTAL:	11.33
TAX:	0.00
INVOICE 03869 TOTAL:	11.33
LAR:	11.33

TOTAL DISCOUNT: 0.53  
LAR: XXXXXXXXXXXX365 AMOUNT: 11.33 AUTHCD: 0000 1  
KEYED REFTD: 109241 10/21/21 14:46:47  
LAR PD: 2217452  
ACCOUNT NAME: DIVISION OF MAINTENANCE 0684  
RUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACT ON  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY  
MERCHANDISE.

STORE: 604 TERMINAL: 03 10/21/21 14:46:3  
# OF ITEMS PURCHASED: 4  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT

Returned light  
for Historical  
Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- RETURN 15149 -

SALES# R 506045R1 2639071 TRANS# 58910573 10-22-21

RET 1033960 2X4 THROFFER PRISMATIC LED 61.73-  
ORID. STORE: 684 DATE: 10/22/21 INV: 3520

SUBTOTAL: 61.73-  
TOTAL TAX: 0.00-  
TOTAL RETURN: 61.73-  
LAR: 61.73-

LAR:XXXXXXXXXX5365 AMOUNT:61.73- AUTHCD:000001  
KEYED REFID:171114 10/22/21 09:49:43  
LAR PG: 2217452  
ACCOUNT NAME:  
DIVISION OF MAINTENANCE 0  
AUTH BUYER: REEVES JEFF

STORE: 0684 TERMINAL: 15 10/22/21 09:49:43

STORE MANAGER: BEVERLY PEREUSE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*  
\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*  
\* ENTRE EN EL SORTEO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*  
\* \*  
\* ENTER BY COMPLETING A SHORT SURVEY \*  
\* WITHIN ONE WEEK AT: [www.Lowes.com/survey](http://www.Lowes.com/survey) \*  
\* Y O U R I D N 151497 068452 953332 \*  
\* \*  
\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*  
\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*  
\* OFFICIAL RULES & WINNERS AT: [www.Lowes.com/survey](http://www.Lowes.com/survey) \*  
\*\*\*\*\*  
STORE: 0684 TERMINAL: 15 10/22/21 09:49:43

Historical Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- SALE -

SALES# 50604R01 977970 TRANS# 3911095 10-22 21

1033961 2X2 THROFFER PRISMATIC LED 36.00  
37.97 DISCOUNT EACH -1.89  
\*MINIMUM RETAIL PRICE APPLIED TO THIS ITEM\*

SUBTOTAL: 36.00  
TOTAL TAX: 0.00  
INVOICE 03037 TOTAL: 36.00  
LAR: 36.00

TOTAL DISCOUNT: 1.89

LAR:XXXXXXXXXX5365 AMOUNT:36.00 AUTHCD:00286  
KEYED REFID:171764 10/22/21 09:58:32  
LAR PG: 2217452  
ACCOUNT NAME:  
DIVISION OF MAINTENANCE 0  
AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION ON  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY  
MERCHANDISE.

*[Signature]*

STORE: 0684 TERMINAL: 03 10/22/21 09:58:32  
# OF ITEMS PURCHASED: 1  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.

Returned light  
for Historical  
Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- RETURN 15149 -

SALES#:R 8064481 2639071 TRANS#: 68910573 10-22-21

RET 1033960 2X4 THROFFER PRISMATIC LED 61.73-  
ORIG. STORE: 684 DATE:101521 INV: 3520

SUBTOTAL: 61.73-  
TOTAL TAX: 0.00-  
TOTAL RETURN: 61.73-  
LAR: 61.73-

LAR:XXXXXXXXXXXX365 AMOUNT:61.73- AUTHCD:000001  
KEYED REFD:171114 10/22/21 09:49:43  
LAR PG: 2217452  
ACCOUNT NAME:  
DIVISION OF MAINTENANCE 0  
AUTH BUYER: REEVES JEFF

STORE: 0684 TERMINAL: 15 10/22/21 09:49:43

STORE MANAGER: BEVERLY PESUESE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*  
\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DRAWN MONTHLY! \*  
\* ENTRE EN EL SORTEO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*  
\* \*  
\* ENTER BY COMPLETING A SHORT SURVEY \*  
\* WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\* Y O U R I D # 151497 068452 953332 \*  
\* \*  
\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*  
\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*  
\* OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\*\*\*\*\*

STORE: 0684 TERMINAL: 15 10/22/21 09:49:43

HISTORICAL Building



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- SALE -

SALES#: 8064481 977918 TRANS#: 3911095 10-22 21

1033961 2X2 THROFFER PRISMATIC LED 36.08  
\$7.97 DISCOUNT EACH -1.89  
\*MINIMUM RETAIL PRICE APPLIED TO THIS ITEM\*

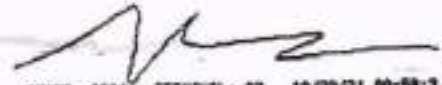
SUBTOTAL: 36.08  
TOTAL TAX: 0.00  
INVOICE 03097 TOTAL: 36.08  
LAR: 36.08

TOTAL DISCOUNT: 1.89

LAR:XXXXXXXXXXXX365 AMOUNT:36.08 AUTHCD:000005  
KEYED REFD:171764 10/22/21 09:58:32  
LAR PG: 2217452

ACCOUNT NAME:  
DIVISION OF MAINTENANCE 0  
AUTH BUYER: REEVES JEFF

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACT ON  
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS  
FROM TRANSACTION DATE FOR SOG OR DIRECT DELIVERY  
MERCHANDISE.

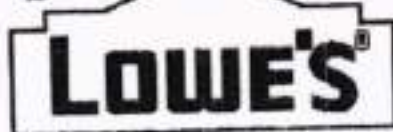


STORE: 0684 TERMINAL: 03 10/22/21 09:58:32  
# OF ITEMS PURCHASED: 1  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEM



THANK YOU FOR SHOPPING LOWE'S.

Historical Bee → Return  
Building Bee



LOWE'S HOME CENTERS, LLC  
31140 VAN DYKE AVENUE  
WARREN, MI 48093 (586) 826-7661

- RETURN 16246 -

SALES# R 0068452 105748 TRNS# 7135495 10-27-21

NET 55612 24-40 CLRG PHL AND TXFD 9 45.84-  
ORIG. STORE: 604 DATE: 10/27/21 IN: 2900  
NET 55612 24-40 CLRG PHL AND TXFD 9 45.84-  
ORIG. STORE: 604 DATE: 10/27/21 IN: 2900

SUBTOTAL: 91.68-  
TOTAL TAX: 0.00-  
TOTAL RETURN: 91.68-  
LAR: 91.68-

LAR:XXXXXXXXXXXX5365 AMT:91.68- AUTH:000001  
KEYED REFID:431050 10/27/21 14:23:22  
LAR PO: 2217452  
ACCOUNT NAME:  
DIVISION OF MAINTENANCE @  
MAIN BUYER: REEVES JEFF

STORE: 0604 TERMINAL: 16 10/27/21 14:23:22

STORE NUMBER: BEVERLY PEREZE

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT [LOWES.COM/PRICEPROMISE](http://LOWES.COM/PRICEPROMISE)

\*\*\*\*\*  
\* SHARE YOUR FEEDBACK! \*  
\* ENTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$500 WINNERS DURING NOVEMBER! \*  
\* ¡ENTRE EN EL SORTEO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$500! \*  
\* \*  
\* ENTER BY COMPLETING A SHORT SURVEY \*  
\* WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\* Y O U R I D N 162467 06845: 003668 \*  
\* \*  
\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*  
\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*  
\* OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\*\*\*\*\*

STORE: 0604 TERMINAL: 16 10/27/21 14:23:22



28003 Center Oaks Ct,  
 Ste 102  
 Wixom, MI 48393  
 Phone (248)854-6767  
 Fax 844-335-7778

INVOICE # 00009907

# Invoice

**Bill To:** DDA.  
 Warren, City of  
 ATTN: Purchasing Department  
 One City Square  
 STE. 425  
 Warren, MI 48093

**Ship To:** dmuzzarelli@cityofwarren.org  
 Warren, City of  
 Attn: Dave Muzzarelli  
 One City Square  
 Suite 320 Bldg Maintenance  
 Warren, MI 48093

UPS TRACKING #		BLANKET NUMBER		INVOICE #		DUE DATE	
		2217433 7/1/21 - 6/30/22		00009907		11/25/21	
CUST PO#		ID #	SHIP VIA	SHIP DATE	TERMS	INV DATE	PG.
2217433 Historical		WAC100	Install	10/20/21	Net 30	10/26/21	1
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	EXTENDED
1	Project	Historical Bldg. Exterior Door Re-Key to Schlage FSIC Key System Includes the Following:			\$1,760.00	Ea.	\$1,760.00
3	FSIC Mrts Cyl 605 x Cam	Schlage FS Mrt Cyl x C4 x 605				Ea	
6	FSIC Core D124x626	Everest Full Size Interchangeable Core D124x626 -Keying on File				Ea	
1	B660JDx626 Schlage	Heavy Duty Deadbolt with Thumb Turn FSIC				ea	
1	Misc Hardware Schlage	B560J x 606				Ea	
1	T511JD SCH x DAN x	Falcon HD Cylindrical Entry Function FSIC Compatable - LC				Ea	
15	Key Operating FSIC T/D	Extra Cut Operating Keys T124 6 Ea. H-2 9 Ea. H-3				Ea	
1	Labor	Labor for installation				Ea	
1	Service Trip	Service Trip Fee				Ea	
We appreciate your business.					SALE AMT.	\$1,760.00	
X _____					FREIGHT	\$0.00	
					SALES TAX	\$0.00	
					TOTAL AMT.	\$1,760.00	
					PAID TODAY	\$0.00	
					BALANCE DUE	\$1,760.00	



Wilburt McAdams

Fri 1/7/2022 4:15 PM



To: Tom Bommarito; Dylan Clark

Cc: Craig Treppa; Michelle Patterson



Scan 2022-1-7 15.46.06.p...

292 KB



Tom

Please find attached the Invoice for the Fire Truck. It will be delivered no later than February 4, 2022. We will need the Check in our hand to give representative from the company after delivery and acceptance. Please provide to me no later than January 31, 2022.

Michelle please talk with Craig as I have brought him up to speed

Fire Commissioner



Dylan Clark

Wed 1/12/2022 3:31 PM

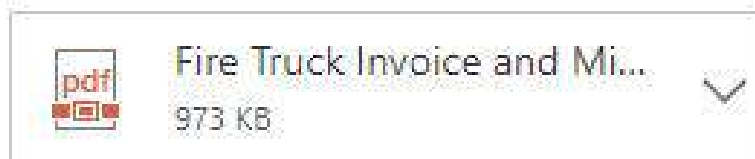


To: Tom Bommarito

Cc: Amy Moore; Mark Knapp

Bcc: Mayor; gjackson@prestigeautomotive.com +6 others

Email Vote 01/12/2022			
Required Formal Approval of the Following:			
Item #	AMOUNT	Invoice #	PO#
	692,581.00	67855	2218543
	<b>\$692,581.00</b>		



3 attachments (1,008 KB) Download all

Hello DDA Members,

We have received the attached request from the Fire Commissioner to receive the check for the DEMO FIRE TRUCK no later than January 31, 2022. If the January 5, 2022 DDA meeting is not rescheduled, the DDA will not meet until February 2, 2022. As a result, we are asking for your approval of the attached bill in the amount of \$692,581.

Please respond with your decision at your earliest convenience. Thank you!

Dylan Clark

# DDA Request for Email Vote

8  



TOM PETZOLD

Dylan I vote in favor of approving the requested...

Tue 1/18/2022 4:10 PM



Dylan Clark

Hello Members of the DDA, We are following up...

Tue 1/18/2022 1:25 PM



Nick Lavdas

Mr. Lavdas approves.

Fri 1/14/2022 11:55 AM



Hank Riberas

Dylan, I vote to approve payment of the attache...

Thu 1/13/2022 9:03 AM



pucks@wowway.com

Zamora votes 'yes' to approve sending the chec...

Wed 1/12/2022 7:07 PM



Joe V <joev@andiamoitalia.com>

Wed 1/12/2022 5:49 PM

To: Dylan Clark

Cc: Tom Bommarito

This is a BIG spend I think there should be discussion on a \$700,000.00 Purchase .

I am not giving approval.

Joseph P Vicari





## Invoice

## Rosenbauer Minnesota, LLC

5181 260th Street  
PO Box 549  
Wyoming, MN 55092  
P:651-462-1000 / F:651-462-1700

PAGE: 1  
Invoice# 67855  
Date: 12/9/2021  
VIN: 54F2CB711KWM12375

Sold To	Ship To
City of Warren, MI One City Square Warren, MI 48093	City of Warren, MI One City Square Warren, MI 48093

PO # 2218543

Customer ID	Customer PO	Terms	Job Number
102142	Warren, MI	Net Due Upon Delivery	G14663
Qty	Description	Price	Amount
1.00	RosenbauerAvenger Demo Truck	\$ 692,767.00	\$692,767.00
1.00	Hold Payment - Received 6/29/2021	\$ (2,500.00)	\$ (2,500.00)
1.00	Change order #1	\$ -	\$ -
1.00	Change order #2	\$ -	\$ -
1.00	Change order #3	\$ -	\$ -
1.00	Change order #4	\$ -	\$ -
1.00	Change order #5	\$ -	\$ -
1.00	Change order #6	\$ (250.00)	\$ (250.00)
1.00	Change order #7	\$ -	\$ -
1.00	Change order #8	\$ -	\$ -
1.00	Change order #9	\$ -	\$ -
1.00	Change order #10	\$ -	\$ -
1.00	Change order #11	\$ 3,464.00	\$ 3,464.00
1.00	Change order #12	\$ -	\$ -
1.00	Change order #13	\$ -	\$ -
1.00	Change order #14	\$ (900.00)	\$ (900.00)
Bank Wiring Instructions: Rosenbauer Minnesota, LLC Name and Address of Bank: Wells Fargo Bank Minnesota, N.A. Forest Lake Office 208 South Lake Street Forest Lake, MN 55025 Telephone Number: 651-205-5713 Bank Routing Number: 12100246 Bank Account Number: 397 200 1140 Bank Account Name: Rosenbauer Minnesota, LLC			

THANK YOU!

TOTAL USD \$ 692,581.00

ENT'D JAN 07 2022

WM

DDA Meeting Minutes 7-7-21  
Attached ✓

494-9494-98400 \$695,081.00  
494-9494-98400 \$ (2,500.00)

**DDA List of Bills 02/01/2022**  
 Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
Anderson, Eckstein and Wiestock, Inc.	009056	11/30/2021	494-9494-07400	320.00	134254	non-PO	Beebe's Corner Park - RFP-W-8755
Husbel, Rolf & Clark, Inc.	008737	4/17/2019	494-9494-00100	5,850.01	189337	non-PO	Professional Engineering Services - Civic Center Storm Sewer Improvements
Warren Contractors & Development	016598	12/14/2021	494-9494-07400	40,500.00	PR-20-719	non-PO	Beebe Corner Park - Payment # 5
Broadcast Selections & Sales Inc.	017319	12/10/2021	494-9494-00100	1,550.00	20788	2219462	MI Women Buy Women
Beckett & Roeder	017350	9/1/2021, 10/1/2021, & 11/10/2021	494-9494-00100	22,197.60	2021606, 2121703, 2021739	2219541	Warren Historic District Plan & Van Dyke Corridor Plan
Raahon Electric, Inc.	018370	12/02/2021	494-9494-00100	30,562.50	20645	PD-26-722	Emergency Generator System Replacement for PD - Payment #5
Mark Krapp	-	1/19/2021	494-9494-00200	27.30	-	non-PO	Reimbursement for DDA Postage
Partners in Architecture, PLC	016655	12/27/2021	494-9494-00100	2,253.25	41784	2219912	WCC Stadium Feasibility Study
Partners in Architecture, PLC	016655	10/19/2021, 11/7/2022	494-9494-00100	61,618.25	4685, 4736		Civic Center South Fire/EMS Plans
Lowes Home Improvement	009871	10/15, 10/18, 10/20, 10/21, 10/22, 10/27/2021	494-9494-00100	1,033.09	03482, 03528, 02800, 03556, 03693, 03037	2219591	Came Commission Renovation
The ENRICO Group, INC.	013519	10/26/2021	494-9494-00100	1,760.00	3907	2219590	Came Commission Renovation
Michigan Downtown Association	018548	12/30/2021	494-9494-05800	600.00	3971	2219463	Membership Dues
Knight Watch Inc.	018375	9/16/2021	494-9494-00100	19,233.19	21595	2218396	Security project management and engineering
Knight Watch Inc.	018375	1/1/8/2021	494-9494-00100	2,885.00	23733	2218386	Security installation and programming
Rosenbaum Minnesota, LLC	017286	12/03/2021	494-9494-08400	862,581.00	07695	2219543	DEMO Fire Truck - Approved with Email Vote
				<b>\$ 863,070.00</b>			

018548

Michigan Downtown Association  
P.O. Box 3591  
North Branch, MI 48461  
248-838-9711  
director@michigandowntowns.com



MICHIGAN  
DOWNTOWN  
ASSOCIATION

# Membership Invoice

Invoice # 2971

PO # 2219463

Thomas Bommarito  
City of Warren  
One City Square  
Suite 215  
Warren, MI 48093

Please send in your payment via check, credit card (called in) or online via PayPal.

MEMBER	ITEM	AMOUNT
City of Warren 12/30/2021 - 12/30/2022	Municipal or Public Agency Membership Dues	600.00
		TOTAL: 600.00

Please remit payment to the address listed.

ENT'D JAN 3 2022

494-944-95800

## Payment Stub

Please tear off this stub and include with your payment.  
Send payment to:

Michigan Downtown Association  
P.O. Box 3591  
North Branch, MI 48461

or login and pay online at [www.michigandowntowns.com](http://www.michigandowntowns.com)

Member: Bommarito, Thomas  
City of Warren

Invoice #: 2971  
Description: Membership Dues  
Date Due: 12/30/2021

Amt. Due: 600.00

Enclosed:

017375



# KNIGHT WATCH

Knight Watch Inc.  
3005 Business One Drive  
Kalamazoo, MI 49048  
+1(269) 381-2100

**INVOICE** **INV021395**

**Date:** **9/16/2021**

**Project Name: CITY OF WARREN - 8 FULL REPLACEMENTS**

**BILL TO:**

**DDA**

PARKING GARAGE  
1 CITY SQUARE  
WARREN, MICHIGAN 48093  
P: (586) 873-2747

**SHIP TO:**

PARKING GARAGE  
1 CITY SQUARE  
WARREN, MICHIGAN 48093  
P: (586) 873-2747

Purchase Order #	Customer ID	Payment Terms	Estimate Number	From Order
2218396	000506	NET 30	EST006353	ORD002458

Quantity	UoM	Description	Unit Price	Extended Price
1.00	EACH	Parts Mobilization for Project, Please see proposal for part details.	19006.46000	\$19,006.46
1.00	HOUR	Engineering	113.36000	\$113.36
1.00	HOUR	Project Management	113.36000	\$113.36

**Comments:**

DMUZZARELLI@CITYOFWARREN.ORG

Subtotal	\$19,233.18
Tax	\$0.00
<b>Total</b>	<b>\$19,233.18</b>

494-9494-70100

ENT'D JAN 11 2022

017375



# KNIGHT WATCH

Knight Watch Inc.  
3005 Business One Drive  
Kalamazoo, MI 49048  
+1(269) 381-2100

**INVOICE** **INV023739**

**Date:** **11/18/2021**

**Project Name: CITY OF WARREN - 8 FULL REPLACEMENTS**

**BILL TO:** **DDA**

PARKING GARAGE  
1 CITY SQUARE  
WARREN, MICHIGAN 48093  
P: (586) 873-2747

**SHIP TO:**

PARKING GARAGE  
1 CITY SQUARE  
WARREN, MICHIGAN 48093  
P: (586) 873-2747

Purchase Order #	Customer ID	Payment Terms	Estimate Number	From Order
2218396	000506	NET 30	EST006353	ORD002458

Quantity	UoM	Description	Unit Price	Extended Price
18.25	HOUR	Installation	113.36000	\$2,068.82
6.00	HOUR	Programming	136.03000	\$816.18

**Comments:**

DMUZZARELLI@CITYOFWARREN.ORG

Subtotal	\$2,885.00
Tax	\$0.00
<b>Total</b>	<b>\$2,885.00</b>

ENT'D JAN 11 2022

494-9494-30100