



**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, December 7, 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 November 16, 2022, DDA meeting minutes.

**6. OLD BUSINESS**

**A. Tax Appeals – Hallahan & Associates (Tom Bommarito/Mark Knapp)**

- Motion to hire Hallahan & Associates for tax appeals related to property in the DDA district from 9/15/2022 through 9/14/2023 in the amount of \$30,000.00

**B. Request for Change Order: Beebe Park – Great Lakes Power & Lighting Inc. (Tom Bommarito/Oscar Zamora)**

- Motion to approve change order for electrical installation at Beebe Park from \$14,784.42 to \$27,318.06

**7. NEW BUSINESS**

**A. Phase I Environmental Site Assessment and Asbestos/Hazardous Material Survey - PSI (Tina Gapshes/Tom Bommarito)**

- Motion to hire PSI for Phase I ESA in the amount of \$2,400.00.
- B. Warren Police Department Computer Replacement – Dell Technologies (Paula Crabtree)**
  - Motion to purchase department computer replacement in the amount of \$177,003.39.
- C. Additional Network Video Recorder – D/A Central (Tom Bommarito)**
  - Motion to purchase additional network video recorder from D/A Central for the South Van Dyke Video Project in the amount of \$69,493.18.
- D. Kitchen Repairs at Beebe Building – Meridian Contracting Group**
  - Motion to hire Meridian Contracting Group for Beebe Building Kitchen Repairs in the amount of \$14,989.00.
- E. Furnishing and Installing Windows at Beebe – Meridian Contracting Group**
  - Motion to hire Meridian Contracting Group for Furnishing and Installing Windows at Beebe Building in the amount of \$18,889.00.
- F. Bond Approval for Fire Stations 1 & 5**
  - Motion to approve bonds for 9 & Van Dyke and 13 & Schoenherr parcels for Fire Stations 1 & 5 in the amount of \$22,295,000.00
- G. Appraiser for 6820 Chicago Rd (Tom Bommarito)**
  - Motion to approve Integra Realty Proposal in the amount of \$2,750.00 for appraisal of 6020 Chicago Rd.
- H. International Economic Development Conference (Tom Bommarito)**
  - Motion to approve Mr. Bommarito's attendance at the International Economic Development Conference from January 28 – 31, 2023 with the amount not to exceed \$3,200.00.
- I. South Van Dyke Video Surveillance – D/A Central (Tom Bommarito)**
  - Motion to support TIFA and approve funding for D/A Central invoices for South Van Dyke Video Surveillance in the amount of \$40,981.05.
- J. Surveillance Camera Work – Universal Contracting Services (Tom Bommarito)**
  - Motion to support TIFA and approve of funding for surveillance camera work by Universal Contracting Services in the amount in \$15,602.40.

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

- Motion to Approve the December 7, 2022 List of Bills

**9. GOOD OF THE ORDER**

**10. Next DDA Regular Meeting is scheduled for Wednesday, January 11, 2022, at 3:00 PM.**

**11. ADJOURNMENT**

- Motion to Adjourn

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

CITY OF WARREN  
DOWNTOWN DEVELOPMENT AUTHORITY  
MINUTES OF THE BOARD

Meeting held on November 16, 2022

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, November 16, 2022.

**Present:**

Mayor James R. Fouts  
Hank Riberas  
Oscar Zamora  
Michael Wiegand  
Tom Petzold

**Absent:**

Nicholas Lavdas  
Joseph Vicari  
Gregory Jackson

**1. Call to Order**

Mayor James Fouts called the meeting to order at 3:09 pm.

**2. Roll Call**

Mayor James Fouts took roll call of present members.

**MOTION:**

A motion was made by Mr. Weigand and supported by Mr. Petzold to excuse the absent members from the meeting.

No opposition, the motion passed

**3. Adoption of Agenda**

**MOTION:**

A motion was made by Mr. Weigand and supported by Mr. Petzold to adopt the November 16, 2022, agenda.

No opposition, the motion passed



#### 4. Approval of Minutes (October 12, 2022)

##### **MOTION:**

A motion was made by Mr. Zamora and supported by Mr. Wiegand to approve the minutes for the October 12, 2022 DDA meeting.

No opposition, the motion passed

#### 5. Old Business

##### A. Request for Funding: Liquid Web (Shumon Hakim)

Shumon Hakim stated that Liquid Web hosts the web server and websites/domains. This is a renewal of the contract. The cost has risen like most products and services, and more backup storage will be added.

##### **MOTION:**

A motion was made by Mr. Petzold and supported by Mr. Wiegand to approve funding for Liquid Web in the amount of \$6,432.00.

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

The motion carried unanimously as follows:

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

No opposition, the motion passed

#### 6. New Business

##### A. Historic Building Repairs - Schena Roofing & Sheet Metal (David Muzzarelli)

David Muzzarelli stated that the historical building at 5959 Beebe Ave has leaks and needs a roof repair. With regular maintenance, this should last 20-25 years.

##### **MOTION:**

A motion was made by Mr. Wiegand and supported by Mr. Zamora to hire Schena Roofing & Sheet Metal for roof emergency maintenance in the amount of \$5,860.00.

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

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Zamora	Yes
Mr. Petzold	Yes

Mr. Wiegand	Yes
Mayor Fouts	Yes

No opposition, the motion passed

**B. ADA Compliance Improvements - HRC (Tina Gapshes)**

Tina Gapshes stated that this hiring is for Phase 1 of HRC's proposal to help Warren complete necessary ADA upgrades. This will include an initial plan and cost estimates.

**MOTION:**

A motion was made by Mr. Wiegand and supported by Mr. Zamora to hire HRC for ADA compliance Phase I design in the amount of \$7,123.68.

**ROLL CALL:**

The motion carried unanimously as follows:

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

No opposition, the motion passed

**C. Beebe Park – Great Lakes Power & Lighting (Tom Bommarito)**

Tom Bommarito stated that DTE is finishing up their work to bring electricity to Beebe Park. This hiring will be to bring power throughout the park and install lighting. Mr. Zamora stated that he would like the board to choose the lighting fixtures in the interest of matching the historical environment.

**MOTION:**

A motion was made by Mr. Zamora and supported by Mr. Petzold to approve hiring Great Lakes Power & Lighting for electrical installation at Beebe Park in the amount of \$14,784.42.

**ROLL CALL:**

The motion carried unanimously as follows:

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

No opposition, the motion passed

**D. Essex Park – Great Lakes Power & Lighting (Tom Bommarito)**

Tom Bommarito stated that Essex Park will be the same as Beebe. DTE is finishing up, and this will bring electricity to the park, along with lighting.

**MOTION:**

A motion was made by Mr. Petzold and supported by Mr. Wiegand to approve hiring Great Lakes Power & Lighting for electrical installation at Essex Park in the amount of \$9,954.17

**ROLL CALL:**

The motion carried unanimously as follows:

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

No opposition, the motion passed

**E. Discussion Regarding Bonds for Fire Stations #1 & #5 & Improvements to the Community Center Stadium (Tom Bommarito)**

Tom Bommarito stated that negotiations are taking place between Warren and De La Salle regarding the Community Center stadium. The DDA will soon be asked to bond about 8 million dollars of improvements, then De La Salle, and potentially the Warren Football Club, will pay rent.

The DDA will be asked to bond about 23 million dollars to build fire stations 1 and 5 at Civic Center South, and at 13 and Schoenherr. The 9 and Vandyke station will move to Civic Center South, and the Hoover and Common station will move to 13 and Schoenherr, providing better coverage.

The bond information is in the packet but it is up to the board to vote on it or review and vote next month.

**MOTION:**

A motion was made by Mr. Zamora and supported by Mr. Wiegand to table voting on the bonds until next meeting.

No opposition, the motion passed

**8. List of Bills**

**MOTION:**

A motion was made by Mr. Petzold and supported by Mr. Zamora to approve the November 16, 2022 list of bills

**ROLL CALL:**

The motion carried unanimously as follows:

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

No opposition, the motion passed

**9. Next DDA Regular Meeting is scheduled for Wednesday, December 7, 2022, at 3:00 PM, in the 1st Floor Conference Room.**

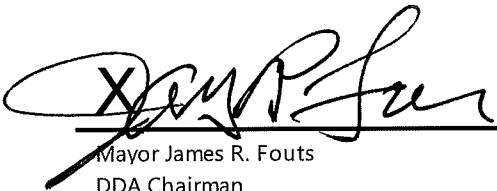
Tom Bommarito stated that the tree lighting ceremony will take place on December 3, 2022 in front of City Hall. Also, directly following this meeting there will be a DDA update presentation.


**10. ADJOURMENT**

MOTION:

A motion was made by Mr. Wiegand and supported by Mr. Petzold to adjourn.

The November 16, 2022 DDA meeting adjourned at 3:33 pm.

  
\_\_\_\_\_  
Mayor James R. Fouts  
DDA Chairman

  
\_\_\_\_\_  
Thomas Bommarito  
DDA Director

Delete Archive Report Reply Reply all Forward

## Hallahan & Associates

You replied on Fri 11/18/2022 11:43 AM



Mark Knapp

To: Tiffany Nawrocki; Tom Bommarito

Cc: Richard Fox; Shanah Turner



Fri 11/18/2022 11:12 AM



Hallahan Tax Appeal Legal Se...

176 KB



02.09.2022 DDA Minutes.pdf

388 KB

2 attachments (564 KB) Download all

In September 2020, City Council approved a 3-year contract with Hallahan & Associates for tax appeals. Of the \$100,000 annual contract, \$30,000 was estimated to be for tax appeals related to property in the Downtown Development Authority district.

For the periods of 09/15/2020-09/14/2021 and 09/15/2021-09/14/2022 the DDA board approved allocations of up to \$30,000 each period and purchase orders were created. The Board needs to approve the \$30,000 allocation for the period of 09/15/2022 through 09/14/2023 so a new purchase order can be issued and the vendor paid for work performed 09/15/2022 forward.

Please add this item to the December 7<sup>th</sup> DDA agenda.

Attached is a copy of the original contract award and the minutes showing the last DDA approval of the allocation on February 9, 2022.

Thank you

Mark Knapp, Assistant Controller  
City of Warren Controller's Office  
One City Square, Suite 425  
Warren, MI 48093-5288  
Phone: 586-574-4597  
Fax: 586-574-4614  
Email: [mknapp@cityofwarren.org](mailto:mknapp@cityofwarren.org)



Reply

Reply all

Forward



## Quotation

Date: November 21, 2022

To: City of Warren

Attn: Dylan Clark

**Project:** Add lighting, plugs, and service at park on mound

In accordance with your request we are pleased to quote the electrical installation required for the above referenced project as follows:

- 8 lights included
- 14 pole bases included
- Boring included
- 6 plugs included
- 60a service included
- Concrete saw cut and replacement included
- Underground raceway included
- 6 light poles cost not included. To be added later
- Site grass restoration to be done by owner
- misc electrical material included

**Total: \$27,318.06**

Thank you for the opportunity. If you require additional information please do not hesitate to contact me.

Sincerely,  
Alan Thueme  
Purchasing agent  
Great Lakes Power & Lighting, Inc.  
E-mail: [athueme@greatlakespwr.com](mailto:athueme@greatlakespwr.com)  
Cell Ph: 586-855-0960



Professional Service Industries, Inc.  
45000 Helm Street, Plymouth, MI 48170  
Phone: (248) 957-9911

The City of Warren  
One City Square, Suite 300  
Warren, MI 48093

Attn.: Ms. Tina G. Gapshes, PE  
City Engineer  
Phone: (586) 759-9300  
Email: [tgapshes@cityofwarren.org](mailto:tgapshes@cityofwarren.org)

**Subject: Phase I Environmental Site Assessment and Asbestos/Hazardous Material Survey**  
Maybelle Burnette Library  
22005 Van Dyke Avenue  
Warren, MI 48089

Dear Ms. Gapshes:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) and an asbestos containing material (ACM) / hazardous material (HazMat) survey at the subject property. Additionally, PSI understands the is a confidential project and will not discuss the project with anyone outside of PSI. Presented below is a review of provided project information, the proposed scope of services, information about User responsibilities, our proposed schedule, and fee.

## PROJECT INFORMATION

PSI understands that the abovementioned subject site is generally rectangular in shape with frontage along Van Dyke Avenue. According to the online parcel records the subject property is comprised of Parcel 12-13-33-278-026 (22005 Van Dyke Avenue) which is approximately 0.555 acres in size. The parcel contains a building along Van Dyke Avenue. The building is approximately 6,082 square feet (sf) in size. If any of this information is incorrect, please contact PSI for an updated proposal.

## PHASE I ESA SCOPE OF SERVICES

PSI proposes to perform the Phase I ESA in general accordance with ASTM E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E 1527-13). PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in general accordance with ASTM E2600-15; and





- Preparation of a written report.

PSI will prepare a report of our findings and provide an electronic (.pdf format) copy. One hardcopy can be provided upon request at no additional fee. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the report.

#### **ADDITIONAL SERVICES BEYOND THE SCOPE OF E1527**

PSI understands that the client does not want us to assess other environmental issues or conditions outside the scope of the ASTM E 1527-13 (the non-scope considerations identified in ASTM E 1527-13 §13) in connection with the Phase I ESA. If the Client desires to include any other assessments as part of the ESA, please contact PSI for a revised proposal and cost estimate.

#### **YOUR RESPONSIBILITIES**

ASTM E1527-13 and E2600-15 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached a **User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.

Additionally, the ASTM standard and AAI Rule require that a search be performed to identify any environmental liens or activity use limitations (AULs) that are recorded against the subject property. You may engage a title company to perform the search and report the results to PSI, or we can arrange to conduct the search on your behalf, for an additional fee. Please note on the Project Authorization and Payment Instructions Form if you would like for PSI to arrange for a subcontractor to perform this search.

#### **THIRD PARTY RELIANCE**

The report will be provided for reliance by The City of Warren. If other parties are to rely on the reports, please provide that information to PSI on the Proposal Authorization and Payment Instructions page, or in writing prior to PSI's issuance of the report.

Third party reliance letters may be issued upon request and upon the payment of a reliance fee. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

#### **ASBESTOS MATERIAL SURVEY**

PSI understands the scope of work consists of a suspect ACM and HazMat survey of the onsite building in preparation for renovation or demolition. An on-site survey of exposed and accessible ACMs will be conducted by an Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) accredited inspector. Building material samples will be collected in general conformance to EPA guidelines, which dictates the number and location of samples to be collected. PSI will attempt to sample damaged materials and building areas that are least visible. The following is a listing of the typical suspect ACMs that may be sampled:





Surfacing	Thermal System Insulation (TSI)	Miscellaneous
Fireproofing	Pipe Insulation	Ceiling Tiles
Acoustical Plaster	Boiler/tank Insulation	Acoustic Tiles
Hardwall Plaster	Breeching Insulation	Blown-in Insulation
Exterior Stucco	Ductwork Insulation	Floor Tile/Mastic
Roofing Material	Gypsum Wallboard	Rolled Sheet Flooring

The survey will include 5 day TAT laboratory analysis of up to 75 bulk samples for asbestos content by polarized light microscopy (PLM). Samples shall be submitted to PSI's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory in Pittsburgh, Pennsylvania, or equivalent for analysis. Samples of TSI and Miscellaneous materials shall be analyzed on a first positive stop basis. Analysis shall be performed by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials).

Note 1: If a friable material has concentrations of asbestos of less than 10%, but does not have a "no asbestos detected" determination, then the Client has the option of analyzing the material by the point count method as specified by the EPA NESHAP regulation. Materials having a point count analysis result of 1% or less are non-asbestos per the NESHAP regulation. If the Client does not choose additional analysis, then the material must be considered to be asbestos-containing. If the Client chooses this analysis, additional charges will be incurred as listed in the "Fees" section of this proposal.

Note 2: It should be noted that some asbestos-containing materials may not be accurately identified and/or quantified by PLM analysis. As an example, the original fabrication of floor tiles routinely involved the milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard PLM methods. Transmission electron microscopy (TEM) is required for a more definitive analysis of these materials. If this situation arises, PSI may recommend that TEM analysis be performed. If the Client chooses this analysis, additional charges will be incurred as listed in the "Fees" section of this proposal.

If requested, the roof of the tenant space will be included for the additional fee listed below. We have assumed interior roof access and have not included costs for man-lifts or extension ladders. PSI will contact the landowner using the contact information provided to attempt to determine if the roof is still under warranty. If the landowner advises PSI that the roof is not under warranty or they are unaware of the warranty status, PSI will sample the roof and apply caulking material as a patch for each roof sample but will not accept responsibility for damage to roofing materials resulting from sampling procedures, or for damage to interior materials or finishes resulting from leaks from roof sampling areas. PSI will clearly mark all sampling locations. We recommend that the landowner retain a qualified roofing contractor to place more permanent patches at the sampling locations.

If PSI is advised that the roof is still under warranty, and in order to retain the warranty, PSI will request the landowner to contact the authorized roofing contractor to patch the roof at the PSI sampling locations. PSI shall attempt to coordinate the roof sampling schedule with the roofing contractor. However, if the roofing contractor's schedule will be the cause of significant delay to the completion of the survey, PSI will proceed with the sampling and patch the roof as described above. PSI shall not be responsible for any payments due to the roofing sub-contractor nor accept any responsibility for the work performed by the roofing contractor nor any damages caused by the performance or non-performance of the work by the roofing contractor.



PSI will develop an estimated quantity of each building material identified. The quantity will be listed with the material. Any material that cannot be fully accessed will be noted as not having an accurate quantity due to the inaccessibility of the material. Example: Piping that goes from a mechanical room into an enclosure.

PSI will report only the quantity observed and note that there is the possibility of additional materials in inaccessible areas. Quantities will be given in square feet for surfacing materials, linear feet for piping insulation, and each for mudded joints and other single item materials.

Following completion of the field portion of the survey, one copy of the final report will be delivered to Victory Development. This report will contain the detailed results of materials observed, sampling activities, material quantification, material assessment, and drawings.

#### **HAZARDOUS MATERIAL SURVEY**

During PSI's asbestos survey, the field inspector(s) will review the interior of the buildings for items or devices that typically contain PCBs (i.e., fluorescent light ballasts or electric transformers) or elemental mercury (i.e., fluorescent, and high intensity discharge lamps, thermostats, water heaters, furnaces and ranges, manometers, pressure gauges, float, and level switches) refrigeration/cooling units (CFC containing equipment). PSI will note the general location and quantity of the items and in the final report.

#### **SCHEDULE & REPORT**

Based upon our current schedule, PSI proposes to deliver the ESA report in fifteen business days after we receive written authorization to proceed. Completion of the project may be affected by access to the property, the availability of information, and other factors. Additionally, PSI proposes to initiate the ACM services on this project within five (5) business days after receiving written authorization to proceed, assuming ready access to the property. PSI proposes to deliver the report in approximately fifteen (15) business days after the field work has been completed.

Completion of the project may be affected by access to the property, the availability of information, and other factors. Arrangements for access, including notification of tenants, will be the responsibility of the client. The survey report will include data summary tables, sample location drawings, analytical reports and a narrative summary of the survey methodologies. This report is intended for the sole use of Victory Development, "the client" and no warrants or claims are made for use beyond that described herein.

#### **FEES**

PSI proposes to prepare the Phase I ESA for the lump sum fee of **\$2,400**. Please note that the following efforts are not included in this price:

- An environmental lien/AUL search (if desired, please see options provided below);
- Expedited report preparation fees (if desired, please see options provided below);
- Draft report submittal cycles;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project;



- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor's office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) or equivalent requests.

Additionally, PSI proposes to perform the ACM and HazMat survey on a lump sum basis for **\$3,400.00**. The optional cost to perform the roof asbestos testing is an additional **\$300.00**. The cost of the base survey includes up to 50 bulk samples for RUSH PLM analysis. Please note that if additional samples are required you will be invoiced at **\$10.00 per sample** for asbestos. In order to comply with the requirements of our insurance providers, we require written authorization on each of our projects. If you wish our firm to provide you with the services proposed above, please sign and return this proposal as soon as practicable.

The additional or optional sample analysis, or other additional services required by the client, will only be incurred after an addendum to this proposal or a change order has been submitted to the client and written approval from the client has been received.

If there are delays beyond the control of PSI, additional services are subject to additional costs at the rates listed on the current PSI Schedule of Fees. In addition, work on weekends and holidays will be subject to additional costs at the rates listed on the current PSI Schedule of Fees. This fee proposal is valid for thirty (30) days from the date of this proposal.

If you have any questions or comments regarding this proposal, please do not hesitate to contact PSI the at (913) 310-1600. Thank you for your consideration.

Sincerely,  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Matthew R. Sherrard  
Project Manager

Kennan Robins  
Department Manager

CC:

Jeff Chapman, ACM Principal Consultant  
Debra Hagerty, ESA Principal Consultant

Attachments: Project Authorization/Payment Instructions  
General Conditions



### PROJECT AUTHORIZATION

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

Authorized By (please print)		Signature	
Title		Firm	
Address			
City	State	Zip Code	Telephone
Date		Purchase Order No. / Project Tracking No.	

### PAYMENT INSTRUCTIONS

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm		Attention	
Address		Title	
City	State	Zip Code	Telephone

Authorizing Party's Relationship to Invoice Approval Party



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



#### GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT IT'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

DEPARTMENTAL REQUEST FOR DDA FUNDING

Warren Police Department

PROJECT NAME AND DESCRIPTION -

Department computer re-placement

DESCRIBE HOW PROJECT FITS INTO DDA PLAN -

The purchase of new computers and monitors for the Police Department will allow the department to continue its technological ability to run smoothly and efficiently for the citizens and businesses of Warren. It will also help prevent security risks due to out dated software.

AMOUNT REQUESTED AND PERCENTAGE OF TOTAL PROJECT -

177,003.39 @ 75% of the total purchase the remaining funds of \$56,807.81 is being paid for by the 2023 Byrn Jag grant.

LIST ANY POTENTIAL CHANGES -

Possibility of price increase depending on timeframe of purchase

TIMELINE OF PROJECT -

Completed by July of 2023

WHO WILL MANAGE PROJECT -

Sergeant Steve Campbell and CMIS Specialist Paula Crabtree

DEPARTMENT HEAD SIGNATURE



CONTROLLER'S OFFICE APPROVAL AND ACCOUNT TO BE USED

\_\_\_\_\_  
MAYOR'S RECOMMENDATION

\_\_\_\_\_  
DDA DIRECTOR APPROVAL

\_\_\_\_\_  
DATE



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	3000134470900.1	<b>Sales Rep</b>	Holly McWilliams
<b>Total</b>	\$177,003.39	<b>Phone</b>	(800) 456-3355, 6178523
<b>Customer #</b>	1517276	<b>Email</b>	Holly_McWilliams@Dell.com
<b>Quoted On</b>	Oct. 24, 2022	<b>Billing To</b>	ACCTS PAYABLE
<b>Expires by</b>	Nov. 23, 2022		CITY OF WARREN
<b>Contract Name</b>	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		1 CITY SQUARE STE 425
<b>Contract Code</b>	C000000979569		PURCHASING DEPT
<b>Customer Agreement #</b>	MHEC-04152022		WARREN, MI 48093-5289
<b>Deal ID</b>	24255171		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Holly McWilliams

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
PAULA CRABTREE CITY OF WARREN 29900 S CIVIC CTR BLVD PAULA CRABTREE WARREN, MI 48093-2377 (586) 574-4731	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 Tower	\$1,568.51	89	\$139,597.39
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$214.00	154	\$32,956.00
Dell Slim Conferencing Soundbar – SB522A	\$50.00	89	\$4,450.00



---

Subtotal:	\$177,003.39
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$177,003.39
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

---

Total:	\$177,003.39
--------	--------------

## Shipping Group Details

### Shipping To

PAULA CRABTREE  
CITY OF WARREN  
29900 S CIVIC CTR BLVD  
PAULA CRABTREE  
WARREN, MI 48093-2377  
(586) 574-4731

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>OptiPlex 7000 Tower</b>	89	\$139,597.39

Estimated delivery if purchased today:

Nov. 08, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Tower	210-BDEI	-	89	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	89	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	89	-
No Microsoft Office License Included	658-BCSB	-	89	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	89	-
M.2 2280 1TB PCIe NVMe Class 40 Solid State Drive	400-BMWE	-	89	-
M.2 22x30 Thermal Pad	412-AAQT	-	89	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	89	-
NO RAID	817-BBBN	-	89	-
AMD Radeon 550 2GB FH (DP/DP)	490-BHQZ	-	89	-
260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGNP	-	89	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	89	-
DVD+/-RW Bezel	325-BDLS	-	89	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	89	-
CMS Essentials DVD no Media	658-BBTV	-	89	-
SD 4.0 Media Card Reader	385-BBRN	-	89	-
Optional Serial Port	382-BBJC	-	89	-
No Additional Add In Cards	382-BBHX	-	89	-
Optional VGA Video Port	382-BBFW	-	89	-
Dell KB522 Business Multimedia Keyboard (US)	580-AFHW	-	89	-
Dell Laser Wired Mouse - MS3220 Black	570-ABGR	-	89	-
No Cable Cover	325-BCZQ	-	89	-
SupportAssist	525-BBCL	-	89	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	89	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	89	-
Waves Maxx Audio	658-BBRB	-	89	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	89	-

Dell Optimizer	658-BEQP	-	89	-
IRST Driver	658-BFKI	-	89	-
ENERGY STAR Qualified	387-BBLW	-	89	-
Dell Watchdog Timer	379-BESJ	-	89	-
Quick Start Guide	340-CYKS	-	89	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	89	-
Shipping Material	340-CNZU	-	89	-
Shipping Label	389-BBUU	-	89	-
Regulatory Label for OptiPlex 7000 Tower 260W	389-ECQW	-	89	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	89	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	89	-
Desktop BTO Standard shipment	800-BBIO	-	89	-
Custom Configuration	817-BBBB	-	89	-
Internal Speaker	520-AARD	-	89	-
Intel 2.5GbE i225 FH PCIe Network Adapter (NIC) Card	555-BHLB	-	89	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	89	-
Intel vPro Enterprise	631-ADGI	-	89	-
Dust Filter	325-BDMP	-	89	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	89	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	89	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	89	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	89	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 2 Years Extended	819-4660	-	89	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 3 Years	819-4662	-	89	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	89	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	89	-

### Dell 24 Monitor - P2422H, 60.5cm (23.8")

Estimated delivery if purchased today:

Oct. 28, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

	Quantity	Subtotal
\$214.00	154	\$32,956.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	154	-
Dell Limited Hardware Warranty	814-5380	-	154	-
ProSupport: Advanced Exchange Service, 5 Years	814-5401	-	154	-
ProSupport: 7x24 Technical Support, 5 Years	814-5409	-	154	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	154	-
			Quantity	Subtotal

**Dell Slim Conferencing Soundbar – SB522A**

\$50.00      89      \$4,450.00

Estimated delivery if purchased today:

Oct. 28, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	520-AAWU	-	89	-

Subtotal:	\$177,003.39
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$177,003.39</b>

## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	3000134304733.1	<b>Sales Rep</b>	Holly McWilliams
<b>Total</b>	\$56,807.81	<b>Phone</b>	(800) 456-3355, 6178523
<b>Customer #</b>	1517276	<b>Email</b>	Holly_McWilliams@Dell.com
<b>Quoted On</b>	Oct. 20, 2022	<b>Billing To</b>	ACCTS PAYABLE
<b>Expires by</b>	Nov. 19, 2022		CITY OF WARREN
<b>Contract Name</b>	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		1 CITY SQUARE STE 425
<b>Contract Code</b>	C000000979569		PURCHASING DEPT
<b>Customer Agreement #</b>	MHEC-04152022		WARREN, MI 48093-5289
<b>Deal ID</b>	24255171		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Holly McWilliams

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
PAULA CRABTREE CITY OF WARREN 29900 S CIVIC CTR BLVD PAULA CRABTREE WARREN, MI 48093-2377 (586) 574-4731	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7000 Tower	\$1,568.51	31	\$48,623.81
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$214.00	31	\$6,634.00
Dell Slim Conferencing Soundbar – SB522A	\$50.00	31	\$1,550.00

---

Subtotal:	\$56,807.81
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$56,807.81
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

---

Total:	\$56,807.81
--------	-------------

## Shipping Group Details

### Shipping To

PAULA CRABTREE  
CITY OF WARREN  
29900 S CIVIC CTR BLVD  
PAULA CRABTREE  
WARREN, MI 48093-2377  
(586) 574-4731

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>OptiPlex 7000 Tower</b>	<b>31</b>	<b>\$48,623.81</b>

Estimated delivery if purchased today:

Nov. 04, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7000 Tower	210-BDEI	-	31	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	31	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	31	-
No Microsoft Office License Included	658-BCSB	-	31	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	31	-
M.2 2280 1TB PCIe NVMe Class 40 Solid State Drive	400-BMWE	-	31	-
M.2 22x30 Thermal Pad	412-AAQT	-	31	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	31	-
NO RAID	817-BBBN	-	31	-
AMD Radeon 550 2GB FH (DP/DP)	490-BHQZ	-	31	-
260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGNP	-	31	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	31	-
DVD+/-RW Bezel	325-BDLS	-	31	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	31	-
CMS Essentials DVD no Media	658-BBTV	-	31	-
SD 4.0 Media Card Reader	385-BBRN	-	31	-
Optional Serial Port	382-BBJC	-	31	-
No Additional Add In Cards	382-BBHX	-	31	-
Optional VGA Video Port	382-BBFW	-	31	-
Dell KB522 Business Multimedia Keyboard (US)	580-AFWH	-	31	-
Dell Laser Wired Mouse - MS3220 Black	570-ABGR	-	31	-
No Cable Cover	325-BCZQ	-	31	-
SupportAssist	525-BBCL	-	31	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	31	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	31	-
Waves Maxx Audio	658-BBRB	-	31	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	31	-



Dell Optimizer	658-BEQP	-	31	-
IRST Driver	658-BFKI	-	31	-
ENERGY STAR Qualified	387-BBLW	-	31	-
Dell Watchdog Timer	379-BESJ	-	31	-
Quick Start Guide	340-CYKS	-	31	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	31	-
Shipping Material	340-CNZU	-	31	-
Shipping Label	389-BBUU	-	31	-
Regulatory Label for OptiPlex 7000 Tower 260W	389-ECQW	-	31	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	31	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	31	-
Desktop BTO Standard shipment	800-BBIO	-	31	-
Custom Configuration	817-BBBB	-	31	-
Internal Speaker	520-AARD	-	31	-
Intel 2.5GbE i225 FH PCIe Network Adapter (NIC) Card	555-BHLB	-	31	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	31	-
Intel vPro Enterprise	631-ADGI	-	31	-
Dust Filter	325-BDMP	-	31	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	31	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	31	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	31	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	31	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 2 Years Extended	819-4660	-	31	-
ProSupport Plus : 4-hour 7x24 Onsite Service After Remote Diagnosis, 3 Years	819-4662	-	31	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	31	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	31	-
			<b>Quantity</b>	<b>Subtotal</b>
			<b>\$214.00</b>	<b>\$6,634.00</b>

### Dell 24 Monitor - P2422H, 60.5cm (23.8")

Estimated delivery if purchased today:

Oct. 27, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	31	-
Dell Limited Hardware Warranty	814-5380	-	31	-
ProSupport: Advanced Exchange Service, 5 Years	814-5401	-	31	-
ProSupport: 7x24 Technical Support, 5 Years	814-5409	-	31	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	31	-
			<b>Quantity</b>	<b>Subtotal</b>

**Dell Slim Conferencing Soundbar – SB522A**

\$50.00      31      \$1,550.00

Estimated delivery if purchased today:

Oct. 27, 2022

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Slim Conferencing Soundbar – SB522A	520-AAWU	-	31	-

Subtotal:	\$56,807.81
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$56,807.81</b>

## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



**D/A CENTRAL**

intelligent technology solutions

13155 Cloverdale

Oak Park, MI 48237

**PROPOSAL**

**15175**

**November 23, 2022**

**BILL TO:**

**City of Warren Purchasing Department**

One City Square

Suite 425

Warren, MI, 48093-5289

Tom Bommarito

(586) 574 4519

**WORK LOCATION:**

**City of Warren Civic Center South**

23345 Van Dyke Ave.

Warren, MI, 48089

Laura Wilson

(586)574-4615

**Add Network Video Recorder to South VanDyke Video Project**

**SCOPE OF WORK**

Tom Bommarito

Director-TIFA

**City of Warren**

1 City Square

Warren, Michigan 48093

Tom,

Thank you for the opportunity to provide a quote to add a network video recorder to record the video from the VanDyke Video Surveillance Camera Project. Originally, this system and these cameras were going to be viewed by the Police Department, and viewed through the network by those having authority to view.

It has been additionally requested to record and store this video for an extended period and have images stored for up to 50 days at the minimum.

These cameras will be providing images at their maximum picture taking interval based on motion. Those cameras with a higher motion viewing (such as along VanDyke), will be storing video constantly 24/7. I have calculated the alley and parking cameras at lower motion recording because there is not constant motion in these areas and have made our storage calculations based on these estimates.

The storage estimates I have researched will provide for approximately 59 days. This is our recommendation based on your requirements and will allow for adding a few more cameras in the future if needed.

We will coordinate and work with the City of Warren for set-up and configuration of the cameras and settings for this system. Exact device location is yet to be determined.

Our proposal includes installation of the above equipment, system set-up, programming, training and verification of system operation.

The next pages will list equipment, provide line item pricing and a project total.

Equipment and labor listed in this project includes a 5 year D/A Prime Support and Manufacturers Warranty.

This system is priced out with our pre-agreed upon discount pricing for the City of Warren.

Should you have any questions, please contact me at 248/399-0600 x 122. If you find this proposal acceptable, please sign and date or acknowledge acceptance in an email to [joe.vanwel@dacentral.com](mailto:joe.vanwel@dacentral.com).

Thank you for the privilege of serving.

Regards,

Joseph A. Vanwelsenaers

**D/A Central, Inc.**

13155 Cloverdale

Oak Park, Michigan 48237

PH:248/399-0600 x 122

Fax: 248/399-3636

Email: [joe.vanwel@dacentral.com](mailto:joe.vanwel@dacentral.com)



800.486.4855 | [dacentral.com](http://dacentral.com)    Detroit | Grand Rapids | Flint



PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<b><u>A-Video</u></b>			
Avigilon Premium NVR with 160TB of Storage	1.00	\$53,987.92	\$53,987.92
Installation			\$170.00
Engineering-NVR Set-up			\$500.00
Project Management			\$100.00
Investment Protection for 1 year	5.00	\$2,500.00	\$12,500.00
Miscellaneous Installation Materials	1.00	\$476.19	\$476.19
Freight			\$1,488.11
<b><u>A-Video Total:</u></b>			<b>\$69,222.22</b>

<b><u>B-Video Option</u></b>			
Heavy Duty Shelf for open frame rack "if needed"	1.00	\$270.96	\$270.96
<b><u>B-Video Option Total:</u></b>			<b>\$270.96</b>

<b>TOTAL EQUIPMENT</b>	\$56,223.18
<b>TOTAL LABOR</b>	\$13,270.00
<b>SUBTOTAL:</b>	\$69,493.18
<b>TAX (EXEMPT):</b>	\$0.00
<b>TOTAL:</b>	\$69,493.18

## Standard Terms and Conditions

1. Where applicable, the above systems are subject to the approval of the "Authority Having Jurisdiction" (AHJ); any changes required by the AHJ are not included. Any required permits are not included.
2. Taxes are not included unless specifically stated otherwise.
3. Customer must provide building power source where required. 110 VAC power on 20-amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required with insulated earth ground.
4. Customer will provide network drops where required.
5. Customer must provide environmentally safe location in areas where the work is to be performed.
6. D/A Central Inc. requires written notification of any existing environmental hazard (i.e. asbestos) that D/A Central Inc. personnel could be exposed to while providing this system. Each area of concern will require separate notification.
7. Customer is solely responsible for compliance with any applicable ADA requirements.
8. D/A Central's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide maintenance thereon. That includes remote access for rapid response unless mutually agreed upon differently.
9. Non-solicitation agreement - Client will not directly or indirectly employ or recruit for employment any employee, agent or subcontracted party of D/A on any Project during the Term of this Agreement and for two (2) years thereafter without prior written consent of D/A.
10. Cyber limitation clause - The Company has adopted an Acceptable Use and Cybersecurity Policy (the "AUP"). The AUP can be found at [www.dacentral.com/AUP](http://www.dacentral.com/AUP). All Company employees are obliged to protect this data. In this cybersecurity policy, the Company gives its employees instructions on how to avoid security breaches, but the Customer acknowledges that, despite all commercially reasonable efforts under the circumstances, certain security breaches can occur.
11. If applicable, the customer must provide connection to fire alarm system to interface into their equipment. All costs associated with the fire contractor's scope of work are the customer's responsibility and are not included in this proposal. This proposal assumes that all fire related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this proposal.
12. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the customer. The customer is responsible for the cost for any and all permits required from local government before project commencement and are to be determined before installation can begin.
13. Customer must provide proper working hardware. All doors are assumed to be properly aligned and all existing hardware is presumed to be in good working condition and remains the responsibility of the customer. Any hardware found to be non-working or insufficient for the needs of the system will be replaced as necessary but will require a change order to be issued prior to any additional work being completed.
14. Programming is included in this proposal and is defined as the input of system software information. D/A Central will assist the customer in the input of schedules while the actual input of data will remain the responsibility of the customer. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
15. If this quote contains software, D/A Central Inc. will load the software on one computer per server or client license purchased. If requested, D/A Central Inc. will provide the customer a quote to load software onto additional computers. If the customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.
16. D/A Central will perform testing and commissioning of the system.
17. Conduit runs are not included with this proposal, unless specifically stated otherwise.
18. Customer must provide accessible and non-obstructed chase ways for needed wire run. Customer must provide riser sleeve or core drilling between floors, where required.
19. Customer must provide adequate mounting space for all panels, terminal interfaces, modems and expanders on a wall mounted plywood surface.
20. Customer must provide proper lighting in all work areas as required.
21. All drawings and related documentation created or provided by D/A Central, Inc. are proprietary and will remain the property of D/A Central, Inc., any use or reproduction of same are strictly prohibited.
22. Customer must provide permanent signage related to life safety codes as needed.
23. If applicable, the customer must provide patching or painting. The customer is responsible for restoring all the existing locations (where the card readers, electric locks, door contacts, REX motions, cameras, etc. were located) to original (non-Automated) specifications. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
24. This quotation, unless agreed upon in advance under an associated agreement, does not include invoicing fees or discounts, safety training program charges, Background checks or other fee-based portals. If those fees are required, they will be added to invoices to cover all associated costs.

# Service Terms

## Prime Support

D/A Central Inc. Prime Support covers all labor associated with servicing and replacing equipment covered by the contract. Manufacturer Warranty of covered equipment is extended to the Customer and D/A Central Inc. will handle the RMA paperwork and shipping for the repair and/or replacement. Prime Support Customers will also receive Priority Service Dispatching. Prime support coverage begins at the time of system activation and acceptance. Any deficiencies found in workmanship will be the responsibility of the D/A Central Inc. except for acts of nature, misuse, or vandalism. Repairs or attempted repairs by others will void the D/A Central Contract support coverage. Prime Support Customers will also receive discounted Service Rates for any billable service needs.

## Prime Support PLUS+

In addition to our standard Prime Support coverage (described above), D/A Central Inc. Prime Support PLUS+ offers the following services: Repair costs covered up to \$300 per incident. One time annual system training up to 4 hours. Training for New features for Manufacturer software. Lifecycle Management Reporting. Annual system recertification and preventative maintenance inspections. Emergency After-Hours Service. Annual Software Support Agreements are included. Monthly or Quarterly Billing available.

## Prime SHIELD

In addition to our standard Prime Support PLUS+ coverage (described above), D/A Central Inc. Prime SHIELD offers the following services: D/A Solution Replacement Guarantee, Bundled Support and Maintenance, Fixed Annual Payment Plans and Natural Disaster Coverage - up to \$5000 deductible relief for acts of nature, such as lightning, tornado, fire, etc. Monthly or Quarterly Billing available.

## D/A is NOT an Insurer

User understands and agrees that D/A is NOT AN INSURER. D/A makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof, which the system/equipment is designed to detect or avert.

It is agreed that damages or losses suffered are not allocable to performance and shall be fixed at \$250. Insurance that D/A carries for its own protection and indemnification for its customers is stated on the Certificate of Insurance available at User's request.





## Summary of Costs

<b>TOTAL EQUIPMENT</b>	\$56,223.18
<b>TOTAL LABOR</b>	\$13,270.00
<b>SUBTOTAL:</b>	\$69,493.18
<b>TAX (EXEMPT):</b>	\$0.00
<b>TOTAL:</b>	\$69,493.18

## Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the Terms & Conditions included in this agreement or otherwise negotiated through a Master Service Agreement executed by both Parties.

Upon contract award, 30% of total contract price for engineering and mobilization will be billed unless otherwise stated. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, programming prior to on-site installation as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for Project Management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days

Due to supply chain disruptions, equipment delays and pricing fluctuations that are beyond our control may occur causing project delays. In the event of such disruptions, D/A will re-quote or provide potential alternatives to the proposal for your review and approval.

In addition, some manufacturers are adding temporary surcharges to specific products to maintain supply availability. D/A may be required to add those surcharges to projects under agreement.

CLIENT **City of Warren Civic Center South**

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT: \_\_\_\_\_

PO: \_\_\_\_\_

COMPANY: **D/A Central, Inc.**

TITLE: Add Network Video Recorder to South  
VanDyke Video Project

PROPOSAL #: 15175

SALES REP: Joe Vanwelsenaers

PHONE: (248)399-0600 EXT 122

EMAIL: joe.vanwel@dacentral.com



# 5<sup>TH</sup> GENERATION NETWORK VIDEO RECORDERS

16 TB

24 TB

32 TB

48 TB

64 TB

96 TB

128 TB

192 TB

224 TB

252 TB

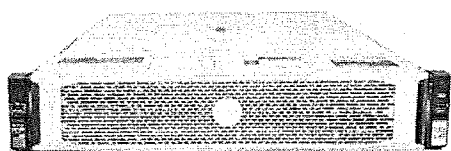
288 TB

360 TB

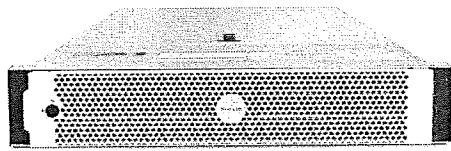
432 TB

5-YEAR WARRANTY

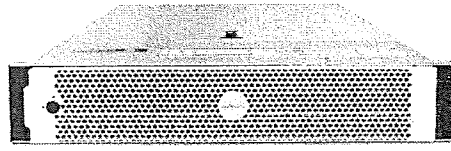
The fifth-generation Avigilon Network Video Recorder (NVR5) delivers unparalleled, high-performance recording, throughput, data availability, and protection for your Avigilon video security system. Featuring the densest storage capacity Avigilon has to offer on a single NVR, security teams can scale up to petabytes of storage at a single location, with up to 432 TB in storage per NVR. All NVR models come optimized with RAID technology, hot-swappable drives, and a five-year Avigilon warranty with dedicated support to increase system uptime and availability.



NVR5 PRM (252-432 TB)



NVR5 PRM (192-224 TB)



NVR5 STD (16-64 TB) and  
NVR5 PRM (96-160 TB)

## FEATURES

### FLEXIBLE & SCALABLE TIER-1 STORAGE



NVR5 offers flexible configurations for security teams to cost-effectively scale up to 432 TB in tier 1 storage capacity and tailor it to their unique retention requirements.



### LOWER DEPLOYMENT COSTS WITH QUICK & SIMPLE DEPLOYMENT WITH ACC PRE-CONFIGURED



The NVR5 comes pre-configured with ACC software for secure network video recording and management of Avigilon cameras up to 61 MP resolution.

### RESPOND FASTER WITH AI-POWERED ANALYTICS SUPPORT



Security teams can respond faster to critical events with the NVR5's seamless support for Avigilon Appearance Search, Facial Recognition, and LPR technologies.

### STRENGTHEN CYBERSECURITY



Designed with cybersecurity in mind, the NVR5 comes with a TPM 2.0 module built-in to support hardware Root of Trust authentication and data encryption.



### HIGH DATA AVAILABILITY

Reliable storage with RAID-configured redundancy offers a highly available and resilient system that protects your data. All our STD & PRM models include reliable hard drives with RAID 6/60 redundancy to tolerate up to 2/4 hard drive failures.

### INCREASE SYSTEM UPTIME & PRODUCTIVITY

Sites that have connected to the cloud and subscribed to advanced system health<sup>1</sup> can take advantage of system health monitoring to increase system availability, streamline maintenance time and minimize on-site service calls.

### RESOLVE TECHNICAL ISSUES EXPEDIENTLY WITH A SINGLE-POINT-OF-CONTACT



In addition to lifetime 24/7 Avigilon telephone technical support for the Avigilon End-to-End solution, five-year onsite parts and repair service is also included with 24/7 4-hour response SLA<sup>2</sup> for NVR5 PRM, or Next Business Day for NVR5 STD.

### EASY RECOVERY SOLUTION



Designed with a separate and redundant array of Solid-State Drives for the operating system (PRM and STD), with a built-in recovery partition to simplify the recovery process, if needed.

<sup>1</sup> On NVR5 PRM 252-432 TB, ACC 7.14.8 or later is required for full advanced system health functionality.

<sup>2</sup> Warranty coverage and support Service Level Agreement is subject to end user's geographic location. Please refer to <https://www.avigilon.com/support/warranty/avigilon> for more information.

# ANALYTICS



## AVIGILON APPEARANCE SEARCH™

Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.

ACC Enterprise required.



## FACE RECOGNITION

Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

ACC7-FACE license required



## LICENSE PLATE RECOGNITION (LPR)

Significant improvements<sup>2</sup> in LPR performance compared to the previous generations of NVRs. Works with ACC software for accurate license plate capture at a range of distances and speeds. Requires an additional license.

ACC7-LPR license per channel required.



## ACC™ VIDEO MANAGEMENT SOFTWARE

Pre-installed and pre-configured solution for managing multi-megapixel digital IP and analog cameras.

MODEL	MAXIMUM SUPPORTED CAMERAS BY FEATURE <sup>1</sup>		NUMBER OF LPR LANES <sup>2</sup>			
	APPEARANCE SEARCH ONLY <sup>3</sup>	FACE RECOGNITION + APPEARANCE SEARCH <sup>3</sup>	5 FPS (<16 KM/H)	10 FPS (<48 KM/H)	20 FPS (<100 KM/H)	30 FPS (<150 KM/H)
NVR5 PRM (252 288 360 432 TB)	200	50	20	10	5	3
NVR5 PRM (192 224 TB)			25	12	6	4
NVR5 PRM (96 128 160 TB)			12	6	3	2
NVR5 STD (16 24 32 48 64 TB)			12	6	3	2

<sup>1</sup> These performance figures are based on validation testing by Avigilon. Assumes appliance-wide average per camera rates of classified objects leaving field of view:

- H5A Cameras - One every second;
- H4A Cameras - One every two seconds.

Additional licenses may be required. For more information, contact Avigilon Sales.

<sup>2</sup> Assumes a 3 MP camera with 1 MP license plate scan area and Frames Per Second (FPS) to recognize license plates up to vehicle speeds in Kilometers Per Hour (KM/H). Results may vary according to camera mounting parameters. ACC 7.14.10 or later is required.

<sup>3</sup> Requires H5A or H4A cameras. The Avigilon Appearance Search camera support limit does not affect any NVR throughputs for simultaneous recording, playback and live streaming.

# SPECIFICATIONS

SYSTEM		NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)
Capacity		252 TB 288 TB 360 TB 432 TB	192 TB 224 TB	96 TB 128 TB 160 TB	16 TB 24 TB 32 TB 48 TB 64 TB
Avigilon Control Center™ Edition		Core, Standard and Enterprise compatible			
Network Video Streaming Performance (10 GbE - Multiple Connections)	Recording Rate:	Up to 1500 Mbps	Up to 1500 Mbps	Up to 1500 Mbps	Up to 800 Mbps <sup>1</sup>
	Playback Rate:	Up to 600 Mbps <sup>2</sup>	Up to 600 Mbps <sup>2</sup>	Up to 600 Mbps <sup>2</sup>	Up to 600 Mbps
Network Video Streaming Performance (1 GbE - Multiple Connections)	Recording Rate:	Up to 800 Mbps	Up to 800 Mbps	Up to 700 Mbps	Up to 700 Mbps
	Playback Rate:	Up to 800 Mbps	Up to 600 Mbps	Up to 600 Mbps	Up to 600 Mbps
Operating System		Microsoft Windows Server 2019 - 16 core			
Hard Disk Drive Configuration	Video Data:	RAID 60 Up to 28 × 3.5", hot-swappable	RAID 60 Up to 18 × 3.5", hot-swappable	RAID 6 Up to 12 × 3.5", hot-swappable	RAID 6 Up to 10 × 3.5", hot-swappable
	Operating System:	2 × 480 GB M.2 SSD Drives, RAID 1	2 × 240 GB M.2 SSD Drives, RAID 1		
Recording Storage Capacity		Up to 504 TB raw; 432 TB effective (RAID 60)	Up to 288 TB raw; 224 TB effective (RAID 60)	Up to 192 TB raw; 160 TB effective (RAID 6)	Up to 80 TB raw; 64 TB effective (RAID 6)
Network Interface		2 × 10 GbE SFP+ ports <sup>3</sup> 4 × 1 GbE RJ-45 ports	4 × 10 GbE SFP+ ports <sup>3</sup> 4 × 1 GbE RJ-45 ports	2 × 10 GbE SFP+ ports <sup>3</sup> (optional for NVR5 STD) 6 × 1 GbE RJ-45 ports	
Memory		8 × 8 GB DDR4	6 × 8 GB DDR4	4 × 8 GB DDR4	2 × 8 GB DDR4
Processor		2 × Intel® 8-core Xeon®	1 × Intel® 16-core Xeon®	2 × Intel® 8-core Xeon®	1 × Intel® 8-core Xeon®
Video Outputs		1 × VGA			
Local Viewing		No			
Out-of-band Management		iLO Advanced	iDRAC 9 Enterprise		

<sup>1</sup> The maximum recording throughput for STD can be increased by adding a 2nd CPU kit and a 10 GbE Network Card.

<sup>2</sup> The max playback throughput for PRM can be increased by reducing the recording throughput.

<sup>3</sup> Direct Attach Cables (NVR5-SFPPLUS-DA for all NVR5 models) or system-specific SFP+ transceivers (NVR5-SFPPLUS-SR-A for NVR5 16-224 TB, NVR5-SFPPLUS-SR-B for NVR5 >= 252 TB) sold separately.

MECHANICAL		NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)
Form Factor		2U Rack Mount Chassis			
Dimensions (L x W x H)		872.0 mm × 479.0 mm × 87.5 mm 34.33" × 18.86" × 3.44"	751.3 mm × 482.0 mm × 86.8 mm 29.58" × 18.98" × 3.42"	721.6 mm × 482.0 mm × 86.8 mm 28.4" × 18.98" × 3.42"	
Weight		252 TB: 48 kg (107 lbs) 288 TB: 50 kg (110 lbs) 360 TB: 53 kg (116 lbs) 432 TB: 55 kg (122 lbs)	192 TB: 32 kg (70 lbs) 224 TB: 33 kg (73 lbs)	96 TB: 27 kg (60 lbs) 128 TB: 27 kg (60 lbs) 160 TB: 29 kg (63 lbs)	16 TB: 24 kg (54 lbs) 24 TB: 26 kg (57 lbs) 32 TB: 24 kg (54 lbs) 48 TB: 26 kg (57 lbs) 64 TB: 27 kg (60 lbs)
ELECTRICAL		NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)
Power Input		100 to 240 VAC, 50/60 Hz, auto-switching			

<b>ELECTRICAL</b>	<b>NVR5 PRM (252-432 TB)</b>	<b>NVR5 PRM (192-224 TB)</b>	<b>NVR5 PRM (96-160 TB)</b>	<b>NVR5 STD (16-64 TB)</b>
Power Supply	Dual (1+1) 1000 W redundant	Dual (1+1) 1100 W	2 × 1100 W Mixed Mode	800 W Mixed Mode
Power Consumption	Maximum 580 W (1978 BTU/h)	Maximum 803 W (2740 BTU/h)	Maximum 789 W (2691 BTU/h)	Maximum 604 W (2061 BTU/h)
Power Efficiency	Titanium			Platinum

ENVIRONMENTAL	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)
Operating Temperature	10°C to 35°C (50°F to 95°F)	10°C to 35°C (50°F to 95°F)	5°C to 45°C (41 °F to 113°F)	
Storage Temperature	-30°C to 60°C (-22°F to 140°F)	-40°C to 65°C (-40°F to 149°F)		
Operating Humidity	8% to 90% relative humidity with 28°C (82.4°F) max dew point	10% to 80% relative humidity with 29°C (84.2°F) max dew point	8% to 95% relative humidity with 27°C (80.6°F) max dew point	
Storage Humidity	5% to 95% RH with 38.7°C (101.7°F) max dew point. Atmosphere must be non-condensing at all times.	5% to 95% RH with 33°C (91°F) max dew point. Atmosphere must be non-condensing at all times.	5% to 95% RH with 27°C (80.6°F) max dew point. Atmosphere must be non-condensing at all times.	
Operating Vibration	0.15 Grms at 10 Hz to 300 Hz	0.26 Grms at 5 Hz to 350 Hz	0.21 Grms at 5 Hz to 500 Hz	
Storage Vibration	0.5 Grms at 10 Hz to 500 Hz	1.88 Grms at 10 Hz to 500 Hz	1.88 Grms at 10 Hz to 500 Hz	
Operating Shock	2 G	6 G		
Storage Shock	15 G	71 G		
Operating Altitude	3,050 m (10,000 ft)	3,048 m (10,000 ft)		
Storage Altitude	9,144 m (30,000 ft)	12,000 m (39,370 ft)		

<b>CERTIFICATIONS</b>	<b>NVR5 PRM (252-432 TB)</b>	<b>NVR5 PRM (192-224 TB)</b>	<b>NVR5 PRM (96-160 TB)</b>	<b>NVR5 STD (16-64 TB)</b>
Certifications/Directives	UL, cUL, CE, RCM, BSMI, EAC, KC, NRCS, VCCI, RoHS, WEEE	UL, cUL, CE, LOT9, NRCS, NOM, RCM, EAC, VCCI, BSMI, CCC (STD only), KC, BIS, UKCA		
Safety	UL/CSA/EN/IEC 62368-1	UL/CSA/IEC/EN 62368-1:2014 (2nd ed)		
Electromagnetic Emissions	CFR Title 47, FCC Part 2, 15 Class A, ICES-003(A), EN 55032 Class A, EN 61000-3-2, EN 61000-3-3	FCC Title 47 CFR Part 15 Canadian ICES-003(A) Issue 7 EN 55032:2015/CISPR 32:2015 EN 61000-3-2:2014/IEC 61000-3-2:2014 EN 61000-3-3:2013/IEC 61000-3-3:2013		
Electromagnetic Immunity	EN 55024	EN 55024:2010 +A1:2015/CISPR 24:2010 +A1:2015 or EN 55035:2017		
Warranty	5-year 4-hour mission critical warranty with onsite parts delivery service.			5-year NBD (Next Business Day) with onsite parts delivery service. 4-hour mission critical warranty upgrade available.

SUPPLIED ACCESSORIES		NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)
Rack Rail System	Sliding rail system with cable management arm <sup>1</sup>	ReadyRails Sliding Rails with Cable Management Arm			
Bezel	1, front				
Power Cords	4 total: 2 × C13 / C14, 2 × country variants (from options below)				2 total: 1 × C13 / C14, 1 × country variant (from options below)

<sup>1</sup> Supports tool-less mounting in 19"-wide EIA-310-E compliant square hole, unthreaded round-hole 4-post racks, and threaded hole 4-post racks

(NA) NEMA 5-15P / C13



(UK) BS1363 / C13



(EU) SCHUKO / C13



(AU) AS3112 / C13



# OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

## NVR5 PRM (252 288 360 432 TB)

### FORM FACTOR

2U rack mount chassis

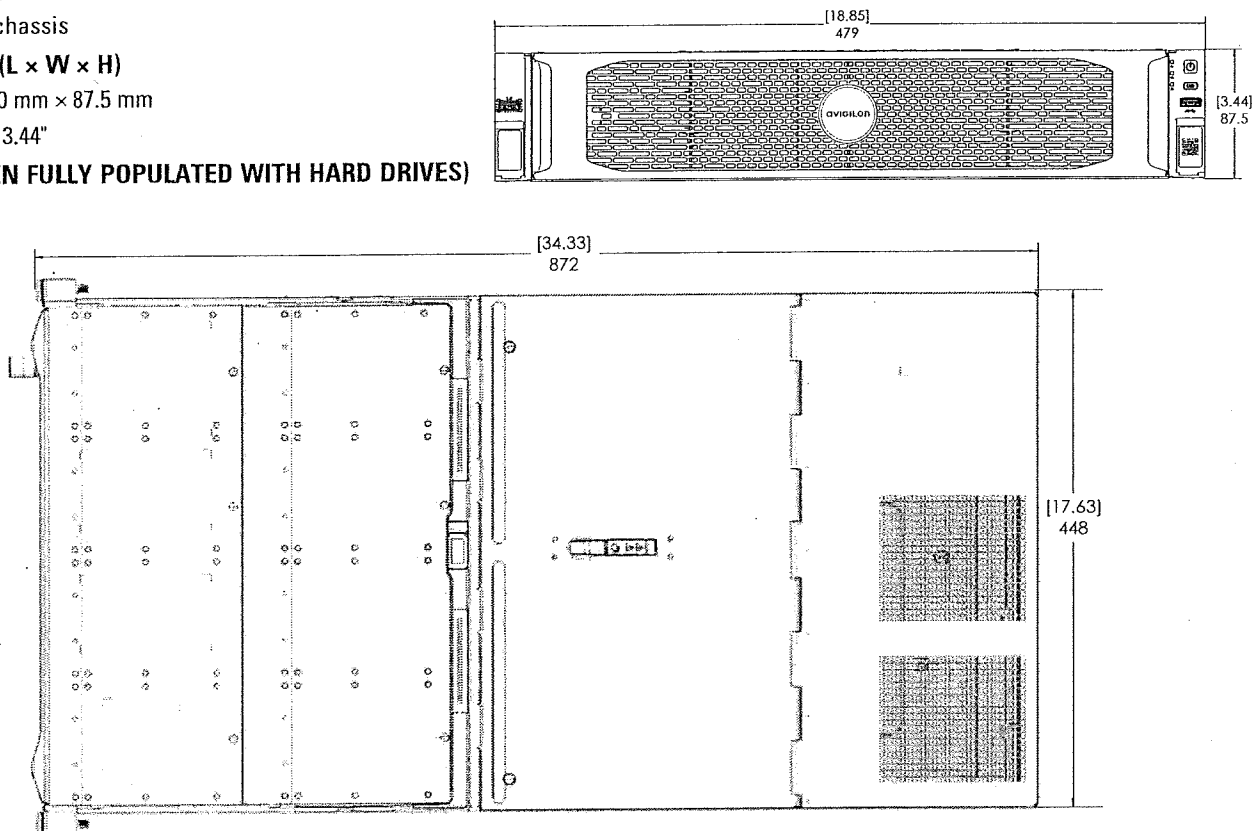
### DIMENSIONS (L x W x H)

872.0 mm x 479.0 mm x 87.5 mm

34.33" x 18.86" x 3.44"

### WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

55 kg [122 lbs]



## NVR5 PRM (192 224 TB)

### FORM FACTOR

2U rack mount chassis

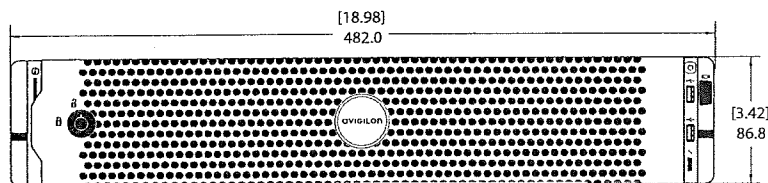
### DIMENSIONS (L x W x H)

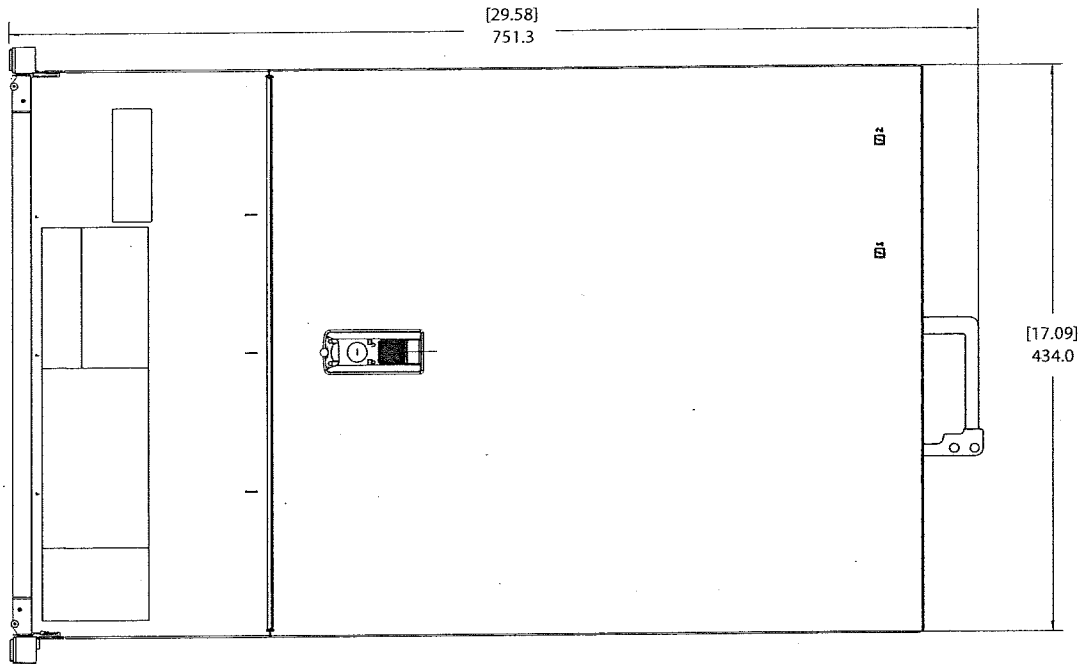
751.3 mm x 482.0 mm x 86.8 mm

29.58" x 18.98" x 3.42"

### WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

33.1 kg [72.91 lbs]





## NVR5 STD (16 24 32 48 64 TB) & NVR5 PRM (96 128 160 TB)

### FORM FACTOR

2U rack mount chassis

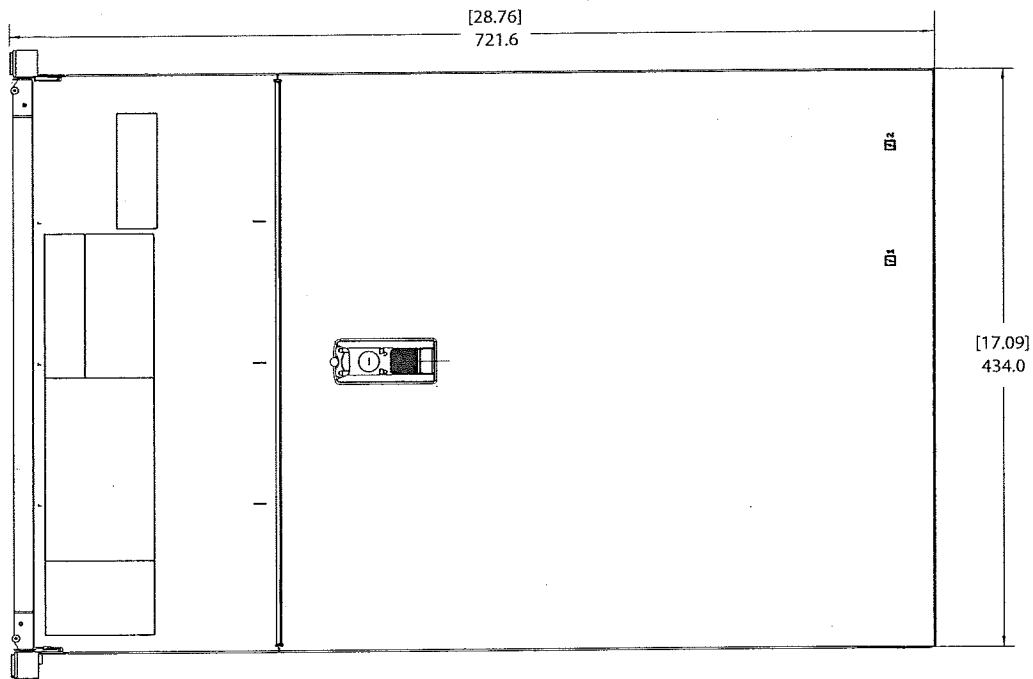
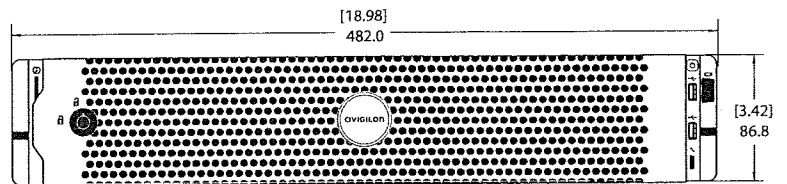
### DIMENSIONS (L x W x H)

721.6 mm x 482.0 mm x 86.8 mm

28.4" x 18.98" x 3.42"

### WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

28.76 kg [63.40 lbs]





# ORDERING INFORMATION

NVR5	
NVR5-STD-16TB-W10	16 TB (24 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-16TB-S19	16 TB (24 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-24TB-W10	24 TB (32 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-24TB-S19	24 TB (32 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-32TB-W10	32 TB (48 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-32TB-S19	32 TB (48 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-48TB-W10	48 TB (64 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-48TB-S19	48 TB (64 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-64TB-W10	64 TB (80 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-64TB-S19	64 TB (80 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-96TB-S19	96 TB (120 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-128TB-S19	128 TB (160 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-160TB-S19	160 TB (192 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-192TB-S19	192 TB (256 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-224TB-S19	224 TB (288 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-252TB-S19	252 TB (324 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-288TB-S19	288 TB (360 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-360TB-S19	360 TB (432 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-432TB-S19	432 TB (504 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
Avigilon Control Center licenses must be purchased separately. Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.	

ACCESSORIES (NVR5 PRM 252-432 TB)	
NVR5-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
HD-NVR4-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
NVR5-SFPPLUS-SR-B	SFP+ Transceivers for Short Range (Multi-mode) on server side, NVR5 >= 252 TB
NVR5-SFPPLUS-LR-B	SFP+ Transceivers for Long Range (Single-mode) between SAN switches, NVR5 >= 252 TB
NVR5-10GBASET-B	Network Card, QP 10 G-Base-T NVR5 PRM >= 252 TB
NVR5-RAM-16GB-B	RAM Upgrade Kit for 1 CPU Processor Only, 2 x 8 GB DDR4 3200 MT/s DIMMs, NVR5 PRM >= 252 TB
NVR5-PSU-1000W	1000 W Flex Slot Titanium Hot Plug/Swappable Power Supply Kit, NVR5 PRM >= 252 TB
NVR5-HDDS-INT-18TB	Spare hard drive, 18 TB, internal bay, compatible with NVR5 PRM >= 252 TB
NVR5-HDDS-HOT-18TB	Spare hard drive, 18 TB, front/rear bay, compatible with NVR5 PRM >= 252 TB
AVA-HED1-NVR5-CONNECT-B	AVA Connectivity Kit for Direct Attachment of a NVR5 PRM >= 252 TB
AVA-SAN-CONNECT-1	AVA Head Unit Connectivity Kit, includes 1 x transceiver and fiber optic cable for SAN networking
AVA-SAN-CONNECT-8	AVA Head Unit Connectivity Kit, includes 8 x transceivers and fiber optic cables for SAN networking with two network switches
NVR5-AVA-SAN-CONNECT-B	Connectivity Kit for AVA SAN networking, compatible with NVR5 PRM >= 252 TB (excluding AVA Transceiver and Fiber Optic Cables included in AVA-HED1-NVR5-CONNECT-B)
NVR-KYD-WARR-5YR-B	5-year Keep-Your-Drive Warranty Upgrade for NVR5 PRM >= 252 TB

ACCESSORIES (NVR5 STD/PRM 16-224 TB)	
NVR5-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
HD-NVR4-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
NVR4X-SFPPLUS-SR	SFP+ Transceivers for Short Range (Multi-mode) on server side



**ACCESSORIES (NVR5 STD/PRM 16-224 TB)**

NVR5-SFPPLUS-SR-A	SFP+ Transceivers for Short Range (Multi-mode) on server side, NVR5 16-224 TB
NVR5-SFPPLUS-LR-A	SFP+ Transceivers for Long Range (Single-mode) between SAN switches, NVR5 16-224 TB
NVR5-STD-10GBE	Network Card, DP 10 GbE SFP+ NVR5 STD 16-64 TB
NVR5-10GBASET-A1	Network Card, QP 10 G-Base-T NVR5 STD/PRM 16-160 TB (excluding 2nd CPU for NVR5 STD)
NVR5-10GBASET-A2	Network Card, QP 10 G-Base-T NVR5 PRM 192-224 TB
NVR5-RAM-16GB-A	RAM Upgrade Kit for 1 CPU Processor Only, 2 x 8 GB DDR4 3200 MT/s DIMMs, NVR5 STD/PRM 16-224 TB
NVR5-STD-2NDCPU	2nd CPU Upgrade Kit, 2 x 8 GB DDR4 3200 MT/s DIMMs, NVR5 STD 16-64 TB
NVR5-PRM-2NDCPU	2nd CPU Upgrade Kit, 6 x 8 GB DDR4 3200 MT/s DIMMs, NVR5 PRM 192-224 TB
NVR5-PSU-800W	800 W Hot Plug/Swappable Power Supply Kit, NVR5 STD 16-64 TB
NVR5-PSU-1100W-A1	1100 W Hot Plug/Swappable Power Supply Kit, NVR5 PRM 96-160 TB
NVR5-PSU-1100W-A2	1100 W Hot Plug/Swappable Power Supply Kit, NVR5 PRM 192-224 TB
NVR5-HDD-HOT-4TB	Spare hard drive, 4 TB, front/rear bay, compatible with NVR5 STD 16-24 TB
NVR5-HDD-HOT-8TB	Spare hard drive, 8 TB, front/rear bay, compatible with NVR5 STD 32-64 TB
NVR5-HDDS-HOT-12TB	Spare hard drive, 12 TB, front/rear bay, compatible with NVR PRM 96 TB
NVR5-HDDS-INT-16TB	Spare hard drive, 16 TB, internal bay, compatible with NVR5 PRM 192-224 TB
NVR5-HDDS-HOT-16TB-A1	Spare hard drive, 16 TB, front/rear bay, compatible with NVR5 PRM 128-160 TB
NVR5-HDDS-HOT-16TB-A2	Spare hard drive, 16 TB, front/rear bay, compatible with NVR5 PRM 192-224 TB
AVA-HED1-NVR5-CONNECT-A	AVA Connectivity Kit for Direct Attachment of a NVR5 STD/PRM <= 224 TB (excluding 2nd CPU for NVR5 STD)
AVA-SAN-CONNECT-1	AVA Head Unit Connectivity Kit, includes 1 x transceiver and fiber optic cable for SAN networking
AVA-SAN-CONNECT-8	AVA Head Unit Connectivity Kit, includes 8 x transceivers and fiber optic cables for SAN networking with two network switches
NVR5-AVA-SAN-CONNECT-A	Connectivity Kit for AVA SAN networking, compatible with NVR5 STD/PRM <= 224 TB (excluding 2nd CPU for NVR5 STD as well as AVA Transceiver and Fiber Optic Cables included in AVA-HED1-NVR5-CONNECT-A)
NVR-KYD-WARR-5YR-A	5-year Keep-Your-Drive Warranty Upgrade for NVR5 STD/PRM 16-224 TB
NVR5-STD-WARR-5Y4HMC	5-year 4-Hour-Mission-Critical Warranty Upgrade for NVR5 STD 16-64 TB

## SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email [sales@avigilon.com](mailto:sales@avigilon.com) for specific product support.



# AVIGILON™

Jul 2022 | Rev 2

© 2022, Motorola Solutions, Inc. All rights reserved. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. AVIGILON, the AVIGILON logo, AVIGILON CONTROL CENTER, ACC, HDSM SmartCodec and LIGHTCATCHER are trademarks of Avigilon Corporation. The absence of the symbols ™ and ® in proximity to each trademark in this document or at all is not a disclaimer of ownership of the related trademark. All other trademarks are the property of their respective owners.

[sales@avigilon.com](mailto:sales@avigilon.com) | [avigilon.com](https://www.avigilon.com)

## HD NVRs

Name	Model	Expansions	Storage	Total Data	Storage Time	Status
South VanDyke Cameras	NVR5-PRM-160TB-- S19-NA	-	152 TB	334.23 Mbps	59 days 1 hours	Valid

Sales at Avigilon  
+1.604.629.5182  
sales@avigilon.com

Technical Support  
+1.888.281.5182  
support@avigilon.com

This document and the data contained herein were produced using the AVIGILON™ System Design Tool (SDT) and, correspondingly, are subject to the SDT's Terms and Conditions of Use (sdt.avigilon.com). The SDT and the data contained in this document are for estimation and illustrative purposes only and may not represent actual performance or system design parameters. Please contact your Sales Engineer or asksales@avigilon.com if you have any questions or concerns.

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-0800 Bid Opening Date: 11/16/2022 Department: DDA
Product or Service: KITCHEN REPAIRS AT BEEBE BUILDING		
BIDDER		GRAND TOTAL
MERIDIAN CONTRACTING GROUP		\$ 14,989.00
PHOENIX PROFESSIONAL CONTRACTING, INC.		\$ 20,250.00



**James R. Fouts, Mayor**

Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, MI 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ITB-W-0800**

**INVITATION TO BID**

**NOVEMBER 2, 2022**

**ELECTRONIC BIDS FOR FURNISHING REPAIRS IN THE KITCHEN AREA OF THE HISTORIC BEEBE BUILDING, FOR THE CITY OF WARREN ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, NOVEMBER 16, 2022.**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM**

**A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON NOVEMBER 16, 2022 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

**<https://cityofwarren.zoom.us/j/85758231882?pwd=MWJWc3pyVnZmc1BWbmczR09QeFlaQT09>**

**ZOOM CALL-IN #: 1 646 931 3860**

**ZOOM MEETING ID: 857 5823 1882**

**ZOOM MEETING PASSWORD: 506390**

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.**

**You should register for NIGP commodity codes:**

**28554, 90945, 91075**

**To have a bid considered for award, the prospective bidder is responsible for attending the Mandatory Pre-Bid Meeting at 7:00 AM Local Time, Thursday, November 10, 2022 at the Beebe Avenue located at 5959 Beebe Avenue, Warren, MI.**

**Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: ITB-W-0800.**

**SINCERELY,**

**Craig Treppa  
Purchasing Agent**

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (pricing pages, clauses, etc.), scan the document, and upload the completed document (pages 1-13) with your electronic bid submission.
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**PRICE CLAUSE:**

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful contractor whose prices shall be held firm for the entire contract period beginning on the official date of award.

Authorized signature for \_\_\_\_\_  
Price Clause

**INSPECTION CLAUSE**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to inspect or to account for working conditions.

To have a bid considered for award, the prospective bidder is responsible for attending the Mandatory Pre-Bid Meeting at 9:00 AM Local Time, Thursday, November 10, 2022 at the Beebe Avenue located at 5959 Beebe Avenue, Warren, MI.

Authorized signature for \_\_\_\_\_  
Inspection Clause

**COMPANY NAME:** Meridian Contracting Group \_\_\_\_\_

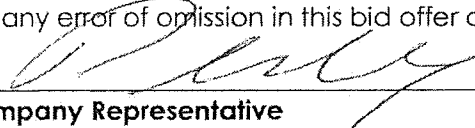
**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH REPAIRS IN THE KITCHEN AREA OF THE HISTORIC BEEBE BUILDING** in accordance with the attached specifications requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

**GRAND TOTAL:** \$ 14,989.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

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

Signature of  DATE 11/15/22  
**Authorized Company Representative**

Pete DiVito

(Print name of Signature)

COMPANY NAME: Meridian Contracting Group

6149 Trailside Drive

Washington

MI

48094

ADDRESS

CITY

STATE

ZIP CODE

586-292-6132

pete@meridiangroup1.com

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

1- year from completion

WARRANTY (If applicable)

23 years

Pete DiVito

586-292-6132

YEARS IN BUSINESS

COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

**EXCEPTIONS:** Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

**COMPANY NAME:** Meridian Contracting Group

**ESTIMATED QUANTITIES:**

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for \_\_\_\_\_  
Estimated Quantities Clause

**WARRANTY:**

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

1- year from completion on materials and workmanship. Certain installed material and products may have longer warranty periods through the manufacturer.

Authorized signature for \_\_\_\_\_  
Warranty Clause

**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: Available on request Year: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Agency: \_\_\_\_\_ Year: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Agency: \_\_\_\_\_ Year: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Agency: \_\_\_\_\_ Year: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**COMPANY NAME:** Meridian Contracting Group

**INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is prt of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage	

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

☒ Can meet insurance as indicated.

( ) Cannot meet but offer the following:

Authorized signature for  
Insurance Clause

COMPANY NAME: Meridian Contracting Group



**GENERAL CONDITIONS (Effective April 22, 2022)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**BID SUBMISSION**

Bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late and retained unopened.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**COMPANY NAME:** Meridian Contracting Group

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

**COMPANY NAME:** Meridian Contracting Group

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired.

Alternate items of equal quality will be considered, provided your offer clearly describes the product being offered. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

The City shall have determine if alternate products are "Equal" to the product being specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** Meridian Contracting Group

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

**COMPANY NAME:** Meridian Contracting Group

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**COMPANY NAME:** Meridian Contracting Group

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**

  
(Signature)

**COMPANY NAME:** Meridian Contracting Group



**James R. Fouts, Mayor**

Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, MI 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ITB-W-0800**

**INVITATION TO BID**

**NOVEMBER 2, 2022**

**ELECTRONIC BIDS FOR FURNISHING REPAIRS IN THE KITCHEN AREA OF THE HISTORIC BEEBE BUILDING, FOR THE CITY OF WARREN ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, NOVEMBER 16, 2022.**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM**

**A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON NOVEMBER 16, 2022 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

**<https://cityofwarren.zoom.us/j/85758231882?pwd=MWJWc3pyVnZmc1BWbmczR09QeFlaQT09>**

**ZOOM CALL-IN #: 1 646 931 3860**

**ZOOM MEETING ID: 857 5823 1882**

**ZOOM MEETING PASSWORD: 506390**

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.**

**You should register for NIGP commodity codes:**

**28554, 90945, 91075**

**To have a bid considered for award, the prospective bidder is responsible for attending the Mandatory Pre-Bid Meeting at 9:00 AM Local Time, Thursday, November 10, 2022 at the Beebe Avenue located at 5959 Beebe Avenue, Warren, MI.**

**Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: ITB-W-0800.**

**SINCERELY,**

**Craig Treppa  
Purchasing Agent**

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (pricing pages, clauses, etc.), scan the document, and upload the completed document (pages 1-13) with your electronic bid submission.
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**PRICE CLAUSE:**

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful contractor whose prices shall be held firm for the entire contract period beginning on the official date of award.

Authorized signature for \_\_\_\_\_  
Price Clause

**INSPECTION CLAUSE**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to inspect or to account for working conditions.

To have a bid considered for award, the prospective bidder is responsible for attending the Mandatory Pre-Bid Meeting at 9:00 AM Local Time, Thursday, November 10, 2022 at the Beebe Avenue located at 5959 Beebe Avenue, Warren, MI.

Authorized signature for \_\_\_\_\_  
Inspection Clause

COMPANY NAME: Phoenix Professional Contracting, Inc.



**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH REPAIRS IN THE KITCHEN AREA OF THE HISTORIC BEEBE BUILDING** in accordance with the attached specifications requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

GRAND TOTAL: \$ 20,250.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

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

Signature of *Harry D.* DATE 11/16/2022  
**Authorized Company Representative**

Djon Stanaj

(Print name of Signature)

COMPANY NAME: Phoenix Professional Contracting, Inc.

29300 W 9 mile rd.	Farmington Hills	M.I	48336
ADDRESS	CITY	STATE	ZIP CODE
313 492 9258	248 212 0742	rtr@ppcimi.com	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

1 Year  
WARRANTY (If applicable)

11 Ravi, 313 492 9258  
YEARS IN BUSINESS COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

**EXCEPTIONS:** Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

COMPANY NAME: Phoenix Professional Contracting, Inc.

**ESTIMATED QUANTITIES:**

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for \_\_\_\_\_  
Estimated Quantities Clause

**WARRANTY:**

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

Authorized signature for \_\_\_\_\_  
Warranty Clause

**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: Wayne County Community College Year: 2014 - Present

Address: 801 W Fort St Detroit M.I

Contact Name: Daniel Davis Phone: 248 943 5002

2. Agency: Detroit Medical Clinics Year: 2010 - Present

Address: 8282 Woodward Ave Detroit M.I

Contact Name: Fonda Gassaway Phone: 313 658 1975

3. Agency: Lakeshore Global Corp Year: 2022

Address: 7310 Woodward Suite 500 Detroit

Contact Name: Ritwik Sattoor Phone: 248 882 6504

4. Agency: Wayne Neighborhood Legal Services Year: 2022

Address: 5281 Calhoun St Dearborn M.I

Contact Name: Len Sanchez Phone: 989 274 9401

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000

Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

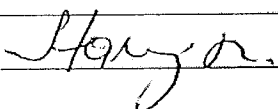
Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

☒ Can meet insurance as indicated.

☐ Cannot meet but offer the following:

Authorized signature for  
Insurance Clause



**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**GENERAL CONDITIONS (Effective April 22, 2022)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**BID SUBMISSION**

Bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late and retained unopened.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired.

Alternate items of equal quality will be considered, provided your offer clearly describes the product being offered. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

The City shall have determine if alternate products are "Equal" to the product being specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.



**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

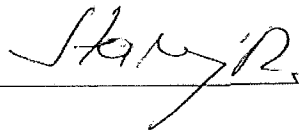
**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**



(Signature)

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**SPECIFICATION****PURPOSE:**

It is the intent of the City of Warren to invite electronic bids for furnishing repairs to the kitchen area of the historic Beebe building located at 5959 Beebe Avenue, Warren, MI 48092.

**GENERAL:**

- Remove existing Ceilings and Coverings from the range hood to the roof deck;
- Install ½" drywall on suspended grid with enough drop to allow for existing lighting electrical drops through at existing locations;
- Install new surface mount five (5), 2' x 4' LED fixtures onto new drywall ceiling;
- Tape, mud, and sand newly installed drywall;
- Prime (one coat) and paint (white - 2 coats) new ceiling only.
- Properly clean up and dispose of all debris, off-site, related to this project.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

CHECK LIST FOR BIDDERSMISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

- \_\_\_\_\_ Is your electronic bid PROPERLY SIGNED on the AUTHORIZED REPRESENTATIVE portion of the BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?
- \_\_\_\_\_ If required, have you entered a unit price for each bid item? (Unit Price governs)
- \_\_\_\_\_ Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?
- \_\_\_\_\_ Late bids will NOT be considered. Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.

COMPANY NAME: Phoenix Professional Contracting, Inc.

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-0797 Bid Opening Date: 11/16/2022 Department: DDA
Product or Service: FURNISHING AND INSTALLING WINDOWS AT BEEBE BUILDING		
BIDDER		GRAND TOTAL
MERIDIAN CONTRACTING GROUP		\$18,889.00
PHOENIX PROFESSIONAL CONTRACTING, INC.		\$33,150.00
REGAL CONSTRUCTION, INC.		\$25,400.00

MERIDIAN CONTRACTING GROUP				
ITEM	QUANTITY (EACH)	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	30" x 60" Double Hung	\$ 1,380.00	\$ 1,380.00
2	1	84" x 60" Pitcher Window	\$ 2,394.00	\$ 2,394.00
3	7	65" x 48" Slider	\$ 1,625.00	\$ 11,375.00
4	2	30" x 18" Fixed Pitcher	\$ 1,150.00	\$ 2,300.00
5	1	36" x 60" Double Hung	\$ 1,440.00	\$ 1,440.00
GRAND TOTAL:				\$ 18,889.00

PHOENIX PROFESSIONAL CONTRACTING, INC.				
ITEM	QUANTITY (EACH)	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	30" x 60" Double Hung	\$ 2,650.00	\$ 2,650.00
2	1	84" x 60" Pitcher Window	\$ 2,850.00	\$ 2,850.00
3	7	65" x 48" Slider	\$ 2,900.00	\$ 20,300.00
4	2	30" x 18" Fixed Pitcher	\$ 2,350.00	\$ 4,700.00
5	1	36" x 60" Double Hung	\$ 2,650.00	\$ 2,650.00
GRAND TOTAL:				\$ 33,150.00

REGAL CONSTRUCTION, INC.				
ITEM	QUANTITY (EACH)	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	30" x 60" Double Hung	\$ 2,200.00	\$ 2,200.00
2	1	84" x 60" Pitcher Window	\$ 3,500.00	\$ 3,500.00
3	7	65" x 48" Slider	\$ 1,900.00	\$ 13,300.00
4	2	30" x 18" Fixed Pitcher	\$ 1,800.00	\$ 3,600.00
5	1	36" x 60" Double Hung	\$ 2,800.00	\$ 2,800.00
GRAND TOTAL:				\$ 25,400.00



**James R. Fouts, Mayor**

Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, Mi 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ITB-W-0797**

**INVITATION TO BID**

**NOVEMBER 2, 2022**

**ELECTRONIC BIDS FOR FURNISHING AND INSTALLING NEW WINDOWS AT THE HISTORIC BEEBE BUILDING, FOR THE CITY OF WARREN ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, NOVEMBER 16, 2022.**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM**

**A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON NOVEMBER 16, 2022 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

**<https://cityofwarren.zoom.us/j/85758231882?pwd=MWJWc3pyVnZmc1BWbmczR09QeFlaQT09>**

**ZOOM CALL-IN #: 1 646 931 3860**

**ZOOM MEETING ID: 857 5823 1882**

**ZOOM MEETING PASSWORD: 506390**

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.**

**You should register for NIGP commodity codes:**

**15079, 15092, 15093, 90937, 91079**

**Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: ITB-W-0797.**

**SINCERELY,**

**Craig Treppa  
Purchasing Agent**

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (pricing pages, clauses, etc.), scan the document, and upload the completed document (pages 1-14) with your electronic bid submission.
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**PRICE CLAUSE:**

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful contractor whose prices shall be held firm for the entire contract period beginning on the official date of award.

Authorized signature for \_\_\_\_\_  
Price Clause

**INSPECTION CLAUSE**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to measure, inspect, or to account for working conditions.

Authorized signature for \_\_\_\_\_  
Inspection Clause

**COMPANY NAME:** Meridian Contracting Group

**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH AND INSTALL NEW WINDOWS AT THE HISTORIC BEEBE BUILDING** in accordance with the attached specifications requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

**GRAND TOTAL (FROM PAGE FOUR (4)):** \$ 18889.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

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

Signature of  DATE 11/14/22  
**Authorized Company Representative**

Pete DiVito COMPANY NAME: Meridian Contracting Group  
(Print name of Signature)

6149 Trailside Drive Washington, MI 48094  
ADDRESS CITY STATE ZIP CODE  
586-292-6132 pete@meridiangroup1.com  
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Labor is 1 year. Materials carry 1 year or longer depending on the material used.  
WARRANTY (If applicable)

24 Pete DiVito-586-292-6132  
YEARS IN BUSINESS COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

**EXCEPTIONS:** Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

**COMPANY NAME:** Meridian Contracting Group



**DETAIL PRICING:**

Please complete the detail pricing section below and enter total on page three (3) of the bid form.

ITEM	WINDOW DESCRIPTION	QTY	UNIT PRICE	EXTENDED TOTAL
ITEM 1	30" x 60" Double Hung	1 Each	\$ 1380.00	\$ 1380.00
ITEM 2	84" x 60" Pitcher Window	1 Each	\$ 2394	\$ 2394.00
ITEM 3	65" x 48" Slider	7 Each	\$ 1625.00	\$ 11375.00
ITEM 4	30" x 18" Fixed Pitcher	2 Each	\$ 1150.00	\$ 2300.00
ITEM 5	36" x 60" Double Hung	1 Each	\$ 1440.00	\$ 1440.00
<b>GRAND TOTAL (ENTER ON PAGE 3):</b>				<b>\$ 18889.00</b>

**ESTIMATED QUANTITIES:**

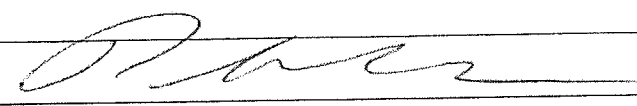
Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for   
Estimated Quantities Clause

**WARRANTY:**

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

We will provide a full one year warranty on all labor and services provided.

Authorized signature for   
Warranty Clause

**COMPANY NAME:** Meridian Contracting Group

**INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage	

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

☒ Can meet insurance as indicated.

( ) Cannot meet but offer the following:

Authorized signature for  
Insurance Clause

COMPANY NAME: Meridian Contracting Group

**GENERAL CONDITIONS (Effective April 22, 2022)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**BID SUBMISSION**

Bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late and retained unopened.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**COMPANY NAME:** Meridian Contracting Group

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

**COMPANY NAME:** Meridian Contracting Group

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired.

Alternate items of equal quality will be considered, provided your offer clearly describes the product being offered. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

The City shall have determine if alternate products are "Equal" to the product being specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** Meridian Contracting Group

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

**COMPANY NAME:** Meridian Contracting Group

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time therefrom) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the  
**COMPANY NAME:** Meridian Contracting Group, LLC

contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

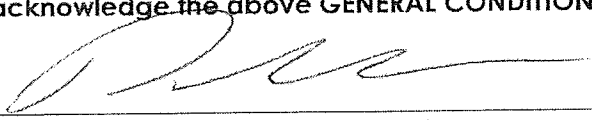
**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**

  
\_\_\_\_\_  
(Signature)

**COMPANY NAME:** Meridian Contracting Group



**SPECIFICATION****PURPOSE:**

It is the intent of the City of Warren to invite electronic bids for replacing windows at the historic Beebe building located at 5959 Beebe Avenue, Warren, MI 48092.

**GENERAL:**

- Remove current windows;
- Replace windows with Anderson 100 Composite Windows in Black;
- Windows shall have Grids between the glass;
- Size, Type, and Quantities are shown on Page 3 of this bid form.
- Properly clean up and dispose of all debris, off-site, related to this project.

**COMPANY NAME:** Meridian Contracting Group

CHECK LIST FOR BIDDERSMISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.☒

Is your electronic bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT**?

☒

If required, have you entered a unit price for each bid item? (Unit Price governs)

☒

Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?

☒

Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

COMPANY NAME:





**James R. Fouts, Mayor**

Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, Mi 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ITB-W-0797**

**INVITATION TO BID**

**NOVEMBER 2, 2022**

**ELECTRONIC BIDS FOR FURNISHING AND INSTALLING NEW WINDOWS AT THE HISTORIC BEEBE BUILDING, FOR THE CITY OF WARREN ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, NOVEMBER 16, 2022.**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM**

**A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON NOVEMBER 16, 2022 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

**<https://cityofwarren.zoom.us/j/85758231882?pwd=MWJWc3pyVnZmc1BWbmczR09QeFlaQT09>**

**ZOOM CALL-IN #: 1 646 931 3860**

**ZOOM MEETING ID: 857 5823 1882**

**ZOOM MEETING PASSWORD: 506390**

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.**

**You should register for NIGP commodity codes:**

**15079, 15092, 15093, 90937, 91079**

**Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: ITB-W-0797.**

**SINCERELY,**

A handwritten signature in black ink, appearing to read "CT", representing Craig Treppa.

**Craig Treppa  
Purchasing Agent**

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (pricing pages, clauses, etc.), scan the document, and upload the completed document (pages 1-14) with your electronic bid submission.
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**PRICE CLAUSE:**

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful contractor whose prices shall be held firm for the entire contract period beginning on the official date of award.

Authorized signature for \_\_\_\_\_  
Price Clause

**INSPECTION CLAUSE**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to measure, inspect, or to account for working conditions.

Authorized signature for \_\_\_\_\_  
Inspection Clause

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH AND INSTALL NEW WINDOWS AT THE HISTORIC BEEBE BUILDING** in accordance with the attached specifications requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

GRAND TOTAL (FROM PAGE FOUR (4)): \$ 33,150.00

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

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

Signature of *Stanaj* DATE 11/16/2022  
Authorized Company Representative

Djon Stanaj

(Print name of Signature)

COMPANY NAME: Phoenix Professional Contracting, Inc.

29300 W 9 mile rd.	Farmington Hills	M.I	48336
ADDRESS	CITY	STATE	ZIP CODE
313 492 9258	248 212 0742	rtr@ppcimi.com	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

1 Year

WARRANTY (If applicable)

11

Ravi, 313 492 9258

YEARS IN BUSINESS

COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

**EXCEPTIONS:** Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

COMPANY NAME: Phoenix Professional Contracting, Inc.

**DETAIL PRICING:**

Please complete the detail pricing section below and enter total on page three (3) of the bid form.

ITEM	WINDOW DESCRIPTION	QTY	UNIT PRICE	EXTENDED TOTAL
ITEM 1	30" x 60" Double Hung	1 Each	\$ 2650.00	\$ 2,650.00
ITEM 2	84" x 60" Pitcher Window	1 Each	\$ 2850.00	\$ 2,850.00
ITEM 3	65" x 48" Slider	7 Each	\$ 2900.00	\$ 20,300.00
ITEM 4	30" x 18" Fixed Pitcher	2 Each	\$ 2350.00	\$ 4,700.00
ITEM 5	36" x 60" Double Hung	1 Each	\$ 2650.00	\$ 2,650.00
<b>GRAND TOTAL (ENTER ON PAGE 3):</b>				<b>\$ 33,150.00</b>

**ESTIMATED QUANTITIES:**

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for \_\_\_\_\_  
Estimated Quantities Clause

**WARRANTY:**

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

Authorized signature for \_\_\_\_\_  
Warranty Clause

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: Wayne County Community College Year: 2014 - Present

Address: 801 W Fort St Detroit M.I

Contact Name: Daniel Davis Phone: 248 943 5002

2. Agency: Detroit Medical Clinics Year: \_\_\_\_\_

Address: 8282 Woodward Ave Detroit M.I

Contact Name: Fonda Gassaway Phone: 313 658 1975

3. Agency: Lakeshore Global Corp Year: \_\_\_\_\_

Address: 7310 Woodward Suite 500 Detroit

Contact Name: Ritwik Sattoor Phone: 248 882 6504

4. Agency: Wayne Neighborhood Legal Services Year: \_\_\_\_\_

Address: 5281 Calhoun St Dearborn M.I

Contact Name: Len Sanchez Phone: 989 274 9401

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is prt of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage	

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

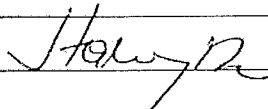
Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

☒ Can meet insurance as indicated.

☐ Cannot meet but offer the following:

Authorized signature for  
Insurance Clause



**COMPANY NAME:** Phoenix Professional Contracting, Inc.



**GENERAL CONDITIONS (Effective April 22, 2022)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**BID SUBMISSION**

Bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late and retained unopened.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City .

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired.

Alternate items of equal quality will be considered, provided your offer clearly describes the product being offered. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

The City shall have determine if alternate products are "Equal" to the product being specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time therefrom) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the  
**COMPANY NAME:** Phoenix Professional Contracting, Inc.

contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies and/or

b. Cancellation, termination or suspension of the contract, in whole or in part.

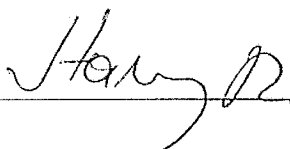
**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**

  
\_\_\_\_\_  
(Signature)

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

**SPECIFICATION****PURPOSE:**

It is the intent of the City of Warren to invite electronic bids for replacing windows at the historic Beebe building located at 5959 Beebe Avenue, Warren, MI 48092.

**GENERAL:**

- Remove current windows;
- Replace windows with Anderson 100 Composite Windows in Black;
- Windows shall have Grids between the glass;
- Size, Type, and Quantities are shown on Page 3 of this bid form.
- Properly clean up and dispose of all debris, off-site, related to this project.

**COMPANY NAME:** Phoenix Professional Contracting, Inc.

CHECK LIST FOR BIDDERSMISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

- \_\_\_\_\_ Is your electronic bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**
- \_\_\_\_\_ If required, have you entered a unit price for each bid item? (Unit Price governs)
- \_\_\_\_\_ Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?
- \_\_\_\_\_ Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

**COMPANY NAME:** Phoenix Professional Contracting, Inc.





**James R. Fouts, Mayor**

Purchasing Division  
Office of the Controller  
One City Square, 4<sup>th</sup> Floor, Suite 425  
Warren, MI 48093-5289

Phone (586) 574-4639  
FAX (586) 574-4614

**ITB-W-0797**

**INVITATION TO BID**

**NOVEMBER 2, 2022**

**ELECTRONIC BIDS FOR FURNISHING AND INSTALLING NEW WINDOWS AT THE HISTORIC BEEBE BUILDING, FOR THE CITY OF WARREN ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, NOVEMBER 16, 2022.**

**PLEASE SEE SPECIAL INSTRUCTIONS ON PAGE TWO (2) OF THE BID FORM**

**A PUBLIC BID OPENING WILL TAKE PLACE AT 1:00 PM EST ON NOVEMBER 16, 2022 VIA THE "ZOOM APP" WHICH WILL BE HOSTED BY THE CITY COUNCIL OFFICE. PLEASE JOIN THE ZOOM MEETING BETWEEN 12:50 AND 1:00 PM EST, ON THE DAY OF THE BID OPENING IN ORDER TO VIEW OR LISTEN TO THE BID OPENING VIA THE ZOOM APP.**

**LINK TO ZOOM MEETING:**

**<https://cityofwarren.zoom.us/j/85758231882?pwd=MWJWc3pyVnZmc1BWbmczR09QeFlaQT09>**

**ZOOM CALL-IN #: 1 646 931 3860**

**ZOOM MEETING ID: 857 5823 1882**

**ZOOM MEETING PASSWORD: 506390**

**Addenda, clarifications and changes to the bid documents must be obtained on line by registering (free registration available) for the MITN system as follows: 1) go to [www.BidNetDirect.com/MITN](http://www.BidNetDirect.com/MITN), 2) Click on "Register Now", 3) Activate your account & select your registration option. Call 800-835-4603 and press option two (2) to speak live with customer support.**

**You should register for NIGP commodity codes:**

**15079, 15092, 15093, 90937, 91079**

**Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: ITB-W-0797.**

**SINCERELY,**

A handwritten signature in black ink, appearing to read "CT", representing Craig Treppa.

**Craig Treppa  
Purchasing Agent**

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (pricing pages, clauses, etc.), scan the document, and upload the completed document (pages 1-14) with your electronic bid submission.
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City of Warren shall not have access to bid results until after the scheduled due date and time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**PRICE CLAUSE:**

The City of Warren requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful contractor whose prices shall be held firm for the entire contract period beginning on the official date of award.

Authorized signature for \_\_\_\_\_  
Price Clause

**INSPECTION CLAUSE**

All bidders will be held liable to have visited the work site(s) and familiarize themselves with the nature of the work and conditions under which the work will be performed. No extras will be allowed for failure to measure, inspect, or to account for working conditions.

Authorized signature for \_\_\_\_\_  
Inspection Clause

COMPANY NAME: Regal Construction Inc

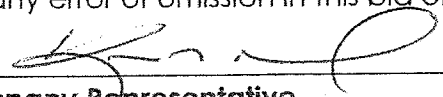
**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH AND INSTALL NEW WINDOWS AT THE HISTORIC BEEBE BUILDING** in accordance with the attached specifications requirements, which are to be considered an integral part of this proposal, at the prices indicated in this bid and summarized below:

**GRAND TOTAL (FROM PAGE FOUR (4)): \$** \_\_\_\_\_

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR SEALED BID. FAILURE TO PROPERLY SIGN IN THE AREA PROVIDED BELOW WILL RESULT IN YOUR BID NOT BEING ACCEPTED.

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

Signature of  DATE 11/12/22  
**Authorized Company Representative**

Kenneth Tomaszewski COMPANY NAME: Regal Construction Inc  
(Print name of Signature)

33079 Garfield Fraser MI 48026  
ADDRESS CITY STATE ZIP CODE

(586) 292-2828 regalconstruction01@gmail.com  
TELEPHONE NUMBER FAX NUMBER E-MAIL ADDRESS

Limited Manufacture Life Time / 10 Year Workmanship  
WARRANTY (If applicable)

30+ Ken Tomaszewski (586) 292-2828  
YEARS IN BUSINESS COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

**EXCEPTIONS:** Where an exception to any specification is taken, such exception shall be clearly indicated below and along with the specifications attached hereto, shall be considered an integral part of this bid proposal.

NONE

**COMPANY NAME:** Regal Construction Inc

**DETAIL PRICING:**

Please complete the detail pricing section below and enter total on page three (3) of the bid form.

ITEM	WINDOW DESCRIPTION	QTY	UNIT PRICE	EXTENDED TOTAL
ITEM 1	30" x 60" Double Hung	1 Each	\$ 2200	\$ 2200
ITEM 2	84" x 60" Pitcher Window	1 Each	\$ 3500	\$ 3500
ITEM 3	65" x 48" Slider	7 Each	\$ 1900	\$ 13300
ITEM 4	30" x 18" Fixed Pitcher	2 Each	\$ 1800	\$ 3600
ITEM 5	36" x 60" Double Hung	1 Each	\$ 2800	\$ 2800
GRAND TOTAL (ENTER ON PAGE 3):				\$ 25400

**ESTIMATED QUANTITIES:**

Quantities indicated are estimates for bid award purposes. The City has provided the best estimate of quantities and actual usage may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for \_\_\_\_\_  
Estimated Quantities Clause

**WARRANTY:**

All bidders shall state below type and duration of warranty for both materials and workmanship. The awarded vendor shall provide a minimum warranty of one year on workmanship and materials. Please explicitly indicate warranty exclusions if any exist.

Limited Manufacturer Lifetime on Materials  
10-year workmanship

Authorized signature for \_\_\_\_\_  
Warranty Clause

COMPANY NAME: Regal Construction Inc

**REFERENCES:**

Please list the municipalities/companies for which your company has provided similar services.

1. Agency: Clinton Twp Fire Department Year: 2022  
Address: 42601 Romeo Plank Rd, Clinton Twp  
Contact Name: Aaron Schmid Phone: (586) 263-8437
2. Agency: Veteran Affairs Year: 2010 - Present  
Address: Detroit, MI  
Contact Name: Terry Martin Phone: (313) 348-5614
3. Agency: Oakland County Road Comm. Year: 2014 - Present  
Address: Southfield, MI  
Contact Name: William Wheeler Phone: (248) 858-4771
4. Agency: City of Warren Year: 2012 - Present  
Address: Warren, MI  
Contact Name: Gray Treppa Phone: (586) 574-4639

COMPANY NAME: Regal Construction Inc

**INSURANCE REQUIREMENTS:****INSURANCE CERTIFICATE MUST BE SUBMITTED BY THE INSURANCE AGENCY, NOT THE PROPOSER.**

The awarded vendor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37<sup>th</sup> District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded vendor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded vendor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is prt of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000
Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage	

**AUTOMOBILE LIABILITY:**

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

**WORKERS' COMPENSATION INSURANCE:**

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

**UMBRELLA LIABILITY POLICY:**

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

Coverage shall be provided by a carrier(s) rated A- or better by A.M. Bests.

Insurance certificates shall contain a provision to the effect that the insurance company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.

(☒) Can meet insurance as indicated.

( ) Cannot meet but offer the following:

Authorized signature for  
Insurance Clause

COMPANY NAME:

Regal Construction Inc

**GENERAL CONDITIONS (Effective April 22, 2022)****SIGNATURE**

Bids and all information requested of the vendor shall be entered in the appropriate space on the bid form and Signature Page. Failure to do so may disqualify your offer.

An authorized officer or employee of the vendor shall sign all bids.

**BID SUBMISSION**

Bids shall be submitted by the date specified and at or prior to the time specified to be considered. Late bids, e-mail, telegraphic, or telephone bids will NOT be accepted.

Submit **ORIGINAL AND ONE (1) COPY** to the address shown on the NOTICE INVITATION TO BID, which can usually be found on the first page of the bid document, with a label on the **outside of the ENVELOPE STATING VENDORS NAME, COMMODITY OR SERVICE AND BID NUMBER AND DUE DATE**

Bids received after 12:30 pm of the date they are due will not be accepted or will be marked late and retained unopened.

**RELATIONSHIP DISCLOSURE**

It is required that any relationship (business or personal) to a City employee or official be disclosed. This includes employment or other professional engagements.

**ALTERATION OF BID DOCUMENTS**

Vendor **changes or alterations to the bid documents, including the specification, may result in the bid being considered non-responsive** and/or the Bidder being debarred. The only authorized vendor changes to the bid documents will be in the areas provided for the Bidder's response including the "Exceptions" section of the bid and on separate attached sheets submitted by the vendor. Vendor shall clearly identify product offered and deviations from the specification. If a change or alteration to the bid document is undetected, and the bid is awarded the contract, the original terms, conditions, and specification in the authorized version of the bid document will be applicable during the terms of the contract. Bidders are responsible for ensuring they have obtained all relevant documents including amendments, clarifications, changes, drawings, etc. as made available by the City.

**PRICES**

Prices quoted shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they shall be clearly identified as such.

Prices quoted shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date.

Corrections and/or modifications received after the bid closing time specified will not be accepted.

Unit prices prevail.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

All prices will be F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES and remain in effect as specified in the bid.

**COMPANY NAME:** Regal Construction Inc

**AWARD**

Unless otherwise stated in the bid documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.

Award of the bids shall be based upon a combination of factors, including but not limited to, adherence to bid requirements, references and any other factors that may be in the City's best interest.

The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid and to accept the bid that, in the opinion of the City, is to the best advantage and interest of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specifications; to accept a higher bid which has only minor deviations. By signing the bid, Bidders agree to accept a split award unless the Bidder clearly indicates that it takes Exception. The bid will be awarded to that responsible, responsive firm whose bid, conforms to this solicitation and will be most advantageous to the City, with regard not only to price but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

The City reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with its own forces seventy-five (75%) of the work involved.

**TERMINATION**

**1. Failure to Perform.** The City may terminate a bid award for the failure to perform a term of the bid specifications to the satisfaction of the City. The City shall provide ten (10) days advance written notice to the Awarded Vendor for the failure to perform services or for the violation of any other term of the bid specifications. Unless futile or the violation is recurring, the City shall provide notice and the opportunity to cure the violation prior to termination. Such notice to cure shall be given in writing by first-class mail. In the event of a dispute, or in order to avoid interruption of service, the City may engage another to perform the work and the Awarded Vendor shall be responsible for any costs the City incurs as a result of the Awarded Vendor's violation. The City may withhold payment to offset any damages the City incurs as a result of the Awarded Vendor's violation.

**2. At Will.** A bid award may be terminated at will by the City upon a minimum of thirty (30) days prior written notice to the Awarded Vendor. In the event of termination as provided in this subsection, the Awarded Vendor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the bid specifications. Payment shall be made upon the Awarded Vendor delivering to the City all information and materials retained by the Awarded Vendor, affiliates, or subcontractors in performing the services described in the bid specifications, whether completed or in progress.

**3. MISREPRESENTATION.** In addition, the City may reject this Bid, or cancel a contract with an Awarded Vendor, if there is evidence of any misleading or intentionally fraudulent information or documents provided in connection with this Bid.

**COMPANY NAME:** Regal Construction Inc



**SPECIFICATION**

Brand names and numbers, when used, are for reference to indicate the character or quality desired.

Alternate items of equal quality will be considered, provided your offer clearly describes the product being offered. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

The City shall have determine if alternate products are "Equal" to the product being specified.

All products and services shall be in accordance with all applicable federal, state and local statutes, rules, ordinances, etc.

All personnel shall have the appropriate licenses with endorsements for the work performed.

In addition, any personnel driving a vehicle on City property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

**E-VERIFY**

Any bidder, attesting to his bid by signature, is affirming that the Bidder has registered with, participates in and utilizes the E-Verify Program (or any successor program implemented by federal Department of Homeland Security and Social Security Administration) to verify the work status of all newly hired employees employed by the Bidder.

**NON-IRAN LINKED BUSINESSES**

By signing below, Bidder certifies and agrees on behalf of Bidder and the company submitting this bid the following: (1) that the Bidder is duly authorized to legally bind the company submitting this bid; (2) that the company submitting this bid is not an "Iran linked business," as defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that Bidder and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**ASSIGNMENT OF AGREEMENT – OTHER CONTRACTORS.**

The Awarded Vendor shall not assign the contract or any part thereof without the written consent of the City.

**PERIOD AGREEMENTS**

**No Exclusive Contract/Additional Services.** The Awarded Vendor agrees and understands that the contract shall not be construed as an exclusive agreement and that the City may, at any time, secure similar or identical services at its sole option.

Any contract executed pursuant to this Bid, which is for a specific term shall include for an extension of the contract term, at the option of the City, as follows:

The City shall have the sole option to extend the contract herein for a period of two months by written notice to the Awarded Vendor exercising the option served at least ten days prior to the expiration date of the contract. In the event such option is exercised by City, all of the provisions of the contract shall remain in full force and effect other than the date of expiration of the contract.

The quantities have been estimated for bid award purposes and may be estimated based on past usage. The quantities may increase or decrease and the City makes no representation as to guarantee of usage. The quantities are estimated on an annual basis.

**COMPANY NAME:** Regal Construction Inc

**PAYMENT TERMS**

The City's normal payment terms are 45 days in connection with cash discounts specified with this bid. Time will be computed from the date of complete delivery of services, supplies, or equipment, as specified, or from the date correct invoices are received in the Office of the City Controller, if the latter is later than the date of delivery. Prices will be considered as net if no cash discount is shown.

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's fee bid. Interim billings shall cover a period of not less than a calendar month.

**MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)**

All costs incurred in the preparation and presentation of this bid, in any way whatsoever, shall be wholly absorbed by the Bidder. All supporting documentation shall become the property of the City unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this RFP is not assured.

**EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any illegal basis, including race, color, religion, sex, nation origin or physical handicap as required by the City.

**EXCEPTIONS TO THE BID SOLICITATION**

Each individual/group shall provide a list of Exceptions taken to this bid. Any Exceptions taken shall be identified and explained in writing. An Exception is defined as the individual/group's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the bid solicitation. If the Bidder provides an alternative solution when taking an Exception to a requirement, the benefits of this alternative solution shall be explained. The City reserves the right to accept or reject any Exception whichever is deemed to be in the best interest of the City.

**WITHDRAWAL OF BID**

Bidders may withdraw their bids by submitting a written request over the signature of an authorized individual to the Purchasing Department any time prior to the submission deadline. Bidders may thereafter submit a new bid prior to the deadline. Modification or withdrawal of the bid in any manner, oral or written, will not be considered if submitted after the deadline.

**DEFAULT TO CITY**

It is understood that any Bidder who is in default to the City at the time of opening its bid shall have its bid declared null and void.

**BIDDER DISCLOSURE**

The Bidder declares that it has not, nor will it, provide gifts, gift certificates, entertainment, favors, or other gratuities to a City official, employee, agent, or volunteer, or to their families.

The Bidder acknowledges that if it violates this policy then the City may terminate the contract with the Bidder.

**COMPANY NAME:** Regal Construction Inc

**INDEMNITY CLAUSE**

To the fullest extent permitted by law, the Bidder expressly agrees to indemnify and hold City and its Affiliates harmless against all losses and liabilities arising out of or related to bodily injury or property damages based upon any act or omission, negligent or otherwise, of Bidder or anyone acting on Bidder's behalf in connection with or incident to the work to be performed hereunder, except that Bidder shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

For the purposes of this indemnity clause, "City" shall mean the City, its Affiliates, and their elected and appointed officials, employees, authorities, boards and commissions and volunteers working on behalf of the City and its Affiliates; "losses and liabilities" shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; "breach, misappropriation or unauthorized use of data" shall mean copyright, patent, trademark or other intellectual property infringement or unauthorized use of license, software, programs, product, manuals or instructions; "personal injury" shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property or deprivation of rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which Vendor may be held liable to the injured party in any action at law, suit in equity or other proceedings for redress; "bodily injury" shall mean bodily injury, sickness or disease (including death resulting at any time there from) mental anguish and mental injury which may be sustained or claimed by any person or persons; and "property damage" shall mean the damage or destruction of any property, including the loss of use thereof.

The Bidder's obligation to indemnify and hold the City and its Affiliates harmless shall include, but not be limited to (1) the obligation to defend the City and its Affiliates from any such suit, action or proceeding, and (2) the obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding, and/or any and all expenses, including but not limited to costs, attorney fees and settlement expenses which may be incurred.

**APPENDIX A OF TITLE VI PLAN**

During the performance of this contract, the contractor, for itself, its assignees, and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

**1. COMPLIANCE WITH REGULATIONS.** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. NONDISCRIMINATION.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

**3. SOLICITATION FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.** In all solicitations either by competitive bidding or negotiation made by the  
**COMPANY NAME:** Regal Construction Inc

contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

**4. INFORMATION AND REPORTS.** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. SANCTIONS FOR NONCOMPLIANCE.** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

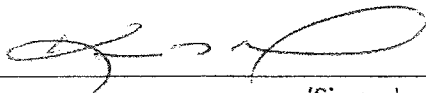
**6. INCORPORATION OF PROVISIONS.** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **SAFETY DATA SHEETS**

**IMPORTANT:** All City purchases require **SAFETY DATA SHEETS** where applicable, in compliance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard.

**THE ABOVE GENERAL CONDITIONS ARE CONSIDERED IN FORCE UNLESS SPECIFICALLY ADDRESSED IN ANOTHER SECTION OF THE BID DOCUMENT**

**We have read and acknowledge the above GENERAL CONDITIONS**



(Signature)

**COMPANY NAME:** Regal Construction Inc

**SPECIFICATION****PURPOSE:**

It is the intent of the City of Warren to invite electronic bids for replacing windows at the historic Beebe building located at 5959 Beebe Avenue, Warren, MI 48092.

**GENERAL:**

- Remove current windows;
- Replace windows with Anderson 100 Composite Windows in Black;
- Windows shall have Grids between the glass;
- Size, Type, and Quantities are shown on Page 3 of this bid form.
- Properly clean up and dispose of all debris, off-site, related to this project.

COMPANY NAME:

Regal Construction Inc

CHECK LIST FOR BIDDERSMISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

- \_\_\_\_\_ Is your electronic bid **PROPERLY SIGNED** on the **AUTHORIZED REPRESENTATIVE** portion of the **BID FORM, AND ALL CLAUSES AS INCLUDED IN THE BID DOCUMENT?**
- \_\_\_\_\_ If required, have you entered a unit price for each bid item? (Unit Price governs)
- \_\_\_\_\_ Have you uploaded the complete document via the BidNet (MITN) system with your electronic submission?
- \_\_\_\_\_ Late bids will **NOT** be considered. **Bids must be received by the Purchasing Division before 12:30 P.M., Wednesday, on the date specified.**

COMPANY NAME: Regal Construction Inc

**Mark Knapp**

To: Tiffany Nawro

Mon 11/28/2022 3:32 PM

Cc: Tom Bommar



Warren City Council Resoluti...

46 KB

Show all 2 attachments (94 KB)

Download all

The bond issue is for the construction of 2 fire stations

One at 9 & Van Dyke - Civic Center South

One at 13 & Schoenherr - where we just purchased 2 parcels of land

Estimated cost is \$20 Million - the bonding paperwork proposes \$22,295,000 (roughly a 10% contingency)

The DDA needs to approve the Warren DDA Resolution.

The Council resolution is included for informational purposes.

The Resolution references an "Attachment One - Project Descriptions"

The specifics should be available by the meeting for discussion

**CITY OF WARREN  
DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION SUBMITTING AN ESTIMATE OF ANTICIPATED  
TAX INCREMENT REVENUE TO BE AVAILABLE FOR PAYMENT OF  
BONDS, RECOMMENDING ADOPTION OF BOND RESOLUTION AND  
FORWARDING  
PROPOSED FORM OF BOND RESOLUTION**

Minutes of the Board of Directors of the City of Warren Downtown Development Authority, County of Macomb, Michigan, held at a \_\_\_\_\_ meeting, on \_\_\_\_\_, 2022 at 3:00 p.m., there were

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following resolution was offered by Director \_\_\_\_\_ and supported by Director \_\_\_\_\_.

WHEREAS, pursuant to Act No. 57 of the Public Acts of Michigan of 2018, as amended (the "Act"), the City of Warren Downtown Development Authority (the "Authority") has a tax increment plan/development plan (the "Development Plan") to assist in the development and redevelopment of all or a portion of the downtown district and to assist in the payment of all or a part of the costs associated with the activities of the Authority and the implementation of the Development Plan; and

WHEREAS, in order to provide funds to finance the Development Plan, as described in Exhibit A attached hereto, it is necessary for the City to issue its City of Warren Downtown Development Limited Tax Bonds, Series 2023 dated on the date of delivery as authorized by Section 214 of Act 57 (the "2023 Bonds"); and

WHEREAS, the 2023 Bonds will be issued in an amount not to exceed \$22,295,000 which will mature as set forth below: and

WHEREAS, the Authority will authorize the issuance of the not to exceed \$22,295,000 City of Warren Downtown Development Authority Bonds, Series 2023 (the "Bonds"); and



WHEREAS, the Authority wishes to authorize the City Council to take the necessary steps in order to issue such Bonds and has reviewed the necessary estimate of the anticipated tax increment revenues available to pay the Bonds, a copy of which is attached as Appendix A to this Resolution (the "Estimate of Revenues"); and

WHEREAS, the Authority hereby approves the form of bond resolution (the "2023 Bond Resolution"), to accomplish this purpose and recommends the adoption of it by the City Council, a copy of such Bond Resolution is attached to this Resolution as Appendix B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF WARREN DOWNTOWN DEVELOPMENT AUTHORITY as follows:

1. The Authority hereby approves the Estimate of Revenues attached hereto as Appendix A from the Development Plan.

2. It is recommended that the City Council adopt the Bond Resolution in substantial form attached to this Resolution as Appendix B, subject to any changes recommended by Bond Counsel for the City, is hereby approved.

3. The Authority hereby authorizes the Chief Administrative Officer of the City, if necessary, to file an application for approval to issue the Bonds with the Michigan Department of Treasury and to pay the related fee.

BE IT THEREFORE RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and are hereby rescinded.

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

This resolution was declared adopted.

---

Director, City of Warren  
Downtown Development  
Authority

**CERTIFICATE**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a Regular meeting of the City of Warren Downtown Development Authority on the \_\_\_\_ day of November, 2023.

---

Director, City of Warren  
Downtown Development  
Authority

**APPENDIX A**

**PROJECTED TAX INCREMENT REVENUES  
AND DEBT SERVICE COVERAGE**

[PLEASE SEE ATTACHED SCHEDULE]

City of Warren, County of Macomb  
Downtown Development Authority  
New Debt Service Coverage

Fiscal Year	Estimated Capture <sup>1,2,3</sup>	Previous Debt Service			New Debt		Estimated Capture Minus Estimated Debt Service	Estimated Debt Service to Capture Ratio
		DDA Refunding Bonds, Series 2014	DDA Refunding Bonds, Series 2015	DDA Refunding Bonds, Series 2021	Estimated DDA Bonds, Series 2023	DDA Estimated Total Debt Service		
2023	\$ 11,009,650	3,342,100	1,233,550	1,547,589	-	6,123,239	4,886,411	55.6%
2024	11,075,747	3,220,025	1,429,925	1,457,559	1,736,057	7,843,566	3,232,181	70.8%
2025	11,142,504	3,099,000	1,378,100	1,358,107	1,739,315	7,574,522	3,567,982	68.0%
2026	11,209,929	2,974,100	1,316,875	1,259,267	1,735,560	7,285,802	3,924,127	65.0%
2027	11,278,028	2,835,625	1,261,325	-	1,735,500	5,832,450	5,445,578	51.7%
2028	11,346,808	1,329,650	1,206,375	-	1,738,928	4,274,953	7,071,856	37.7%
2029	11,416,276	-	1,152,025	-	1,735,628	2,887,653	8,528,624	25.3%
2030	11,486,439	-	-	-	1,739,823	1,739,823	9,746,617	15.1%
2031	11,557,303	-	-	-	1,736,993	1,736,993	9,820,311	15.0%
2032	11,628,876	-	-	-	1,737,295	1,737,295	9,891,581	14.9%
2033	11,701,165	-	-	-	1,739,973	1,739,973	9,961,193	14.9%
2034	11,774,177	-	-	-	1,740,283	1,740,283	10,033,895	14.8%
2035	11,847,919	-	-	-	1,738,180	1,738,180	10,109,739	14.7%
2036	11,922,398	-	-	-	1,738,620	1,738,620	10,183,778	14.6%
2037	11,997,622	-	-	-	1,736,345	1,736,345	10,261,277	14.5%
2038	12,073,598	-	-	-	1,736,305	1,736,305	10,337,293	14.4%
2039	12,150,334	-	-	-	1,738,233	1,738,233	10,412,102	14.3%
2040	12,227,837	-	-	-	1,736,853	1,736,853	10,490,985	14.2%
2041	12,306,115	-	-	-	1,737,105	1,737,105	10,569,010	14.1%
2042	12,385,176	-	-	-	1,738,705	1,738,705	10,646,471	14.0%
2043	12,465,028	-	-	-	1,736,360	1,736,360	10,728,668	13.9%
2044	12,545,678	-	-	-	-	-	12,545,678	0.0%
	<u>\$ 89,413,721</u>	<u>\$ 16,800,500</u>	<u>\$ 8,978,175</u>	<u>\$ 5,622,522</u>	<u>\$ 34,752,057</u>	<u>\$ 31,401,197</u>	<u>\$ 58,012,524</u>	

- 1 Source City of Warren Assessor, City of Warren DDA 20 Year Revenue Projection
- 2 Taxable Value growth projection of 1.0% on current tax base
- 3 Assumed continued State reimbursement of Personal Property Revenue at FY2022 level

**APPENDIX B**  
**[PLEASE SEE ATTACHED BOND RESOLUTION]**

APPENDIX B

CITY OF WARREN

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan (the "City"), held in the \_\_\_\_\_, \_\_\_\_\_ in said City, on \_\_\_\_, \_\_\_\_, 2023 at \_\_:\_\_.m., \_\_\_\_\_ Time, there were

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**BOND RESOLUTION**

**City of Warren**

**County of Macomb, State of Michigan**

**Downtown Development Authority Bonds, Series 2023**

WHEREAS, the City Council has previously approved a Development Plan and Tax Increment Financing Plan (as amended, the "Plan") for the Downtown Development Area ("Development Area") of the Downtown Development Authority of the City of Warren (the "DDA") pursuant to Act 57, Public Acts of Michigan, 2018, as amended ("Act 57"); and

WHEREAS, the DDA has requested the City to issue its limited tax general obligation bonds to finance all or part of the cost to acquire, construct and equip the projects described in **Exhibit A** (the "Projects") pursuant to Act 57 and pursuant to Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), and

WHEREAS, the City of Warren Downtown Development Authority, the Authority has approved this form of bond resolution to be adopted for this purpose; and

WHEREAS, the DDA has advised the City that the DDA anticipates that it will have available the projected tax increment revenues set forth in Appendix A; and

WHEREAS, it is the determination of the City Council that limited tax general obligation bonds in the principal amount of not to exceed Twenty-Two Million Nine Hundred Twenty-Five Thousand Dollars (\$22,925,000) should be issued for the purpose of paying all or part of the cost of the Projects; and

WHEREAS, the bonds to be issued by the City are to be payable primarily from tax increment revenues to be received by the Authority (the "Tax Increment Revenues") pursuant to Act 57 and the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARREN, MACOMB COUNTY, MICHIGAN, as follows:

1. **Estimate of Tax Increment Revenues.** The Authority has estimated that the estimated tax increment revenues of the Development Area will be as shown in Appendix A attached hereto and by this reference made a part hereof, which estimate is hereby approved and adopted by this City Council.

2. **Issuance of Bonds.** Bonds aggregating in the principal amount not to exceed Twenty Two Million Nine Hundred Twenty Five Thousand Dollars (\$22,925,000) (the "Bonds") shall be issued and sold pursuant to the provisions of Act 57 and Act 34, and other applicable statutory provisions, for the purpose of acquiring and constructing the project.

3. **Bond Details.** The Bonds shall be known as "City of Warren Downtown Development Authority Bonds, Series 2023" and shall be issued in anticipation of the receipt by the City of the Tax Increment Revenues for each year through and including the year ending June 30, 2043 and shall be dated on the date of issue, or such different date not more than twelve calendar months thereafter as the City Controller shall provide in the Official Notice of Sale or Bond Purchase Agreement. The Bonds shall be fully registered Bonds, both as to principal and interest, in any one or more denominations of \$5,000 or a multiple of \$5,000 numbered from 1 upwards as determined by the City Controller, regardless of rate and maturity date. The total amount of Bonds to be issued shall not exceed \$22,295,000. Subject, however, to adjustment as described under "DECREASE IN AGGREGATE AMOUNT OF THE BONDS", Section 8, if \$22,925,000 in Bonds are to be issued, the Bonds may mature on April 1 in each year as follows:

<u>DATE</u>	<u>PRINCIPAL</u>
04/01/2024	695,000.00
04/01/2025	810,000.00
04/01/2026	835,000.00
04/01/2027	865,000 00
04/01/2028	900,000 00
04/01/2029	930,000 00
04/01/2030	970,000.00
04/01/2031	1,005,000.00
04/01/2032	1,045,000.00
04/01/2033	1,090,000.00
04/01/2034	1,135,000.00
04/01/2035	1,180,000.00
04/01/2036	1,230,000 00
04/01/2037	1,280,000 00
04/01/2038	1,335,000.00
04/01/2039	1,395,000.00
04/01/2040	1,455,000.00
04/01/2041	1,520,000 00
04/01/2042	1,590,000 00

04/01/2043	1,660,000.00
<b>Total</b>	<b>\$ 22,925,000.00</b>

The Bonds shall be in substantially the form attached hereto as APPENDIX C with such changes, additions or deletions as are not inconsistent with this resolution.

4. **Interest Payment and Date of Record.** The Bonds shall bear interest payable October 1, 2023 and each April 1 and October 1 thereafter, until maturity, which interest shall not exceed 6% per annum. Interest shall be paid by check or draft mailed to the registered owner of each Bond as of the applicable date of record, provided, however, that the City Controller may agree with the bond registrar on a different method of payment. If interest is paid differently, the Bond form attached as Appendix B will be revised.

The date of record for each interest payment shall be the 15th day of the calendar month preceding the date such payment is due.

5. **Prior Redemption.** The Bonds shall be subject to redemption prior to maturity as shall be ordered by the City Controller.

6. **Discount.** The Bonds may be offered for sale at a price of not less than 99% of the face amount thereof and the City Controller is authorized, in his or her discretion, to provide for a higher minimum purchase price in the Official Notice of Sale of the Bonds if the Bonds are sold at a competitive sale.

7. **Adjustment of Bond Maturities.** The City Controller is authorized by order in the form attached as APPENDIX C to adjust the amounts of the maturities of the Bonds, as set forth in Section 8.

8. **Decrease in Aggregate Amount of Bonds.** In the event the amount necessary to construct, furnish and equip the Project the Bonds shall be less than \$22,295,000, the City Controller shall decrease the principal amount of the Bonds by any amount to the extent required to avoid the issuance of more Bonds than will be required in light of the amount of Bonds to be issued and proposals received, which decrease may be applied to any one or more of the maturities and the Official Notice of Sale shall so provide or be changed accordingly. In the event the City or the Authority determines to contribute additional amounts toward the of the bonds, the bonds shall further be reduced by the amount of such contribution.

9. **Payment of Bonds; Pledge of Tax Increment Revenues.** The Bonds shall be a general obligation of the City, but shall be payable in the first instance from the Tax Increment Revenues collected by the Authority. Such Tax Increment Revenues and other funds which are the proceeds of Tax Increment Revenues held by the Authority may be used to make such



payments. The Authority has heretofore pledged and the City hereby pledges all of the estimated Tax Increment Revenues (see Appendix A hereto), subject to those Tax Increment Revenues already pledged to the City to permit the City to construct, furnish and equip the Project and for payment of the principal of and interest on the Bonds and a first security interest is granted in the Tax Increment Revenues (to the extent so pledged) to continue until the payment in full of the principal of and interest on the Bonds.

10. (A) **Bond Registrar and Paying Agent/Book Entry Depository Trust.** The City Controller shall designate, and shall enter into an agreement with, a bond registrar and paying agent for the Bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The City Controller from time to time as required may designate a similarly qualified successor bond registrar and paying agent. If so designated the Bonds shall be deposited with a depository trustee designated by the City Controller who shall transfer ownership of interests in the Bonds by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Bonds. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the City Controller after consultation with the depository trustee. The City Controller is authorized to enter into any depository trust agreement on behalf of the City upon such terms and conditions as the City Controller shall deem appropriate and not otherwise prohibited by the terms of this Resolution, which shall be executed by the City Controller. The depository trustee may be the same as the Registrar otherwise named by the City Controller, and the Bonds may be transferred in part by depository trust and in part by transfer of physical certificates as the City Controller may determine.

(B) **Exchange and Transfer of Bonds.**

(i) The Bonds, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds.

(ii) The Bonds shall be transferable upon the books of the City, which shall be kept for that purpose by the bond registrar and paying agent, only upon surrender of such Bonds together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

(iii) Upon the exchange or transfer of the Bonds, the bond registrar and paying agent on behalf of the City shall cancel the surrendered Bonds and shall authenticate and deliver to the transferee new Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bonds. If, at the time the bond registrar and paying agent authenticates and delivers new Bonds pursuant to this Section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bonds the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_, \_\_\_\_\_."

(iv) The City and the bond registrar and paying agent may deem and treat the person in whose name the Bonds shall be registered upon the books of the City as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all payments made to any such registered owner, or upon his or her order, in accordance with the provisions of Section 5 of this Resolution shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the City nor the bond registrar and paying agent shall be affected by any notice to the contrary. The City agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

(v) For every exchange or transfer of the Bonds, the City or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(vi) The bond registrar and paying agent shall not be required to transfer or exchange the Bonds or portion of the Bonds which has been selected for redemption.

11. **Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the Mayor and the City Clerk may, on behalf of the City, execute and deliver, a new Bond having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen or destroyed.

In the case of a mutilated Bond, a replacement Bond shall not be delivered unless and until such mutilated Bond is surrendered to the Bond Registrar. In the case of a lost, stolen or destroyed Bond, a replacement Bond shall not be delivered unless and until the City and the Bond Registrar shall have received such proof of ownership and loss and indemnity as they determine to be sufficient, which shall consist at least of (i) a lost instrument Bond for principal and interest

remaining unpaid on the lost, stolen or destroyed Bond; (ii) an affidavit of the registered owner (or his or her attorney) setting forth ownership of the Bond lost, stolen or destroyed and the circumstances under which it was lost, stolen or destroyed; (iii) the agreement of the owner of the Bond (or his or her attorney) to fully indemnify the City and the Bond Registrar against loss due to the lost, stolen or destroyed Bond and the issuance of any replacement Bond; and (iv) the agreement of the owner of the Bond (or his or her attorney) to pay all expenses of the City and the Bond Registrar in connection with the replacement, including the transfer and exchange costs which otherwise would be paid by the City.

12. **Execution and Delivery.** The Mayor and the City Clerk are hereby authorized and directed to execute the Bonds for and on behalf of the City by manually executing the same or by causing their facsimile signatures to be affixed. If facsimile signatures are used, the Bonds shall be authenticated by the Bond Registrar before delivery. The Bonds shall be sealed with the City's seal or a facsimile thereof shall be imprinted thereon. When so executed and (if facsimile signatures are used) authenticated, the Bonds shall be delivered to the City Controller, who is hereby authorized and directed to deliver the Bonds to the purchaser upon receipt in full of the purchase price for the Bonds.

13. **City's Limited Tax Pledge.** The principal of and interest on the Bonds shall be payable primarily out of the Tax Increment Revenues for each year through and including the year ending June 30, 2043, in anticipation of which the Bonds are to be issued. In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Bonds when due. If the foregoing collections of Tax Increment Revenues shall not be sufficient to pay the principal of and the interest on the Bonds as the same shall become due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City, which shall also be deposited in the Bond Payment Fund established under paragraph 14 hereof. The City's ability to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the City.

14. **Bond Payment Fund.** All monies paid to the City from tax increment revenues pursuant to the Plan shall be set aside by the City in a separate fund hereby established, to be known as the "Bond Payment Fund." All moneys in the Bond Payment Fund shall be kept in a separate depository account with one or more banks or trust companies where the principal of and interest on the Bonds are payable, and such moneys shall be used solely for the purpose of (i) paying principal of, premium, if any, and interest on the Bonds as well as costs, including the fees and expenses of the Bond Registrar, incidental to the Bonds; and (ii) the fees and expenses of the paying agent or paying agents for the Bonds. All accrued interest and the premium, if any, received from the purchaser of the Bonds shall be deposited in the Bond Payment Fund upon receipt.

15. **Use of Proceeds.** The proceeds of the sale of the Bonds shall be used as follows:

- a. Accrued interest, if any, shall be transferred to the Bond Payment Fund created pursuant to Section 15 above;
- b. Constructing, Furnishing and Equipping the Project described in Exhibit A;
- c. The balance of the proceeds shall be used to pay some or all of the costs of financing including, but not limited to, publication costs, financial consultant fees, bond counsel fees, printing costs, application fees, bond insurance premiums, rating fees and any other fees or costs incurred in connection with the financing.

16. **Investments.** Moneys in the Bond Payment Fund may be continuously invested and reinvested in United States government obligations, obligations the principal and interest on which are unconditionally guaranteed by the United States government, or in interest-bearing time deposits selected by the City Controller which are permissible investments for surplus funds under Act No. 20, Public Acts of Michigan, 1943, as amended. Such investments shall mature, or be subject to redemption at the option of the holder, not later than the dates moneys in such fund will be required to pay the principal of, premium, if any, and interest on the Bonds. Obligations purchased as an investment of moneys in the Bond Payment Fund shall be deemed at all times to be a part of such fund, and the interest accruing thereon and any profit realized from such investment shall be credited to such fund.

17. **Depositories.** All of the banks located in the State of Michigan are hereby designated as permissible depositories of the moneys in the funds established by this Resolution, except that the moneys in the Bond Payment Fund shall only be deposited in such banks where the principal of and interest on the Bonds are payable. The City Controller shall select the depository or depositories to be used from those banks authorized in this Section.

18. **Arbitrage and Tax Covenants.** Notwithstanding any other provision of this resolution, the City covenants that it will not at any time or times:

(a) Permit any proceeds of the Bonds or any other funds of the City or under its control to be used directly or indirectly (i) to acquire any securities or obligations, the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) in a manner which would result in the exclusion of any Bond from the treatment afforded by Section 103(a) of the Code by reason of the classification of any Bond as a "private activity bond" within the meaning of Section 141(a) of the Code, as a "private loan bond" within the meaning of Section 141(a) of the Code or as an obligation guaranteed by the United States of America within the meaning of Section 149(b) of the Code; or

(b) Take any action, or fail to take any action (including failure to file any required information or other returns with the United States Internal Revenue Service or to rebate amounts to the United States, if required, at or before the time or times required), within its control which action or failure to act would (i) cause the interest on the Bonds to be includible in gross income for federal income tax purposes, cause the interest on the Bonds to be includible in computing any alternative minimum tax (other than the alternative minimum tax applicable to interest on all tax-exempt obligations generally) or cause the proceeds of the Bonds to be used directly or indirectly by an organization described in Section 501(c)(3) of the Code, or (ii) adversely affect the exemption of the Bonds and the interest thereon from the State of Michigan income taxation.

19. **Not Qualified Tax-Exempt Obligations.** The Bonds are not designated as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265 of the Code, unless, at the time the Official Notice of Sale is circulated, the Bonds have been determined to be eligible to be so designated on the basis of the City's reasonable expectations at the time of such circulation. In such event, the Official Notice of Sale shall be changed appropriately and the Bond shall there be so designated.

20. **Defeasance or Redemption of Bonds.** If at any time,

- (a) the whole amount of the principal of and interest on all outstanding Bonds shall be paid, or
- (b) (i) sufficient moneys, or Government Obligations (as defined in this Section) not callable prior to maturity, the principal of and interest on which when due and payable will provide sufficient moneys, to pay the whole amount of the principal of and premium, if any, and interest on all outstanding Bonds as and when due at maturity or upon redemption prior to maturity shall be deposited with and held by a trustee or an escrow agent for the purpose of paying the principal of and premium, if any, and interest on such Bonds as and when due, and (ii) in the case of redemption prior to maturity, all outstanding Bonds shall have been duly called for redemption (or irrevocable instructions to call such Bonds for redemption shall have been given)

then, at the time of the payment referred to in clause (a) of this Section or of the deposit referred to in clause (b) of this Section, the City shall be released from all further obligations under this resolution, and any moneys or other assets then held or pledged pursuant to this resolution for the purpose of paying the principal of and interest on the Bonds (other than the moneys deposited with

and held by a trustee or an escrow agent as provided in clause (b) of this Section) shall be released from the conditions of this resolution, paid over to the City and considered excess proceeds of the Bonds. In the event moneys or Government Obligations shall be so deposited and held, the trustee or escrow agent holding such moneys or Government Obligations shall, within 30 days after such moneys or Government Obligations shall have been so deposited, cause a notice signed by it to be given to the registered holders thereof not more than sixty (60) days nor less than forty-five (45) days prior to the redemption setting forth the date or dates, if any, designated for the redemption of the Bonds, (y) a description of the moneys or Government Obligations so held by it, and (z) that the City has been released from its obligations under this resolution. All moneys and Government Obligations so deposited and held shall be held in trust and applied only to the payment of the principal of and premium, if any, and interest on the Bonds at maturity or upon redemption prior to maturity, as the case may be, as provided in this Section.

The trustee or escrow agent referred to in this Section shall (a) be a bank or trust company permitted by law to offer and offering the required services, (b) be appointed by resolution of the City, and (c) at the time of its appointment and so long as it is serving as such, have at least \$25,000,000 of capital and unimpaired surplus. The same bank or trust company may serve as trustee or escrow agent under this Section and as Bond Registrar so long as it is otherwise eligible to serve in each such capacity.

As used in this Section, the term "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

21. **Filing with Municipal Finance Division.** If necessary, the Mayor of the City is authorized and directed to:

- (a) apply to the Municipal Finance Division of the Michigan Department of Treasury for approval of the sale of the Bonds;
- (b) file with such application all required supporting material; and
- (c) pay all fees required in connection therewith.

22. **Method of Sale:** Depending on the circumstances the City desires the flexibility to sell the Bonds at either a Competitive or Negotiated sale as shall be determined by the City's Controller:

- (a) **Competitive Sale:** If a Competitive Sale is chosen the City hereby authorizes its Bond Counsel to publish an Official Notice of Sale at least seven days prior to the date fixed for receipt of bids for the purchase of the Bonds. The Official Notice of Sale shall be

in substantially the form approved by an Order signed by the City Controller with such changes therein as are not inconsistent with this resolution and as are approved by Bond Counsel. The Bond Counsel and Financial Consultant are hereby designated to act for and on behalf of the City to receive bids for the purchase of the Bonds and to take all other steps necessary in connection with the sale, issuance, transfer and delivery thereof in accordance with the provisions of this resolution.

- (b) **Negotiated Sale:** If a Negotiated Sale is chosen the Bonds may be sold pursuant to a negotiated sale as hereinafter provided if it is determined that such negotiated sale is in the best interests of the City and is calculated to provide the maximum flexibility and cost savings in pricing the Bonds. The City Controller is hereby authorized to negotiate and enter into a bond purchase agreement with an underwriter to be selected by the City Controller to the time of the sale of the Bonds (together, the "Purchaser"), which bond purchase agreement shall set forth the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, purchase price to be paid by the Purchaser and compensation to be paid to the Purchaser, as well as such other terms and provisions as the City Controller determines to be necessary or appropriate in connection with the sale of the Bonds. The City Controller of the City is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the Bonds in accordance with the provisions of this resolution. In making the determinations in the bond purchase agreement with respect to principal maturities and dates, interest rates, purchase price of the Bonds and compensation to be paid to the Purchasers, the City Controller shall be limited as set forth in this resolution. The City's Bond Counsel and Controller are hereby designated responsibility on behalf of the City to make such filings with the Michigan Department of Treasury or other parties, to seek long-form application for prior approval and necessary waivers to enable the sale and delivery of the Bonds as contemplated herein.
- (c) **Official Statement; Ratings.** The City Controller is hereby authorized and directed to (a) approve the circulation of a preliminary official statement describing the Bonds and to deem the preliminary official statement "final" for purposes of Rule 15c2-12 of the SEC; (b) apply for ratings on the Bonds; and, (c) do all other acts and take all other necessary procedures required to effectuate the sale, issuance and delivery of the Bonds.

23. **Compliance with SEC Requirements.** This City Council, for and on behalf of the City of Warren, hereby covenants and agrees, for the benefit of the beneficial owners of the Bonds to be issued by the City of Warren, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form to be attached to the official statement or solicitation of proposals. The Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Underwriter on behalf of such beneficial owners

(provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the City's obligations hereunder and under the Undertaking), and any failure by the City to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Bonds.

The Mayor, City Clerk, City Controller and/or other officer of the City charged with the responsibility for issuing the Bonds shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the City's Undertaking.

24. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

25. **Effective Date.** This Resolution shall become effective upon its adoption and shall be recorded in the minutes of the Council as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES:

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

NO:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

The resolution was declared adopted.



### CERTIFICATION

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MACOMB     )

The undersigned, being the City Clerk of the City of Warren, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City Council at a regular meeting held on \_\_\_\_\_, 2022, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Council in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

[SEAL]

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**2023 CITY OF WARREN DOWNTOWN DEVELOPMENT BOND ISSUE – PROJECT  
DESCRIPTION**

**Location of improvements** **SEE ATTACHMENT ONE**  
**and**  
**General Description of Work:**

**Anticipated Total Bonded Project Cost**  
**(Including construction costs, contingency,**  
**financing costs and bond discount): Not to Exceed** **\$22,295,000**

**MAXIMUM AMOUNT OF BONDS TO BE**  
**ISSUED** **\$22,295,000**

**Period of Usefulness of the Project**

Not less than 25 years from date of completion.

**ATTACHMENT ONE**

**PROJECT DESCRIPTIONS**

**ATTACHMENT ONE**

**PROJECT DESCRIPTIONS**

**A) LOCATION OF IMPROVEMENTS AND GENERAL DESCRIPTION  
OF FIRE STATIONS, OTHER STRUCTURES AND EQUIPMENT TO BE ACQUIRED**

**[SEE ATTACHED]**

**B) DESCRIPTION OF EMERGENCY RESPONSE PROTOCOLS FOR  
FIRE IN DDA DISTRICT AND OTHER PARTS OF THE CITY  
WITH WRITTEN BOUNDARIES OF EACH AREA BROKEN DOWN  
BY STREETS SHOWN BELOW**

**[SEE ATTACHED]**

DESCRIPTION OF PROJECTS  
City of Warren DDA Fire Stations

**FIRE STATION NO. 1**

8231 E. Nine Mile  
Warren, Michigan

Site Work Construction, Furnishings, Appliances, Radio Network Equipment, Traffic Signals, Including Storage Garage,	10,200,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,220,000

**FIRE STATION NO. 5**

29900 Hoover Road  
Warren, Michigan

Site Work Construction Furnishings Appliances Radio Network Traffic Signals	10,100,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,120,000

TOTAL COST FOR BOTH FIRE STATIONS	22,340,000
-----------------------------------	------------

Financing Costs	<u>585,000</u>
-----------------	----------------

FULL TOTAL	22,925,000
------------	------------

November 15, 2022



John R. Axe  
Attorney at Law

WARREN FIRE DEPARTMENT

23295 Schoenherr

Warren, MI 48089

(300) 756-2800

[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: Fire Station #1 & #5 response boundaries

Station #1 response boundaries:

Starting at the intersection of 8 Mile Road and Hoover Road: West on 8 Mile Road to Mound Road, North on Mound to 11 Mile, East on 11 Mile to the Conrail rail line, South using the Conrail rail line to Wood Road, East on Wood to VanDyke, North on VanDyke to Stephens, East on Stephens to Lorraine, South on Lorraine to I-696, East on I-696 to Hoover, South on Hoover to 8 Mile.

Station #5 response boundaries:

Starting at the intersection of I-696 and VanDyke: North on Van Dyke to 14 Mile Road, East on 14 Mile Road to Hayes, South on Hayes to Martin, West on Martin to Newport, South on Newport to Frazho, West on Frazho West to Hoover, North on Hoover to Darla court, Darla court West to Lorraine, North on Lorraine to I-696, I-696 West to VanDyke.

The descriptions listed above define the 1<sup>st</sup> due response areas for the specific fire station. Depending on the size of the incident every fire station in the city of Warren can respond to an incident within our city based upon the entire response protocol for the city.

Please direct questions to my attention at Ext. 3100

Professionally,

A handwritten signature in black ink that reads "Wilburt McAdams". The signature is written in a cursive, flowing style.

Wilburt McAdams  
Fire Commissioner

**APPENDIX A**

**PROJECTED TAX INCREMENT REVENUES  
AND DEBT SERVICE COVERAGE**

[PLEASE SEE ATTACHED SCHEDULE]

City of Warren, County of Macomb  
Downtown Development Authority  
New Debt Service Coverage

Fiscal Year	Estimated Capture <sup>1,2,3</sup>	Previous Debt Service			New Debt		Estimated Capture Minus Estimated Debt Service	Estimated Debt Service to Capture Ratio
		DDA Refunding Bonds, Series	DDA Refunding Bonds, Series	DDA Refunding Bonds, Series	Estimated DDA Bonds, Series	DDA Estimated Total Debt		
		2014	2015	2021	2023	Service		
2023	\$ 11,009,650	3,342,100	1,233,550	1,547,589	-	6,123,239	4,886,411	55.6%
2024	11,075,747	3,220,025	1,429,925	1,457,559	1,736,057	7,843,566	3,232,181	70.8%
2025	11,142,504	3,099,000	1,378,100	1,358,107	1,739,315	7,574,522	3,567,982	68.0%
2026	11,209,929	2,974,100	1,316,875	1,259,267	1,735,560	7,285,802	3,924,127	65.0%
2027	11,278,028	2,835,625	1,261,325	-	1,735,500	5,832,450	5,445,578	51.7%
2028	11,346,808	1,329,650	1,206,375	-	1,738,928	4,274,953	7,071,856	37.7%
2029	11,416,276	-	1,152,025	-	1,735,628	2,887,653	8,528,624	25.3%
2030	11,486,439	-	-	-	1,739,823	1,739,823	9,746,617	15.1%
2031	11,557,303	-	-	-	1,736,993	1,736,993	9,820,311	15.0%
2032	11,628,876	-	-	-	1,737,295	1,737,295	9,891,581	14.9%
2033	11,701,165	-	-	-	1,739,973	1,739,973	9,961,193	14.9%
2034	11,774,177	-	-	-	1,740,283	1,740,283	10,033,895	14.8%
2035	11,847,919	-	-	-	1,738,180	1,738,180	10,109,739	14.7%
2036	11,922,398	-	-	-	1,738,620	1,738,620	10,183,778	14.6%
2037	11,997,622	-	-	-	1,736,345	1,736,345	10,261,277	14.5%
2038	12,073,598	-	-	-	1,736,305	1,736,305	10,337,293	14.4%
2039	12,150,334	-	-	-	1,738,233	1,738,233	10,412,102	14.3%
2040	12,227,837	-	-	-	1,736,853	1,736,853	10,490,985	14.2%
2041	12,306,115	-	-	-	1,737,105	1,737,105	10,569,010	14.1%
2042	12,385,176	-	-	-	1,738,705	1,738,705	10,646,471	14.0%
2043	12,465,028	-	-	-	1,736,360	1,736,360	10,728,668	13.9%
2044	12,545,678	-	-	-	-	-	12,545,678	0.0%
	\$ 89,413,721	\$ 16,800,500	\$ 8,978,175	\$ 5,622,522	\$ 34,752,057	\$ 31,401,197	\$ 58,012,524	

- 1 Source City of Warren Assessor, City of Warren DDA 20 Year Revenue Projection  
2 Taxable Value growth projection of 1.0% on current tax base  
3 Assumed continued State reimbursement of Personal Property Revenue at FY2022 level



APPENDIX B

UNITED STATES OF AMERICA-STATE OF MICHIGAN

CITY OF WARREN

County of Macomb, State of Michigan

DOWNTOWN DEVELOPMENT AUTHORITY BOND, SERIES 2023

<u>RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUANCE</u>	<u>CUSIP</u>
-------------	----------------------	-------------------------	--------------

\_\_\_\_\_, 1, \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the City of Warren (the "City"), County of Macomb, State of Michigan, hereby acknowledges itself indebted and promises to pay (but only from the sources referred to herein) on the Maturity Date specified above to the Registered Owner specified above or its registered assigns, the Principal Amount specified above upon presentation and surrender of this bond (this "Bond") at the designated office of \_\_\_\_\_, \_\_\_\_\_, Michigan, as paying agent and bond registrar (the "Bond Registrar"), together with the interest thereon to the Registered Owner of this Bond, as shown on the books of the City maintained by the Bond Registrar, on the applicable date of record from the Date of Issuance specified above, or such later date through which interest has been paid, at the Rate per annum specified above, commencing on \_\_\_\_\_, \_\_\_\_\_, and semi-annually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ in each year to and including the Maturity Date. The date of record for each payment of interest shall be the 15th day of the month preceding the date such payment is due. Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner at the address shown on the books of the City maintained by the Bond Registrar on the applicable date of record and shall be calculated on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

This Bond is one of a series of bonds of like date and tenor except as to denomination, date of maturity and interest rate, numbered from 1 upwards, aggregating the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), issued by the City, pursuant to and in full conformity with the Constitution and statutes of the State of Michigan and especially Act No. 57, Public Acts of Michigan, 2018, as amended ("Act 57") and Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34") to provide funds to be used to acquire and construct two new Fire Stations in the City of Warren.

The Bonds are being issued pursuant to the provisions of Act 57 and Act 34, and are being issued in anticipation of and are primarily payable from tax increment revenues ("Tax Increment

Revenues") to be collected by the Authority for payment to the City, for each year until the principal of and interest on the Bonds has been paid in full.

In addition, the limited tax pledge of the City is to be irrevocably pledged to the prompt payment of the principal of and interest on the Bonds when due. If the foregoing Tax Increment Revenues are insufficient for any reason to make the payment of the principal of and interest on the Bonds when due, then moneys sufficient to meet the deficiency shall be advanced from the General Fund of the City. However, the City's ability to raise such funds is subject to applicable constitutional, statutory and tax limitations.

The Bonds maturing prior to \_\_\_\_\_ 1, \_\_\_\_ shall not be subject to redemption prior to maturity. Bonds on or after \_\_\_\_\_ 1, \_\_\_\_ shall be subject to redemption prior to maturity at the option of the Authority, in any order, in whole or in part on any date on or after \_\_\_\_\_ 1, \_\_\_\_\_. Bonds called for redemption shall be redeemed at par, plus accrued interest to the date fixed for redemption.

With respect to partial redemptions, any portion of a bond outstanding in a denomination larger than the minimum authorized denomination may be redeemed provided such portion as well as the amount not being redeemed each constitute an authorized denomination. In the event that less than the entire principal amount of a bond is called for redemption, upon surrender of the Bond to the bond registrar, the bond registrar shall authenticate and deliver to the registered owner of the Bond a new bond in the principal amount of the principal portion not redeemed.

Notice of redemption shall be sent to the registered holder of each bond being redeemed by first class mail at least thirty (30) days prior to the date fixed for redemption, which notice shall fix the date of record with respect to the redemption if different than otherwise provided in the resolution authorizing the issuance of the bonds. Any defect in such notice shall not affect the validity of the redemption proceedings. Bonds so called for redemption shall not bear interest after the redemption date, provided funds are on hand with the bond registrar to redeem the same.

This Bond shall be transferable on the books of the City maintained by the Bond Registrar with respect to the bonds upon the surrender of this Bond to the Bond Registrar together with an assignment executed by the Registered Owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned bond, the Bond Registrar shall authenticate and deliver a new bond or bonds in authorized denominations in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

This Bond may likewise be exchanged for one or more other bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the bond or bonds being exchanged. Such exchange shall be effected by surrender of the bond to be

exchanged to the Bond Registrar with written instructions signed by the Registered Owner of the bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of a bond with proper written instructions the Bond Registrar shall authenticate and deliver a new bond or bonds to the Registered Owner of the bond or his or her properly designated transferee or transferees or attorney.

The Bond Registrar is not required to honor any transfer or exchange of bonds during the fifteen (15) days preceding an interest payment date. Any service charge made by the Bond Registrar for any such registration, transfer or exchange shall be paid for by the City, unless otherwise agreed by the City and the Bond Registrar. The Bond Registrar may, however, require payment by a bondholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

This Bond and the other bonds of this series have NOT been designated as "qualified tax-exempt obligations" for purposes of Paragraph 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit until the certificate of authentication hereon has been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all things, conditions and acts required to exist, happen and be performed precedent to and in connection with the issuance of this Bond and the other bonds of this series, existed, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of Michigan, and that the total indebtedness of the City, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Warren, County of Macomb, Michigan, has caused this Bond to be executed in its name with the facsimile signatures of its Mayor and its City Clerk, has caused a facsimile of its seal to be affixed hereto, and has caused this Bond to be authenticated by the Bond Registrar, as the City's authenticating agent, all as of the Date of Issuance set forth above.

#### CITY OF WARREN

By: Mayor

[SEAL]

By: City Clerk

DATE OF AUTHENTICATION:

**BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION**

This is Bond is one of a series of bonds designated "City of Warren Downtown Development Limited Tax Bonds, Series 2023".

\_\_\_\_\_, Michigan  
as Bond Registrar and Authenticating Agent

By:  
Authorized Representative

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ this Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer this Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

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

Notice: The signature(s) to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The transfer agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided:

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include information for all joint owners if bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF TRANSFEREE

(Insert number for first named transferee if held by joint account)

APPENDIX C

ORDER ADJUSTING MATURITIES

\$ \_\_\_\_\_  
CITY OF WARREN  
County of Macomb, State of Michigan  
DOWNTOWN DEVELOPMENT AUTHORITY  
BONDS, SERIES 2023

The undersigned, City Controller, as authorized in the Award Order for the above referenced bonds executed by the City Controller on \_\_\_\_\_ 1, \_\_\_\_\_, hereby establishes the final maturities for said bonds with interest rates thereon, as follows:

Due		
_____ 1	<u>Amount</u>	<u>Rate</u>

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_,  
City Controller

**CITY OF WARREN**

At a \_\_\_\_\_ meeting of the City Council of the City of Warren, Michigan, held on the \_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_:\_\_.m., Eastern Time, at the Warren Community Center Auditorium in Warren, Michigan there were:

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preambles and resolution were offered by \_\_\_\_\_  
and seconded by \_\_\_\_\_:

**RESOLUTION APPROVING NOTICE OF INTENT  
TO ISSUE DOWNTOWN DEVELOPMENT BONDS AND PUBLICATION OF NOTICE**

WHEREAS, the City Council (the "Council") of the City of Warren, Michigan (the "City"), has established and created a Downtown Development Authority (the "DDA") pursuant to Act No. 57, Public Acts of Michigan, 2018 ("Act 57"); and

WHEREAS, the DDA has identified in its Development and Tax Increment Financing Plan certain improvements as described in **EXHIBIT A** attached hereto (the "DDA Improvement Project"), and to issue Downtown Development Bonds, (the "Bonds") with a pledge of the City limited full faith and credit, pursuant to the terms of Act No. 57, and Act 34, Public Acts of Michigan 2001, as amended ("Act 34"); and

WHEREAS, the City intends to issue its limited tax, general obligation Bonds pursuant to Act 57, in an amount not to exceed \$22,925,000 for the purpose of financing the construction of the DDA Improvement Project; and

WHEREAS, the City may incur substantial expenditures for said DDA Improvement Project prior to issuance of the Bonds and desires to be reimbursed for all or a portion of said expenditures from bond proceeds; and

WHEREAS, it is in the public interest and for the public benefit that the City designate the City Controller as the authorized officer ("Authorized Officer") for the purposes of declaring official intent of the City with respect to expenditures; and

WHEREAS, pursuant to Act 34, it is necessary to publish a Notice of Intent to Issue Bonds for the DDA Improvement Project; and

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of notice entitled "NOTICE OF INTENT OF THE CITY OF WARREN TO ISSUE DOWNTOWN DEVELOPMENT BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intent"); and

WHEREAS, in order to comply with federal securities regulations, the City must approve the undertaking to provide continuing disclosure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WARREN, MICHIGAN, AS FOLLOWS:

1. **Approval of Plans:** The preliminary plans and estimates relating to the DDA Improvement Project and identified in **EXHIBIT A** attached hereto are hereby approved and ordered filed with the City Clerk.

2. **Pledge of City's Full Faith and Credit and Tax Increment Revenues:** The City hereby determines to acquire and construct the DDA Improvement Project with an estimated useful life of more than twenty-five (25) years, and to pay for the cost through the issuance of its limited tax, general obligation Bonds, in one or more series, and secured by the Tax Increment Revenues paid to the City by the DDA, pursuant to Act 57, in an amount of not to exceed \$22,925,000. As additional security, the Bonds shall be secured by the limited tax full faith and credit of the City, subject to applicable constitutional and statutory limitations on the taxing power of the City.

3. **Publication and Form of Notice of Intent:** It is hereby determined that the notice provides information sufficient to adequately inform the electors and taxpayers of the City of the nature of the obligations to be undertaken by the City by the issuance of the Bonds and of their right to file a petition requesting a referendum election on the issuance of the Bonds as provided in Act 34, public Acts of Michigan 2001, as amended.

4. **Form of Notice of Intent:** The form and content of the Notice of Intent as set forth in Appendix I, is hereby approved, and the City Clerk is authorized and directed to cause the Notice of Intent to be published once in the *Warren Weekly*, a newspaper of general circulation within the City which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the City. The notice shall be inserted in an advertisement at least one-third (1/3) of a page in size in said newspaper.

5. **Referendum Period:** The referendum period within which voters and taxpayers shall have the right to circulate petitions is 45 days after publication of the notice of intention authorized in paragraph 3.

6. **Official Intent:** The City Controller is hereby designated as the City's Authorized Officer and is authorized to declare official intent of the City with respect to reimbursement. This resolution and the expression of intent to seek reimbursement from future bond proceeds is intended to satisfy the requirements of Section 150 of the Internal Revenue Code of 1986, as amended



7. **Individual Declarations of Intent:** Each declaration of official intent shall be substantially in the form set forth in APPENDIX II attached hereto and by this reference incorporated herein, and said form may be modified from time to time on the advice of Bond Counsel to the City and as necessary to conform to requirements of the reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.

8. **Filing Official Intent:** The City Controller is hereby directed to file each declaration of official intent in the office of the Clerk of the City of Warren, which location constitutes the customary location of the records of the City which are available to the general public.

9. **Declarations of Intent Available:** The City Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the City on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Bonds.

10. **Retention of Bond Counsel.** The firm of Clark Hill PLC, attorneys of Detroit, Michigan, is hereby retained to act as bond counsel for the City in connection with the issuance, sale and delivery of the Bonds.

11. **Retention of Financial Consultants.** MFCL, LLC, Milford, Michigan, is hereby retained to act as financial consultant and advisor to the City in connection with the issuance, sale and delivery of the Bonds.

12. **Conflicting Resolutions.** All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

13. **Effective Date.** This Resolution shall become effective immediately upon its adoption and shall be recorded in the minutes of the City as soon as practicable after adoption.

A roll call vote on the foregoing resolution was then taken, and was as follows:

YES: \_\_\_\_\_

\_\_\_\_\_

NO: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

The resolution was declared adopted.

**CITY CLERK'S CERTIFICATE**

The undersigned, being the Clerk of the City of Warren, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the City at a regular meeting held on \_\_\_\_\_, 2022, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the City Council in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended); and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
**SONJA DJUROVIC BUFFA, CITY CLERK**

**EXHIBIT A**

**2023 CITY OF WARREN DOWNTOWN DEVELOPMENT BOND ISSUE – PROJECT  
DESCRIPTION**

**Location of improvements** **SEE ATTACHMENT ONE**  
**and**  
**General Description of Work:**

**Anticipated Total Bonded Project Cost**  
**(Including construction costs, contingency,**  
**financing costs and bond discount): Not to Exceed** **\$22,925,000**

**MAXIMUM AMOUNT OF BONDS TO BE**  
**ISSUED** **\$22,925,000**

**Period of Usefulness of the Project**

Not less than 25 years from date of completion.

**ATTACHMENT ONE**

**PROJECT DESCRIPTIONS**

**A) LOCATION OF IMPROVEMENTS AND GENERAL DESCRIPTION  
OF FIRE STATIONS, OTHER STRUCTURES AND EQUIPMENT TO BE ACQUIRED**

**[SEE ATTACHED]**

**B) DESCRIPTION OF EMERGENCY RESPONSE PROTOCOLS FOR  
FIRE IN DDA DISTRICT AND OTHER PARTS OF THE CITY  
WITH WRITTEN BOUNDARIES OF EACH AREA BROKEN DOWN  
BY STREETS SHOWN BELOW**

**[SEE ATTACHED]**

DESCRIPTION OF PROJECTS  
City of Warren DDA Fire Stations

**FIRE STATION NO. 1**

8231 E. Nine Mile  
Warren, Michigan

Site Work Construction, Furnishings, Appliances, Radio Network Equipment, Traffic Signals, Including Storage Garage,	10,200,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,220,000

**FIRE STATION NO. 5**

29900 Hoover Road  
Warren, Michigan

Site Work Construction Furnishings Appliances Radio Network Traffic Signals	10,100,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,120,000
<b>TOTAL COST FOR BOTH FIRE STATIONS</b>	<b>22,340,000</b>
<b>Financing Costs</b>	<b><u>585,000</u></b>
<b>FULL TOTAL</b>	<b>22,925,000</b>

November 15, 2022



John R. Axe  
Attorney at Law

WARREN FIRE DEPARTMENT  
23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: Fire Station #1 & #5 response boundaries

Station #1 response boundaries:

Beginning at 8 Mile Road from Hoover Road going South to Mound Road, North on Mound to 11 Mile, East on 11 Mile to the Conrail rail line, South using the Conrail rail line to Wood Road, East on Wood to VanDyke, North on VanDyke to Stephens, East on Stephens to Lorraine, South on Lorraine to I-696, East on I-696 to Hoover, South on Hoover to 8 Mile.

Station #5 response boundaries:

Starting at I-696 North to VanDyke North to 14 Mile Road, East on 14 Mile Road to Hayes, South on Hayes to Martin, West on Martin to Newport, South on Newport to Frazho, West on Frazho West to Hoover, North on Hoover to Darla, Darla West to Lorraine, North on Lorraine to I-696. I-696 to VanDyke.

The descriptions listed above define the 1<sup>st</sup> due response areas for the specific fire station. Depending on the size of the incident every fire station in the city of Warren can respond to an incident within our city based upon the entire response protocol for the city.

Please direct questions to my attention at Ext. 3100

Professionally,

A handwritten signature in black ink that reads "Wilburt McAdams". The signature is written in a cursive, flowing style.

Wilburt McAdams  
Fire Commissioner

## APPENDIX I

### NOTICE OF INTENT OF THE CITY OF WARREN TO ISSUE NOT TO EXCEED \$22,925,000 IN DOWNTOWN DEVELOPMENT BONDS AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON TO THE ELECTORS OF THE CITY OF WARREN

TO ALL ELECTORS AND TAXPAYERS OF  
THE CITY OF WARREN:

PLEASE TAKE NOTICE that the City Council of the City of Warren, Michigan (the "City"), will authorize the issuance of not to exceed \$22,925,000 in Downtown Development Authority Bonds for the purposes of defraying the cost to design, purchase, acquire and construct certain downtown improvements described in Exhibit A attached hereto (the "DDA Improvement Project"). The Bond Resolution provides further that the City will finance all or a portion of the total cost of the DDA Improvement Project by the issuance of one or more series of Downtown Development Authority bonds (the "Bonds") pursuant to the provisions of Act No. 57, Public Acts of Michigan, 2018, ("Act 57") and Act No. 34, Public Acts of Michigan of 2001, as amended ("Act 34"). The maximum amount of the Bonds to be issued in one or more series shall not exceed \$22,925,000, the term of each series of the Bonds shall not exceed 25 years and the Bonds shall bear interest at a rate or rates that will result in a net interest cost of not more than 6% per annum. The maximum DDA Improvement Project cost is estimated not to exceed \$22,925,000.

### SOURCE OF PAYMENT LIMITED FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY OF WARREN WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that the Principal and Interest on the Bonds will be payable primarily from tax increment revenues from increases in property values with the development area of the City's Downtown Development Authority. As additional security, the Bonds shall be secured by the limited tax full faith and credit of the City, subject to applicable constitutional and statutory limitations on the taxing power of the City. Pursuant to such pledge of its full faith and credit, the City will be obligated to levy such ad valorem taxes upon all taxable property in the City as shall be necessary to make bond payments, subject to applicable statutory and constitutional limitations on the taxing power of the City. In addition to its obligation to make payments on the Bonds, the City will agree in the Bond Resolution to pay all costs and expenses of operation and maintenance of the DDA Improvement Project and all expenses of the City incidental to the issuance and payment of the Bonds, to the extent such expenses are not payable from the proceeds of the Bonds.

### RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the City to inform them of the right to petition for a referendum on the question of issuing the Bonds. The City intends to

issue the Bonds without a vote of the electors thereon. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Bonds, signed by not less than 10% or 15,000 of the registered electors of the City, whichever is less, has been filed with the City Clerk, the Bonds shall not be issued unless and until approved by a majority of the electors of the City voting thereon at a general or special election.

This notice is given by order of the City Council pursuant to Act 34. Further information may be obtained at the office of the City of Warren City Clerk, One City Square, Warren, MI, 48093.

---

**SONJA DJUROVIC BUFFA, CITY CLERK  
CITY OF WARREN**



**EXHIBIT A**

**2023 CITY OF WARREN DOWNTOWN DEVELOPMENT BOND ISSUE – PROJECT  
DESCRIPTION**

**Location of improvements** **SEE ATTACHMENT ONE**  
**and**  
**General Description of Work:**

**Anticipated Total Bonded Project Cost**  
**(Including construction costs, contingency,**  
**financing costs and bond discount): Not to Exceed** **\$22,925,000**

**MAXIMUM AMOUNT OF BONDS TO BE**  
**ISSUED** **\$22,295,000**

**Period of Usefulness of the Project**

Not less than 25 years from date of completion.

**ATTACHMENT ONE**

**PROJECT DESCRIPTIONS**

**A) LOCATION OF IMPROVEMENTS AND GENERAL DESCRIPTION  
OF FIRE STATIONS, OTHER STRUCTURES AND EQUIPMENT TO BE ACQUIRED**

**[SEE ATTACHED]**

**B) DESCRIPTION OF EMERGENCY RESPONSE PROTOCOLS FOR  
FIRE IN DDA DISTRICT AND OTHER PARTS OF THE CITY  
WITH WRITTEN BOUNDARIES OF EACH AREA BROKEN DOWN  
BY STREETS SHOWN BELOW**

**[SEE ATTACHED]**

DESCRIPTION OF PROJECTS  
City of Warren DDA Fire Stations

**FIRE STATION NO. 1**

8231 E. Nine Mile  
Warren, Michigan

Site Work Construction, Furnishings, Appliances, Radio Network Equipment, Traffic Signals, Including Storage Garage,	10,200,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,220,000

**FIRE STATION NO. 5**

29900 Hoover Road  
Warren, Michigan

Site Work Construction Furnishings Appliances Radio Network Traffic Signals	10,100,000
10% Contingency	<u>1,020,000</u>
Total Costs	11,120,000

**TOTAL COST FOR BOTH FIRE STATIONS** 22,340,000

**Financing Costs** 585,000

**FULL TOTAL** 22,925,000

November 15, 2022



John R. Axe  
Attorney at Law

WARREN FIRE DEPARTMENT

23295 Schoenherr

Warren, MI 48089

(580) 756-2800

[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: Fire Station #1 & #5 response boundaries

Station #1 response boundaries:

Starting at the intersection of 8 Mile Road and Hoover Road: West on 8 Mile Road to Mound Road, North on Mound to 11 Mile, East on 11 Mile to the Conrail rail line, South using the Conrail rail line to Wood Road, East on Wood to VanDyke, North on VanDyke to Stephens, East on Stephens to Lorraine, South on Lorraine to I-696, East on I-696 to Hoover, South on Hoover to 8 Mile.

Station #5 response boundaries:

Starting at the intersection of I-696 and VanDyke: North on Van Dyke to 14 Mile Road, East on 14 Mile Road to Hayes, South on Hayes to Martin, West on Martin to Newport, South on Newport to Frazho, West on Frazho West to Hoover, North on Hoover to Darla court, Darla court West to Lorraine, North on Lorraine to I-696, I-696 West to VanDyke.

The descriptions listed above define the 1<sup>st</sup> due response areas for the specific fire station. Depending on the size of the incident every fire station in the city of Warren can respond to an incident within our city based upon the entire response protocol for the city.

Please direct questions to my attention at Ext. 3100

Professionally,

A handwritten signature in black ink that reads "Wilburt McAdams". The signature is written in a cursive, flowing style.

Wilburt McAdams  
Fire Commissioner

**APPENDIX II  
FORM OF DECLARATION  
OF OFFICIAL INTENT**

I, the undersigned \_\_\_\_\_ of the City of Warren, Michigan, do hereby certify as follows:

1. I am an officer of the City authorized to declare official intent of the City to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

Amount

General Purpose

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose: \_\_\_\_\_;

(B) the following size, quantity or cost: \_\_\_\_\_;  
and

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The City intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows:  
\_\_\_\_\_.

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows: \_\_\_\_\_.

8. This declaration of intent is consistent with the budgetary and financial circumstances of the City as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved, or (C) otherwise available pursuant to the City's budget, to pay the Expenditure.

9. The City does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after \_\_\_\_\_, for which the City has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the City fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the City to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the DDA Improvement Project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid, or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the City maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the City or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (C) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the City to any person or entity other than the City.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the City, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the City, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the City which were not reasonably expected by the City, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Integra Realty Resources  
Detroit

400 West Maple Road  
Suite 100  
Birmingham, MI 48009

T 248.540.0040  
F 248.540.8288  
www.irr.com



November 30, 2022

Tom Bommarito  
City of Warren  
One City Square, Suite 320  
Warren, MI 48093  
Ph: (586) 574-4519

***Via Email:*** [tbommarito@cityofwarren.org](mailto:tbommarito@cityofwarren.org)

**SUBJECT:** Proposal/Authorization for Valuation and Consulting Services  
Commercial Building  
6020 Chicago Road  
Warren, Macomb, MI 48092

Dear Mr. Bommarito:

Integra Realty Resources – Detroit (“Integra – Detroit”), appreciates the opportunity to provide this proposal for valuation and counseling services to City of Warren (the “Client”) for the above-captioned Property.

It is our mutual understanding that the purpose of this appraisal is to provide an opinion of the market value of the fee simple estate in the Subject Property and that the intended use of the report is for possible acquisition purposes.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.



Tom Bommarito  
City of Warren  
November 30, 2022  
Page 2 of 13

The appraisal will be in conformance with and subject to, the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

The appraisal will consider all applicable approaches to value as determined during the course of our research, analysis and reporting.

Our fee for this assignment will be \$2,750. The retainer for this assignment will be waived. The report will be completed and delivered to you within 25 days from our receipt of this fully executed engagement letter and the information requested in **ATTACHMENT II**.

Additional fees will be charged on an hourly basis for any work which exceeds the scope of this proposal, including performing additional valuation scenarios, and/or additional research.

The terms of **ATTACHMENT I** which apply to this engagement are hereby incorporated by reference.

In order to complete this assignment in the designated time, we will require as much of the available information as possible, as identified in **ATTACHMENT II**, within five business days after the execution of this engagement letter. Further, the inspection of the property has to occur within a reasonable period of time. Any delays in the receipt of this information or in the access to the Property will automatically extend the final delivery date of the reports as proposed. Furthermore, the appraisal reports and conclusions therein will be predicated upon the accuracy and completeness of the information provided by the Client and set forth in Attachment II. In the absence of some of this information, the appraisers will attempt to obtain this information from other sources and/or may require the use of Extraordinary Limiting Conditions and Assumptions within the appraisal reports.

The appraisal report will be limited by our standard Assumptions and Limiting Conditions and any Extraordinary Assumptions and Limiting Conditions, which become apparent or necessary during the course of the assignment. A copy of the standard Assumptions and Limiting Conditions is set forth in **ATTACHMENT III**.

The purpose of the appraisal report is to estimate the market value of the Subject Property on behalf of the Client as the intended user of the appraisal report. The intended use of the appraisal report is to assist the Client in evaluating the Subject Property for possible acquisition purposes. Without first obtaining our prior written consent, the use of the appraisal report by anyone other than the Client is prohibited. Accordingly, the appraisal report will be addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal reports (even if their reliance was foreseeable).

In the event the Client provides a copy of this appraisal to, or permits reliance thereon by, any person or entity not authorized by Integra – Detroit, the Client agrees to indemnify and hold harmless Integra – Detroit, its affiliates and its shareholders, directors, officers and employees, from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the review appraisal by any such unauthorized person or entity.

If the appraisal is referred to or included in any offering material or prospectus, the appraisal shall be deemed referred to or included for informational purposes only and Integra – Detroit, its employees and the appraisers have no liability to such recipients. Integra – Detroit disclaims any and all liability to any party other than the Client which retained Integra – Detroit to prepare the appraisal.

If this proposal is acceptable, please authorize us to proceed by executing this letter agreement where noted below, initial all attachments where indicated in the lower right-hand corner, and returning one copy to the undersigned. Thank you for considering us for this assignment and we look forward to working with you. Please call if you wish to discuss this proposal or the assignment any further.

Tom Bommarito  
City of Warren  
November 30, 2022  
Page 4 of 13

Sincerely,

INTEGRA REALTY RESOURCES – DETROIT

A handwritten signature in dark ink, appearing to read 'Anthony Sanna', written in a cursive style.

Anthony Sanna, MAI, CRE  
Executive Director

AGREED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BY: CITY OF WARREN

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT)

**ATTACHMENT I**

**ADDITIONAL TERMS**

This assignment is subject to the following terms:

1. Completion Date Estimate: Integra – Detroit agrees to use reasonable commercial efforts to complete this report as per the attached letter agreement. Said completion date is an estimate and does not take into consideration pre-trial or court time as well as delays beyond the control of Integra – Detroit such as illness, lack of specific necessary data and/or Acts of God.
2. Database/Marketing: Both parties acknowledge that real estate appraisal requires current and historical market data to competently analyze the Subject Property. Accordingly, the Client agrees that: (i) the data collected by Integra – Detroit in this assignment will remain the property of Integra – Detroit; and (ii) with respect to any data provided by the Client, Integra – Detroit and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in their marketing materials, the Integra database and derivative products, including the identity of the Client and the Subject Property. The Client agrees that all data already in the public domain may be utilized on an unrestricted basis.
3. Litigation: In the event Integra – Detroit is called upon to provide testimony or receives a subpoena concerning any suit or proceeding or otherwise become involved in any litigation relating to this engagement or assignment, in which Integra – Detroit is not a party, Integra – Detroit will make every reasonable effort to assist the Client and give such testimony. The Client agrees to compensate Integra – Detroit at its then current rates, on an hourly basis, plus reimbursement for all expenses incurred as a result of said litigation. In addition to the foregoing, the following terms are applicable:
  - (a) Review and trial preparation (if applicable) in-office, will be billed at standard hourly rates; outside office rates may apply to conferences, depositions and testimony. Our current in-office rates are as follows:

Managing Directors	\$350 per hour
Directors or Principals	\$175–\$250 per hour
<i>(Other MAIs, CPAs, CFAs, and Real Estate Brokers)</i>	
Senior Analyst	\$150–\$250 per hour
Analyst	\$100–\$175 per hour
  - (b) All reports for which testimony is required must be disclosed prior to report authorization.
  - (c) All fees for reports, conferences and depositions must be paid prior to hearings and trial.
  - (d) Scheduling of casework and appearances will be made with due consideration for the time of all persons involved. Every effort to comply with reasonable requests for appearances will be made. Once an appointment, deposition or appearance is scheduled,

that time is set aside. Therefore, if the appearance is canceled, or the reserved time is abandoned for whatever reason, the following cancellation charges will apply:

1. More than one week	No Charge
2. 48 Hours prior	\$250.00
3. Less than 48 Hours prior	\$600.00
4. A Stand-by Charge of	\$250.00 per day

(e) Due to the difficulty associated with accurately forecasting the number of hours which may be required with the research, hearing and/or trial preparation, deposition time, client/expert conferences, etc., we will maintain contemporaneous time and expense records and will provide you invoices on a 30 day billing cycle. The Client agrees to pay Integra – Detroit at the time the invoice is submitted and acknowledges payment to Integra – Detroit is not contingent upon any set outcome, result or award to the Client.

4. Limitations of Liability: It is expressly agreed that in any action which may be brought against Integra – Detroit, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal reports unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

In the event the Client provides our work or permits reliance thereon by, any person or entity not authorized by Integra – Detroit in writing to use or rely thereon, Client hereby agrees to indemnify and hold Integra – Detroit, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon our work by any such unauthorized person or entity.

You acknowledge that any opinions and conclusions expressed by professionals employed by Integra – Detroit during this assignment are representations made as them as employees and not as individuals. Our responsibility is limited to you as Client, and use of our product by third parties shall be solely at the risk of you and/or third parties.

5. Late Fees; Etc.: Unless arrangements are made otherwise, a late charge of 15% per annum, commencing thirty (30) days after the receipt of invoice will be charged on any balance not paid; however, in no event shall this delinquency rate of interest exceed the maximum rate permitted by law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this engagement. Upon

default, we shall be permitted to file a lien against the Subject Property for any amounts owed pursuant to this engagement.

6. Cancellation: In the event the assignment is canceled prior to completion, an invoice will be prepared reflecting the percentage of work completed as of that date plus \$350 for file setup and soft costs. Any credits to the Client will be promptly refunded or any remaining balances to Integra – Detroit will be indicated on the invoice.
7. Responding to Review: We agree to respond to your review of our reports within five (5) business days of your communication to us. Correspondingly, you will have twenty-one (21) days from receipt of our reports to communicate your review. We reserve the right to bill you for responding to your review beyond this time period.
8. Special Experts: Any out-of-pocket expenses incurred during this assignment will be billed at cost and included on the invoice. Should the Client request the assistance of Integra – Detroit in hiring a special expert to contribute to this assignment (including but not limited to, a surveyor, environmental consultant, land planner, architect, engineer, business, personal property, machinery and equipment appraiser, among others), the Client agrees to perform their own due diligence to qualify said special expert. The Client agrees and acknowledges it is solely responsible in paying for the services of said special expert. Furthermore, the Client acknowledges that Integra – Detroit is not responsible for the actions and findings of the special expert and agrees to hold Integra – Detroit harmless from any and all damages that may arise out of the Client's reliance on the special expert.
9. Duration of Quote: This proposal and fees quoted are valid for a period of fourteen (14) calendar days from the date hereof. If not retained by the Client, the fact that we made the foregoing proposal of professional services will not preclude us from performing professional services for another client on the Property.
10. Marketpoint/Template: The Client acknowledges that IRR-Marketpoint, our appraisal templates and DataPoint software is proprietary and confidential. Accordingly, the Client agrees not to use such software or make such software available for the use of any third party.
11. Arbitration: The parties agree that any dispute relating to this letter agreement or the appraisal reports shall be submitted to, and resolved exclusively pursuant to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Such arbitration shall take place in Oakland County and shall be subject to the substantive laws of the state of Michigan. Decisions pursuant to such arbitration shall be final, conclusive and binding on the parties. Upon the conclusion of the arbitration, the parties may apply to any appropriate court to enforce the decision of such arbitration.

Tom Bommarito  
City of Warren  
November 30, 2022  
Page 8 of 13

**ATTACHMENT II**

**REQUEST FOR PROPERTY INFORMATION**

3 Years of Financials  
Trailing 12 Financials and/or YTD Financials  
Detailed Rent Roll  
Mortgage Survey  
Cap-ex (past several years – major items)

---

Initials

### **ATTACHMENT III**

#### **ASSUMPTIONS & LIMITING CONDITIONS**

The appraisals are based on the following assumptions, except as otherwise noted in the reports.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The Property are under responsible ownership and competent management and are available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the Property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the Property more or less valuable. Furthermore, there is no asbestos in the Property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The Property are in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

These appraisals are subject to the following limiting conditions, except as otherwise noted in the reports.

1. An appraisal is inherently subjective and represents our opinion as to the value of the Property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the Property without compensation relative to such additional employment.



6. We have made no survey of the Property and assume no responsibility in connection with such matters. Any sketch or survey of the Property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the Property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the Property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations, such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the Property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal reports shall be considered only in its entirety. No part of the appraisal reports shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this reports (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the reports.
11. Information, estimates and opinions contained in the reports, obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal reports are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the Property are subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised Property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the reports necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The *Americans with Disabilities Act (ADA)* became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements meet the *ADA* accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to *ADA*. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal reports are prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the reports without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the Subject Property or in the improvements, and our valuation is predicated upon the assumption that the Subject Property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the Subject Property and the person signing the reports shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal reports cannot be considered as an environmental assessment of the Subject Property.
21. The person signing the reports may have reviewed available flood maps and may have noted in the appraisal reports whether the Subject Property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of

the Property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra is not a building or environmental inspector. Integra does not guarantee that the Subject Property is free of defects or environmental problems. Mold may be present in the Subject Property and a professional inspection is recommended.
23. The appraisal reports and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against Integra – Detroit, Integra Realty Resources, Inc., or their respective officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for an incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal reports unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.
25. Integra – Detroit, an independently owned and operated company shall prepare the appraisal for the specific purpose so stated elsewhere in this proposal. The intended use of the appraisal is stated in the General Information section of the reports. The use of the appraisal reports by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal reports will be addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal reports (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal reports (even if their reliance was foreseeable).
26. The conclusions of these reports are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public record, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume

competent and effective management and marketing for the duration of the projected holding period of these Property.

27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

11/30/22

Mayor Fouts  
RE: International Economic Development Conference  
January 28-31, 2023- Tucson AZ

Mayor Fouts,  
I would like to attend the IEDC Annual Conference in Tucson, January 28-31, 2023.

This year's speakers and sessions will help explore industry trends and the partnerships and strategies needed to grow, diversify, and retain companies in established and emerging industries:

The Intersection of Innovation and Economic Development  
Enhancing Brands for Investment, Capital, and Talent,  
Diversifying and Growing Your Local Economy for Resiliency,  
Active engagement in community inclusion, Electrification of Automobile Industry  
and Economic Development Ethics, among others...

Estimated Expenses: \$3,118. This funding is available in our Downtown Development Budget, and I will file a report of activities upon return...

Conference Registration Fee:	\$1,025.
Hotel Accommodation:	\$580.
Airfare & Auto:	\$1,200.
Per Diem 5 days	\$288

Sincerely

Thomas Bommarito  
Community Economic Development



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**16248**

INVOICE DATE	PURCHASE ORDER #	CUSTOMER #	TERMS
10/31/2022	161081	2738	NET 30
PROJECT #	PROJECT TITLE		SALES PERSON
44437	South Van Dyke Video Surveillance		VANWELJ

SOLD TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

SHIP TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

DESCRIPTION	Price
Labor	\$1,755.94
Equipment	\$4,544.06

**COMMENTS**

Progress Billing through October

THIS INVOICE:	\$6,300.00
SALES TAX (EXEMPT):	\$0.00
INVOICE TOTAL:	\$6,300.00

You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**14412**

INVOICE DATE	P.O. NUMBER	CUSTOMER NO.	TERMS
7/11/2022	161081	2738	NET 30
PROJECT NO.	PROJECT TITLE	SALES PERSON	
44437	South Van Dyke Video Surveillance	VANWELJ	

SOLD TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

SHIP TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

DESCRIPTION	Price
Labor	\$6,447.76
Equipment	\$16,672.93

**COMMENTS**

30% Start Up / Mobilization

THIS INVOICE:	\$23,120.69
SALES TAX:	\$0.00
INVOICE TOTAL:	\$23,120.69

You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)

D/A Central Inc.  
13155 Cloverdale  
Oak Park, MI 48237

**Thank you for your business!**

AR@dacentral.com  
248-399-0600



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**14680**

INVOICE DATE	PURCHASE ORDER #	CUSTOMER #	TERMS
7/28/2022	161081	2738	NET 30
PROJECT #	PROJECT TITLE		SALES PERSON
44437	South Van Dyke Video Surveillance		VANWELJ

SOLD TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

SHIP TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

DESCRIPTION	Price
Labor	\$3,223.88
Equipment	\$8,336.48

COMMENTS  
July Progress Billing/Equipment Staged

THIS INVOICE:	\$11,560.36
SALES TAX:	\$0.00
INVOICE TOTAL:	\$11,560.36

You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)

D/A Central Inc.  
13155 Cloverdale  
Oak Park, MI 48237

**Thank you for your business!**

AR@dacentral.com  
248-399-0600





UNIVERSAL  
Contracting Services

5671 Trumbull Ste 3  
Detroit, MI. 48208

# Estimate

Date	Estimate #
9/16/2022	646

Name / Address
City of Warren 1 City Square Warren, MI 48093

LOCATION
City of Warren Ca...

Billing	Item	Description	Qty	Rate	Total
22-106	6000189A	LINEMAN FOREMAN A DAY ST - Aaron Zepp	30	136.76	4,102.80
	6000099A	LINE CREW GROUNDMAN DAYST - Josh Bloss	30	76.62	2,298.60
	7500432	E59-TRUCK, BUCKET 45FT WORKING HEIGHT 10-214	30	42.90	1,287.00
		JOB PREFLIGHT			
	7504622	SLM139-PROJ COORS UNIT PER HR - Josh Likins	30	131.90	3,957.00
	7504622	SLM139-PROJ COORS UNIT PER HR - Lou LaParl	30	131.90	3,957.00
Total					\$15,602.40

PERIOD ENDING 11/30/2022

CITY OF WARREN  
 DOWNTOWN DEVELOPMENT AUTHORITY

GL NUMBER	DESCRIPTION	YTD BALANCE		ENCUMBERED YEAR-TO-DATE	AVAILABLE BALANCE
		2022-23 AMENDED BUDGET	11/30/2022 MAL (ABNORMAL)		
Fund 494 - DDA ADMINISTRATION FUND					
Revenues					
494-0080-40309	PROPERTY TAXES: DDA	7,100,000.00	2,958,335.00	0.00	4,141,665.00
494-0080-57300	LOCAL COMM STABILIZ SHARE	4,200,000.00	0.00	0.00	4,200,000.00
494-0080-66500	INTEREST ON INVESTMENTS	15,000.00	115,516.53	0.00	(100,516.53)
494-0080-67900	MISCELLANEOUS REVENUE	50,000.00	0.00	0.00	50,000.00
494-0080-69901	FUND BALANCE APPROPRIATED	10,904,716.00	0.00	0.00	10,904,716.00
TOTAL REVENUES		22,269,716.00	3,073,851.53	0.00	19,195,864.47
Expenditures					
494-9494-70300	APPOINTED OFFICIAL	175,883.00	66,413.00	0.00	109,470.00
494-9494-70703	CLERICAL CO-OP	25,000.00	8,334.80	0.00	16,665.20
494-9494-70705	TEMPORARY - INSPECTION	68,000.00	9,486.00	0.00	58,514.00
494-9494-70909	OVERTIME - INSPECTORS	0.00	178.50	0.00	(178.50)
494-9494-71303	CLEAN/CLOTHING ALLOWANCE	600.00	300.00	0.00	300.00
494-9494-71500	SOCIAL SECURITY	21,266.00	6,761.47	0.00	14,504.53
494-9494-71900	EMPLOYEE INSURANCES	85,264.00	10,661.21	0.00	74,602.79
494-9494-71904	RETIREE HEALTH INSURANCE	22,837.00	9,515.00	0.00	13,322.00
494-9494-71905	H.S.A. EXPENSE	3,700.00	1,435.90	0.00	2,264.10
494-9494-71906	SUPPL LIFE INSURANCE EXP	100.00	0.00	0.00	100.00
494-9494-72100	LONGEVITY	3,504.00	2,165.16	0.00	1,338.84
494-9494-72101	BONUS/SICK REDEMPTION	4,997.00	2,914.80	0.00	2,082.20
494-9494-72201	DEFINED CONTRIBUTION EXP	18,498.00	7,179.29	0.00	11,318.71
494-9494-72700	OFFICE SUPPLIES	3,000.00	0.00	0.00	3,000.00
494-9494-80100	CONTRACTUAL SERVICES	385,000.00	61,627.77	276,515.39	46,856.84
494-9494-80200	POSTAGE	150.00	11.47	0.00	138.53
494-9494-85300	TELEPHONE & RADIO	700.00	152.26	0.00	547.74
494-9494-86100	MILEAGE	800.00	624.08	0.00	175.92
494-9494-86400	CONFERENCES & WORKSHOPS	7,800.00	0.00	0.00	7,800.00
494-9494-92000	PUBLIC UTILITIES	3,000.00	0.00	0.00	3,000.00
494-9494-95000	ADMINISTRATIVE COSTS	419,200.00	174,665.00	0.00	244,535.00
494-9494-95800	MEMBERSHIPS & DUES	12,000.00	7,000.00	0.00	5,000.00
494-9494-96123	CITY FLOWER PLANTINGS	30,000.00	0.00	0.00	30,000.00
494-9494-96391	TRANS TO 2013 (2002) DDA DEBT #391	1,548,089.00	1,534,370.00	0.00	13,719.00
494-9494-96393	TRANS TO 2014 (2003&2004) DDA DEBT #3	3,342,600.00	3,153,450.00	0.00	189,150.00
494-9494-96394	TRANS TO 2015 (2005 DDA) DEBT #394	1,234,050.00	1,127,325.00	0.00	106,725.00
494-9494-97400	CAPITAL IMPROVEMENTS	13,080,000.00	508,800.12	450,581.18	12,120,618.70
494-9494-98400	EQUIPMENT	1,773,678.00	372,608.37	1,573,000.20	(171,930.57)
TOTAL EXPENDITURES		22,269,716.00	7,065,979.20	2,300,096.77	12,903,640.03
Fund 494 - DDA ADMINISTRATION FUND:					
TOTAL REVENUES		22,269,716.00	3,073,851.53	0.00	19,195,864.47
TOTAL EXPENDITURES		22,269,716.00	7,065,979.20	2,300,096.77	12,903,640.03
NET OF REVENUES & EXPENDITURES		0.00	(3,992,127.67)	(2,300,096.77)	6,292,224.44
BEG. FUND BALANCE		20,880,425.60	20,880,425.60		
NET OF REVENUES/EXPENDITURES - 2021-22			1,361,242.79		1,361,242.79
END FUND BALANCE		20,880,425.60	18,249,540.72		

**WARREN DDA**

**DDA List of Bills 12/7/2022**

Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
ISCG	004279	12/1/2022	494-9494-98400	14,616.00	79954	2322387	Chairs
Presidio	004951	6/28/2022	494-9494-98400	823.75	6023422002802	2219535	
AEW	009698	10/19/2022 & 11/3/2022	494-9494-97400	2,750.00	0140373 & 0140629	-	Habitat for Humanity Renovation & Live/Work
Landscape Services	013336	10/28/2022	494-9494-80100	50,000.00	213297	2322468	Landscape Maintenance
D/A Central	014619	10/30/2022, 7/11/2022, & 7/28/2022	494-9494-97400	40,981.05	16248, 14412, & 14680	Pending Approval of Item 7(I) - PO: 2322777	South Van Dyke Video Surveillance - TIFA PO 161081
WOW! Business	015829	11/2/2022	494-9494-80100	590.32	N/A	2322133	City of Warren Dog Park
Liquid Web	017332	11/1/2022	494-9494-80100	6,432.00	6622492	2322774	Computer Services
Beckett & Raeder	017359	6/1/2022, 7/2/2022, & 9/1/2022	494-9494-80100	17,362.80	Ending in: 556, 573, & 756	2219541	Warren Historic District Plan & Van Dyke Corridor
Macqueen Equipment	018916	11/9/2022	494-9494-98400	2,846.00	P08140	2322469	Fire Engine Equipment
Flatlanders Sculpture Supply	018955	11/23/2022	494-9494-80100	9,400.00	14607	2322556	Relocated Sculpture
Universal Contracting Services	018996	9/7/2022	494-9494-97400	15,602.40	18145	Pending Approval of Item 7(J) - PO: 2322776	Surveillance Camera Work
<b>TOTAL:</b>				<b>161,404.32</b>			

004279



INVOICE: 79954

PROPOSAL: 120275

PROJECT #: 9-35

DATE: 12/01/2022

BILL TO: DDA

INSTALL AT:

CLIENT 10416  
 WARREN CITY HALL  
 ONE CITY SQUARE STE 215  
 WARREN MI 48093-6726

CITY OF WARREN  
 WATER ACCOUNTING  
 ONE CITY SQUARE STE 420  
 WARREN MI 48093

YOUR P/O:

2322387

TERMS

NET 30

SALESPERSON:

STEPHANIE CHYZ

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
STATE OF MI MIDEAL					
#071B7700074					
2	77	SJT-20-101X 5A	Soji Task, Fab St /Mesh Bk, Fxd Arm, NoLum, Bk Lock, Fxd Seat, Plst Base, Hrd Cstr, Assembled NOVELTY (3L) GRD A TUNES GRD A STONE GRD A BLACK GRD A BLACK GRD A Tag 2: 120275/CITY OF WARREN	361.64	27,846.28
3	1	LABOR	RECEIVE, DELIVER, & INSTALL DURING REGULAR BUSINESS HOURS Tag 1: P4226	1,386.00	1,386.00

SUBTOTAL..... 29,232.28

FINAL TOTAL.: 29,232.28  
 LESS DEPOSIT APPLIED.: -14,616.00

PAY THIS AMOUNT..... 14,616.28

PAGE 1 OF 1

494-9494-93400

# PRESIDIO

Presidio Networked Solutions Group, LLC  
EIN: 76-0515249, DUNS: 15-405-0958  
For questions on this invoice please call:  
Melanie Lazaro  
(p) (f)  
mlazaro@presidio.com

Please send payments  
made payable to:  
Presidio Networked Solutions Group, LLC  
PO Box 677838  
Dallas, TX 75267-7538  
  
Wire or ACH Payments:  
PNC Bank  
Acct: 8816159745  
ABA 031000053

INVOICE: **6023422002802**

DATE: 6/28/2022

PAGE: 1 of 1

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

**WORK LOCATION:** City of Warren  
Laura Wilson  
One City Square  
Suite 420  
Warren, MI 48093

**Customer #:** CITYW005  
**Account Manager:** Scott Sutherland  
**Payment Terms:** NET30  
**Title:** CITYW005 Windstream PRI to SIP Migration (3001222205839) [TM]  
**Comments:** 3001222205839

**Customer PO#:** 2219535  
**Order #:** 3001222205839  
**Quote #:** 2003521662460-01

## Services

Resource	Task	Rate	Hours	OT Rate	OT Hours	Amount
Jeff P Harris	Collaboration Engineer	\$195.00	3.75	\$195.00	0.00	\$731.25
Mike J Kumar	Project Manager	\$185.00	0.25	\$185.00	0.00	\$46.25
Mike J Kumar	Project Manager	\$185.00	0.25	\$185.00	0.00	\$46.25

**Total:** \$823.75

<b>Subtotal:</b>	\$823.75
<b>MICHIGAN, STATE OF Taxes</b>	\$0.00
<b>Amount Due:</b>	\$823.75

494-9494-98400

## Invoice Details

### Invoice Information

Invoice number:	00234220501652	Invoice Date:	06/28/2022
Customer:	City of Warren	Engagement:	CITYW005 Windstream PRI to SIP Migration (3001222205839) [TM]
Invoice Status:	Committed	Invoice currency:	USD

### Time

Date	Resource	Project	Task	Description	Regular Hours	Regular hours written off/adj	Rate	OT Hours	OT hours written off/adj	OT Rate	Amount written off/adj	Time Total
06/23/2022	Jeff P Harris	CITYW005 Windstream PRI to Collaboration Engineer SIP Migration (3001222205839) [TM]		compare carrier hardware list and generate requirement for carrier and customer	3.75	0.000	185.0000	0.00	0.000	185.00	0.00	731.2500
Total:					3.75	0.000		0.00	0.000		0.00	731.2500
06/03/2022	Mike J Kumar	CITYW005 Windstream PRI to Project Manager SIP Migration (3001222205839) [TM]		status update	0.25	0.000	185.0000	0.00	0.000	185.00	0.00	46.2500
06/24/2022	Mike J Kumar	CITYW005 Windstream PRI to Project Manager SIP Migration (3001222205839) [TM]		status update, internal communications with engineer	0.25	0.000	185.0000	0.00	0.000	185.00	0.00	46.2500
Total:					0.50	0.000		0.00	0.000		0.00	92.5000
Time Total:					4.25	0.000		0.00	0.000		0.00	823.7500



## Engineering Division Payment Request

Date: November 28, 2022

To: Department of Community, Economic & Downtown Development

From: Engineering Division

Re: Payment No. 342

Contract: RFP-W-8755, Professional Engineering Services

Invoice # 140373

Improvement: Habitat for Humanity Renovation

Design (workslope approved 1/18/22)

Payee: Anderson, Eckstein and Westrick, Inc.

51301 Schoenherr Road

Shelby Township, MI 48315

	This Project	Total Contract
Original Contract Amount (approved 11/18/13)	\$ 27,500.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 1,375.00	\$ 1,375.00
Previously Approved Work to Date	\$ 26,375.00	\$ 3,440,785.22
Total Work Performed as of : 09/25/22	\$ 27,750.00	\$ 3,442,160.22
Total Amount Due this Payment		\$ 1,375.00

Chargeable to:	DDA/TIFA	495-9495-80100	100.00%	\$ 1,375.00
----------------	----------	----------------	---------	-------------

Chargeable to:	0.00%	\$ -
----------------	-------	------

Prepared by:

Tina G. Gapshes, P.E.  
City Engineer

Approved for Payment:

Tom Bommarito  
Economic Development Director

cc: Payee



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

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

October 19, 2022

Project No: 0140-0114-0

Invoice No: 0140373

Project 0140-0114-0 HABITAT FOR HUMANITY RENOVATION  
FOR: PREPARING PLANS AND BID DOCUMENTS FOR BUILDING RENOVATIONS.

Professional Services from August 29, 2022 to September 25, 2022

Phase 01 DESIGN FEE

**Fee**

Construction Cost	500,000.00
Fee Percentage	5.50
Total Fee	27,500.00

Percent Complete

95.00 Total Earned

26,125.00

Previous Fee Billing

24,750.00

Current Fee Billing

1,375.00

**Total Fee**

**1,375.00**

**Total this Phase**

**\$1,375.00**

**Total this Invoice**

**\$1,375.00**

**Outstanding Invoices**

Number	Date	Balance
0138088	6/16/2022	8,250.00
0138442	7/18/2022	9,625.00
0139278	8/19/2022	5,500.00
0139372	9/9/2022	1,375.00
<b>Total</b>		<b>24,750.00</b>





## Engineering Division Payment Request

Date: November 28, 2022

To: Department of Community, Economic & Downtown Development

From: Engineering Division

Re: Payment No. **343**

Contract: RFP-W-8755, Professional Engineering Services

Invoice # 140629

Improvement: Habitat for Humanity Renovation  
Design (workslope approved 1/18/22)

Payee: Anderson, Eckstein and Westrick, Inc.

51301 Schoenherr Road  
Shelby Township, MI 48315

	This Project	Total Contract
Original Contract Amount (approved 11/18/13)	\$ 27,500.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 1,375.00	\$ 1,375.00
Previously Approved Work to Date	\$ 27,750.00	\$ 3,442,160.22
Total Work Performed as of : 10/23/22	\$ 29,125.00	\$ 3,443,535.22
Total Amount Due this Payment		\$ 1,375.00


Chargeable to:	DDA/TIFA	495-9495-80100	100.00%	\$ 1,375.00
----------------	----------	----------------	---------	-------------

Chargeable to:	0.00%	\$ -
----------------	-------	------

Prepared by:

  
Tina G. Gapshes, P.E.  
City Engineer

Approved for Payment:

  
Tom Bommarito  
Economic Development Director

cc: Payee



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

November 3, 2022

Project No: 0140-0114-0

Invoice No: 0140629

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

Project 0140-0114-0 HABITAT FOR HUMANITY RENOVATION  
FOR: PREPARING PLANS AND BID DOCUMENTS FOR BUILDING RENOVATIONS.

Professional Services from September 26, 2022 to October 23, 2022

Phase 01 DESIGN FEE

**Fee**

Construction Cost 500,000.00  
Fee Percentage 5.50  
Total Fee 27,500.00

Percent Complete 100.00 Total Earned 27,500.00  
Previous Fee Billing 26,125.00  
Current Fee Billing 1,375.00  
**Total Fee 1,375.00**

**Total this Phase \$1,375.00**

**Total this Invoice \$1,375.00**

**Outstanding Invoices**

Number	Date	Balance
0138088	6/16/2022	8,250.00
0138442	7/18/2022	9,625.00
0139278	8/19/2022	5,500.00
0139372	9/9/2022	1,375.00
0140373	10/19/2022	1,375.00
<b>Total</b>		<b>26,125.00</b>

## Landscape Services, Inc.

22932 Rasch

Clinton Township, MI 48035

## Invoice

Invoice #	Account No.
213297	13390
Date	Due Date
10/28/22	11/27/22
Invoice Total:	Paid Amt 0.00
\$50,000.00	Total Due: 50000.00

PO # 2322468

CITY OF WARREN - DDA - CITY HALL & CIVIC...  
 ONE CITY SQUARE, 4TH FLOOR  
 WARREN, MI 48093

ITB-W-0777

REMIT TO: LANDSCAPE SERVICES, INC.

Services Rendered At: CITY OF WARREN - DDA - CITY HALL & CIVIC PARK  
 ONE CITY SQUARE, 4TH FLOOR  
 WARREN MI 48093

494-9494-30100

Date	Description	Amount
10/28/22	Holiday Lights-City of Warren 2022	50,000.00
10/28/22	Supply/Install and Remove 1 TO @ 50000.00 50000.00	
10/28/22	Bucket Truck (Equipment Only) 1 HR @ 0.00 0.00	
10/28/22	Storage/Testing 1 EA @ 0.00 0.00	
	Holiday Lights - City Hall 2022	
	City Square South - Installed cool white lights on (7) tree canopies, alternate green and red trunk. Used bucket Truck	
	City Square North - Installed cool white lights on (8) tree canopies, alternate green and red trunk. Used bucket Truck	
	Christmas Tree - HEAVY AMOUNT OF LIGHTS INSIDE AND OUT!!!! -Installed mini multi-color lights on main Christmas tree(spruce). Applied heavy amount of lights inside and out of the canopy. -Installed C9 multi-color on (1) spruce. -Installed cool white on (3) small trees and (1) Maple. Branch wrapped the trunks extensively. Used bucket Truck -All yews were decorated in cool white.	
	Civic Center Rd- Installed cool white lights on (9) tree canopies, alternate green and red trunk.	
	Ice Rink Area - 2022 South Civic Interior Trees- Installed cool white lights on (9) tree canopies, alternate green and red trunk.	

Sub Total:	50,000.00
Tax:	0.00
Invoice Total:	\$50,000.00

## Message:

You now have the option to pay invoices online at  
[www.lsimichigan.com](http://www.lsimichigan.com) - Look for PAY NOW button.  
 Please include acct. number when paying by check.

**Landscape Services, Inc.**

22932 Rasch  
Clinton Township, MI 48035

# Invoice

Invoice #	Account No.
<b>213297</b>	<b>13390</b>
Date	Due Date
10/28/22	11/27/22
<b>Invoice Total:</b>	Paid Amt <b>0.00</b>
<b>\$50,000.00</b>	Total Due: <b>50000.00</b>

**CITY OF WARREN - DDA - CITY HALL & CIVIC...**  
**ONE CITY SQUARE, 4TH FLOOR**  
**WARREN, MI 48093**

**REMIT TO: LANDSCAPE SERVICES, INC.**

Services Rendered At: CITY OF WARREN - DDA - CITY HALL & CIVIC PARK  
ONE CITY SQUARE, 4TH FLOOR  
WARREN MI 48093

Use bucket Truck. Power source from light poles.

City Square South Interior Trees -  
Install cool white lights on (4) tree canopies, alternate green and red trunk. Used  
bucket Truck. Power source from light poles.

Main St/City South -  
Installed cool white lights on (8) tree canopies, alternate green and red trunk. Used  
bucket Truck. Power source from light poles.

Main St/City North -  
Installed cool white lights on (6) tree canopies, trunk will be white. Used bucket  
Truck. Power source from light poles.

Sub Total: **50,000.00**

Tax: **0.00**

Invoice Total: **\$50,000.00**

**Message:**

You now have the option to pay invoices online at  
[www.lsimichigan.com](http://www.lsimichigan.com) - Look for PAY NOW button.  
Please include acct. number when paying by check.



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**16248**

INVOICE DATE	PURCHASE ORDER #	CUSTOMER #	TERMS
10/31/2022	161081	2738	NET 30
PROJECT #	PROJECT TITLE		SALES PERSON
44437	South Van Dyke Video Surveillance		VANWELJ

SOLD TO:     City of Warren  
                  Purchasing Department  
                  One City Square-Suite 425  
                  Warren, MI 48093-5289

SHIP TO:     City of Warren  
                  Purchasing Department  
                  One City Square-Suite 425  
                  Warren, MI 48093-5289

DESCRIPTION	Price
Labor	\$1,755.94
Equipment	\$4,544.06

**COMMENTS**

Progress Billing through October

THIS INVOICE:	\$6,300.00
SALES TAX (EXEMPT):	\$0.00
INVOICE TOTAL:	\$6,300.00

**You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)**

D/A Central Inc.  
13155 Cloverdale  
Oak Park, MI 48237

**Thank you for your business!**

AR@dacentral.com  
248-399-0600



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**14412**

INVOICE DATE	P.O. NUMBER	CUSTOMER NO.	TERMS
7/11/2022	161081	2738	NET 30
PROJECT NO.	PROJECT TITLE	SALES PERSON	
44437	South Van Dyke Video Surveillance	VANWELJ	

SOLD TO:     **City of Warren**  
                  **Purchasing Department**  
                  **One City Square-Suite 425**  
                  **Warren, MI 48093-5289**

SHIP TO:     **City of Warren**  
                  **Purchasing Department**  
                  **One City Square-Suite 425**  
                  **Warren, MI 48093-5289**

DESCRIPTION	Price
Labor	\$6,447.76
Equipment	\$16,672.93

**COMMENTS**

30% Start Up / Mobilization

THIS INVOICE:	\$23,120.69
SALES TAX:	\$0.00
INVOICE TOTAL:	\$23,120.69

**You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)**

D/A Central Inc.  
13155 Cloverdale  
Oak Park, MI 48237

**Thank you for your business!**

AR@dacentral.com  
248-399-0600



**D/A CENTRAL**  
intelligent technology solutions

**INVOICE**  
**14680**

INVOICE DATE	PURCHASE ORDER #	CUSTOMER #	TERMS
7/28/2022	161081	2738	NET 30
PROJECT #	PROJECT TITLE		SALES PERSON
44437	South Van Dyke Video Surveillance		VANWELJ

SOLD TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

SHIP TO: City of Warren  
Purchasing Department  
One City Square-Suite 425  
Warren, MI 48093-5289

DESCRIPTION	Price
Labor	\$3,223.88
Equipment	\$8,336.48

**COMMENTS**

July Progress Billing/Equipment Staged

THIS INVOICE:	\$11,560.36
SALES TAX:	\$0.00
INVOICE TOTAL:	\$11,560.36

**You can now pay online! [www.dacentral.com/pay-invoice](http://www.dacentral.com/pay-invoice)**

D/A Central Inc.  
13155 Cloverdale  
Oak Park, MI 48237

**Thank you for your business!**

AR@dacentral.com  
248-399-0600



Internet • Phone • Enterprise

Contact Information:  
 Customer Service & Billing: 1-888-969-4249  
 Chat: [www.wowforbusiness.com/contact-us](http://www.wowforbusiness.com/contact-us)  
 Customer Service Hours:  
 Technical Support (24 hours a day)  
 Billing Support (Mon-Fri 7:00am to 5:00pm CST)

Account Name ..... CITY OF WARREN DOG PARK  
 Account Number ..... 019861478/6-2  
 Statement Code ..... 001  
 Billing Date ..... November 2, 2022

PO # 2322133

### NEWS AND INFORMATION

Did you know you can chat with an agent on our website? Save yourself a phone call. Visit [wowforbusiness.com/contact-us](http://wowforbusiness.com/contact-us).

WOW! participates in a location-based advertising service for our Internet customers. This service uses the zip code, including the last four digits, location of your cable modem to display to you online ads relevant in your area. As your Internet provider we take your privacy seriously. We will not as part of this service share with others any information that identifies you personally, and this service does not use your Internet browsing history. Visit [www.wowforbusiness.com/support/faqs](http://www.wowforbusiness.com/support/faqs) for more information about this location-based advertising. You have a choice about whether we use your location information for location-based advertising. To opt-out of this service, visit [wowway.net](http://wowway.net) and login to manage your preferences. Opting out will not affect the services we provide to you. Your opt-out choice is valid until you affirmatively revoke it. You may revoke it at any time.

### ACCOUNT SNAPSHOT

Last Bill ..... \$294.16  
 Payment 10/27/22 ..... -\$483.60  
 New Charges Summary - See Below ..... \$116.72  
 Total Amount Due ..... -\$72.72

### NEW CHARGES SUMMARY

WOW! Service Charges ..... \$94.72  
 Other Charges & Credits ..... \$22.00  
 Total New Charges ..... \$116.72

As of this statement, your account has a credit balance.  
 Please do not pay.

7 months @ \$94.72 (12/22 - 6/23) \$ 663.04  
 Less Credit -72.72

\$ 590.32

494-9494-80100



PO BOX 4350  
 CAROL STREAM, IL 60197-4350

To pay by phone, call 1-888-969-4249.  
 To pay online, visit [wowforbusiness.com](http://wowforbusiness.com).

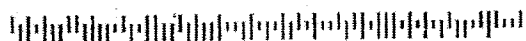
Please detach and enclose this coupon  
 with your payment.

Do not send cash. Make checks payable  
 to WOW! Business.

Account Name ..... CITY OF WARREN DOG PARK  
 Account Number ..... 019861478  
 Billing Date ..... November 2, 2022  
 Total Amount Due ..... -\$72.72

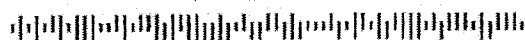
AMOUNT ENCLOSED..... \$ 590.32

1051 1 AB 0.488  
 \*\*\*\*\*AUTO\*\*ALL FOR AADC 480 133103 1252 8



CITY OF WARREN DOG PARK  
 5460 ARDEN AVE  
 WARREN MI 48092-4377

WOW! BUSINESS  
 PO BOX 4350  
 CAROL STREAM, IL 60197-4350



00101001001019861478180007272





Account Name ..... CITY OF WARREN DOG PARK  
Account Number ..... 019861478  
Statement Code ..... 001  
Billing Date ..... November 2, 2022

Internet • Phone • Enterprise

## WOW! SERVICE CHARGES

CITY OF WARREN DOG PARK  
7000 E 12 MILE RD  
WARREN, MI 48092-2738

11/01-11/30	Performance High Speed	
	Internet 60/10	\$68.73
11/01-11/30	Additional Bus Static IP	\$14.99
11/01-11/30	BUS WI FI Modem	\$11.00

Total WOW! Service Charges .....\$94.72

## OTHER CHARGES & CREDITS

CITY OF WARREN DOG PARK  
7000 E 12 MILE RD  
WARREN, MI 48092-2738

10/29	Reactivation Fee	\$22.00
-------	------------------	---------

Total Other Charges & Credits .....\$22.00

## Sign up for automatic payments!

When you enroll in automatic payments, you'll never worry about paying your monthly WOW! bill on time.

No stamps. No check writing. No phone calls. No stress. Instead, your bill will be paid automatically using the bank account or credit card of your choice. Checking, credit, debit - whatever works best for you! Sign-up today at [wowforbusiness.com](http://wowforbusiness.com) and select "My Account".

Note: If you haven't registered your WOW! Account, you'll need to do so to enroll in automatic payments. Don't worry - it only takes a few moments!

### Electronic Check Conversion

When you pay your bill by check, you authorize us to either use the information from your check to make a one-time electronic funds transfer (EFT) from your account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from the bank. If your payment is returned unpaid, you agree to pay a fee of up to \$30. Returned checks may be represented electronically.

Closed Captioning Concerns: For immediate assistance call 1-888-969-4249 or email [wow\\_techsupport@wowinc.com](mailto:wow_techsupport@wowinc.com).  
For Closed Captioning written complaints: Gary Nilsen, Senior Vice President, 6050 Knology Way, Columbus, GA 31909 or email [wow\\_techsupport@wowinc.com](mailto:wow_techsupport@wowinc.com). All other inquiries will go unanswered.

If you are subject to a term agreement, your monthly recurring charge for Internet and phone services will not change during the initial term. Video service prices are subject to change at any time with prior written notice to you. Other charges, including Broadcast TV Fee, Sports Surcharge and equipment rental, are subject to change anytime. If we have agreed to a promotion period or term agreement, service rates and discounts are subject to change after the period or term (e.g., 12 months), as reflected on this billing statement. You can terminate a term agreement at any time, but you may in some situations be required to pay a termination fee.

Re: WOW Dog Park

Mark Knapp <mknapp@cityofwarren.org>

Mon 11/14/2022 4:12 PM

To: Tom Bommarito <tbommarito@cityofwarren.org>; Tiffany Nawrocki <tnawrocki@cityofwarren.org>

Cc: Michelle Patterson <mpatterson@cityofwarren.org>; Amy Moore <amoore@cityofwarren.org>; Dave Klein <dklein@cityofwarren.org>; Richard Fox <rfox@cityofwarren.org>; Kris Battle <kbattle@cityofwarren.org>

The WOW bill for the Dog Park currently has a credit balance of \$72.72 through the end of November  
Current charges total \$94.72 per month

In order to avoid any more additional charges (late & reactivation fees) we should prepay this account as is done with other accounts throughout the City.

Tiffany -

Place a payment to WOW on the DDA list of bills for \$590.32

That will pay the Dog Park WOW charges through June 30, 2023 assuming there is no increase in rates

7 months @ \$94.72 (December 2022 thru June 2023) =	\$663.04
Less current credit	<u>(72.72)</u>
Payment	<u>\$590.32</u> ✓

Responsibility for the service beyond June 30, 2023 should be a topic of discussion for the 2024 Budget

Mark Knapp, Assistant Controller  
City of Warren Controller's Office  
One City Square, Suite 425  
Warren, MI 48093-5288  
Phone: 586-574-4597  
Fax: 586-574-4614  
Email: [mknapp@cityofwarren.org](mailto:mknapp@cityofwarren.org)




---

From: Tom Bommarito <tbommarito@cityofwarren.org>

Sent: Monday, November 14, 2022 12:45 PM

To: Tiffany Nawrocki <tnawrocki@cityofwarren.org>; Mark Knapp <mknapp@cityofwarren.org>

Subject: Re: WOW Dog Park

I don't know.. Mark?

---

From: Tiffany Nawrocki <tnawrocki@cityofwarren.org>

Sent: Monday, November 14, 2022 11:13 AM

To: Tom Bommarito <tbommarito@cityofwarren.org>

Subject: Fw: WOW Dog Park

How should I respond?



Liquid Web™

Liquid Web LLC  
2703 Ena Dr.  
Lansing, MI 48917-8585, US  
800-580-4985 Toll Free  
1-517-322-0434 Int.  
Tax ID: 38-3423459  
EU VAT: 372008531  
UK VAT: 369 1389 57  
ZA VAT: 482028321

## Account #163291

City of Warren DDA City of Warren DDA  
City of Warren  
One City Square, Suite 420  
Warren, MI 48093-5288, US

## Invoice #6622492

Invoice Date	November 1, 2022
Due By	December 1, 2022
Status	Unpaid
Service Dates	Nov 1, 2022 - Nov 1, 2023
Total Charges	\$6,432.00
Total Payments	\$0.00
Total Due	\$6,432.00

## Invoice Details

Dedicated Server - Single Intel Xeon CPU - US Central Zone: host2.filmwarren.org [XAGE6T]

DS.1230v5.Bundle: Dedicated Server - Single Intel Xeon CPU - US Central Zone	\$2,784.00
--	------------

Server Chassis: Standard - Single PSU - No Hot Swap Bays	\$0.00
--	--------

NVMe SSD Storage: No NVMe Storage	\$0.00
-----------------------------------	--------

Bandwidth: 5 TB Outbound Bandwidth	\$0.00
------------------------------------	--------

Port Speed: 100M Uplink Port	\$0.00
------------------------------	--------

Remote Backup: No Remote Backup Needed	\$0.00
--	--------

Public IP Addresses: 3 Additional Public IPs	\$180.00
--	----------

DDoS Attack Protection: Standard DDoS Attack Protection (up to 2gbps)	\$0.00
---	--------

Memory: 16GB DDR4 SDRAM	\$0.00
-------------------------	--------

Backup Drive: Single SATA HDD (7,200 RPM)	\$0.00
---	--------

Drive Size: 4 TB SATA HDD (7,200 RPM)	\$660.00
Primary Storage: 2 x SSD	\$0.00
RAID Level Configuration: Software RAID 1	\$0.00
Drive Size: 1.92 TB SSD	\$1,560.00
Processor: Intel Xeon E3-1230 v5 Quad-Core	\$0.00
Additional Storage: No Additional Storage Array	\$0.00
Control Panel Choice: cPanel/ WHM with Server Secure Plus - Fully Managed	\$0.00
Application Auto Installer: Softaculous	\$0.00
ServerSecure: Server Secure Plus	\$0.00
cPanel License Tier: Premier Fixed 100	\$504.00
Operating System Choice: Linux OS	\$0.00
Linux Antivirus: None	\$0.00
Web Server: Apache	\$0.00
Linux OS: CloudLinux 7	\$264.00
Setup Fee: No setup fee	\$0.00

Subtotal: \$5,952.00

Liquid Web DDoS Attack Protection: ddos10.host2.filmwarren.org [YAXWDU]

DDoS.Server.Protect: Liquid Web DDoS Attack Protection \$0.00

Subtotal: \$0.00

Service Total: serversecureplus.protectionremediation.host2.filmwarren.org [YJ5YSP]

ServerSecurePlus: Service Total \$0.00

Subtotal: \$0.00

Vulnerability scanning and assessment for Windows and Linux servers: vulnerabilityassess.protectionremediation.host2.filmwarren.org [A9ZR2S]

Vulnerability.Assess: Vulnerability scanning and assessment for Windows and Linux servers \$0.00

Vulnerability Scanning and Assessment: Monthly Vulnerability Scanning \$0.00

---

Subtotal:	\$0.00
-----------	--------

---

Acronis Cyber Backups: Acronis Backup - WDGS3K [WDGS3K]	
---	--

---

AcronisBackup: Acronis Cyber Backups	\$120.00
--------------------------------------	----------

---

Backup Storage Destination: Liquid Web	\$0.00
--	--------

---

Storage Quota: 500 GB	\$360.00
-----------------------	----------

---

Subtotal:	\$480.00
-----------	----------

---

Total Taxes On Invoice:	\$0.00*
-------------------------	---------

---

Total Charges On Invoice:	\$6,432.00
---------------------------	------------

---

Total Payments for Invoice:	\$0.00
-----------------------------	--------

---

Total Due on Invoice:	\$6,432.00
-----------------------	------------

\* Applicable sales tax, VAT, or GST has been applied per local, state, and government regulations.

Liquid Web's Terms of Services found at <https://www.liquidweb.com/about-us/policies/> are incorporated herein by reference.

B R i  
**Beckett&Raeder**

535 W. William St, Ste 101  
Ann Arbor, MI 48103  
Tel: (734) 663-2622

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

## INVOICE

INVOICE DATE: 6/1/2022  
INVOICE NO: 2022556  
BILLING THROUGH: 5/31/2022

### 2021045 Warren Historic District Plan & Van Dyke Corridor

Managed By: Brian D Barrick

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Warren Historic District Plan & Van Dyke Corridor - Historic District Plan 2021045	\$46,440.00	90.00	\$41,796.00	\$39,474.00	\$2,322.00
Warren Historic District Plan & Van Dyke Corridor - Van Dyke Corridor Plan 2021045	\$64,980.00	40.00	\$25,991.20	\$25,991.20	\$0.00
<b>TOTAL</b>	<b>\$111,420.00</b>		<b>\$67,787.20</b>	<b>\$65,465.20</b>	<b>\$2,322.00</b>

**SUBTOTAL \$2,322.00**

**AMOUNT DUE THIS INVOICE \$2,322.00**

This invoice is due on 7/31/2022

### ACCOUNT SUMMARY

BILLED TO DATE	PAID TO DATE	BALANCE DUE
\$67,787.20	\$59,894.20	\$7,893.00

B R i  
**Beckett&Raeder**

535 W. William St, Ste 101  
Ann Arbor, MI 48103  
Tel: (734) 663-2622

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

## INVOICE

INVOICE DATE: 7/2/2022  
INVOICE NO: 2022573  
BILLING THROUGH: 6/30/2022

### 2021045 Warren Historic District Plan & Van Dyke Corridor

Managed By: Brian D Barrick

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Warren Historic District Plan & Van Dyke Corridor - Historic District Plan 2021045	\$46,440.00	95.00	\$44,118.00	\$41,796.00	\$2,322.00
Warren Historic District Plan & Van Dyke Corridor - Van Dyke Corridor Plan 2021045	\$64,980.00	42.00	\$27,290.80	\$25,991.20	\$1,299.60
<b>TOTAL</b>	<b>\$111,420.00</b>		<b>\$71,408.80</b>	<b>\$67,787.20</b>	<b>\$3,621.60</b>

**SUBTOTAL** **\$3,621.60**

**AMOUNT DUE THIS INVOICE** **\$3,621.60**

This invoice is due on 8/1/2022

B R i  
**Beckett&Raeder**

535 W. William St, Ste 101  
Ann Arbor, MI 48103  
Tel: (734) 663-2622

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

## INVOICE

INVOICE DATE: 9/1/2022  
INVOICE NO: 2022756  
BILLING THROUGH: 8/31/2022

**2021045 Warren Historic District Plan & Van Dyke Corridor - PO  
#:161072**

Managed By: Brian D Barrick

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
Warren Historic District Plan & Van Dyke Corridor - Historic District Plan 2021045	\$46,440.00	100.00	\$46,440.00	\$44,118.00	\$2,322.00
Warren Historic District Plan & Van Dyke Corridor - Van Dyke Corridor Plan 2021045	\$64,980.00	56.00	\$36,388.00	\$27,290.80	\$9,097.20
<b>TOTAL</b>	<b>\$111,420.00</b>		<b>\$82,828.00</b>	<b>\$71,408.80</b>	<b>\$11,419.20</b>

**SUBTOTAL \$11,419.20**

**AMOUNT DUE THIS INVOICE \$11,419.20**

This invoice is due on 10/1/2022

Questions about your invoice? Call or email Dawn Iley at 734-239-6601; iley@bria2.com





**MACQUEEN  
EQUIPMENT**



**MACQUEEN  
EMERGENCY**

350 Austin Circle  
Delafield, WI 53018  
(262) 646-5911  
Fax: (262) 646-5912

**PLEASE REMIT TO:**

MacQueen Emergency  
1125 7th Street E  
St Paul, MN 55106  
651-645-5726 • 800-832-6417

Ship To: WARREN FIRE DEPT  
23295 SCHOENHERR  
WARREN, MI 48044

Invoice To: WARREN FIRE DEPARTMENT  
1 CITY SQUARE  
PURCHASING SUITE 425  
WARREN MI 48093-5289

Branch DELAFIELD, WI			*REPRINT* CNNYYY		
Date 11/09/22	Time 13:20:09 (O)	Page 01			
Account No WARRE023	Phone No 5867562800	Inv No P08140			
Ship Via	Purchase Order 2322469				
Tax ID No					
		Salesperson 401 / 349			

**INVOICE**

ORDER#: 007921

Part#	Description	Bin	ORD	ISS	SHF	B/O	UTTTT	Price	Amount
15810002	LEADER LINE WYE 79822		3	3	3			757.00	2271.00
	LEADER LINE WYE W/ SELF-LOCKING TORK-LOK HANDLES, (1) 2-1/2" FEMALE NH SWIVEL TH HREAD INLET X (2...								
H200-40-FS-003-25NH	LDH WYE	79819	1	1	1			575.00	575.00
	4" FEMALE SWIVEL 4.566X6X(2) 2.5" NH MALE								

NEW NAME, SAME GREAT COMPANY! APOLLO FIRE EQUIPMENT IS NOW MACQUEEN EMERGENCY. IF YOU ARE IN NEED OF ANY DOCUMENTS TO UPDATE OUR NAME IN YOUR SYSTEM, PLEASE REACH OUT TO AR@MACQUEENGROUP.COM. THANK YOU FOR YOUR CONTINUED BUSINESS.

TOTAL DUE

2846.00

494-9494-98400

**Return/Exchange Policy**

Returns/Exchanges are accepted within 30 days of the purchase date on stock items in original, re-sellable packaging, with tags. No writing is allowed on the packaging. Please contact our Inside Sales Support Team at 800-615-6789 for a Return Authorization Number. A copy of the Return Authorization Form should accompany the return. We will not accept returns without a Return Authorization Number. A credit will be issued after a full product inspection is complete on an eligible return. Returns are subject to a 25% restocking fee, which we may waive for exchanges. Purchaser is responsible for freight. Unfortunately, all special orders, custom items, and SCBA cylinders are non-returnable. Other restrictions may apply. MacQueen Emergency reserves the right to refuse returns not received in the 30-day return period.

X

Received By

Date

Visit Us Online  
www.MacQueenGroup.com

017955

**FLATLANDERS SCULPTURE SUPPLY and**  
**MIDWEST SCULPTURE INITIATIVE, LLC**  
 11993 East U.S. Highway 223  
 Blissfield, MI 49228  
 517-486-4591

**Invoice**

DATE	INVOICE #
11/23/2022	14607

<b>BILL TO</b>
City of Warren Attn: Purchasing Division One City Square, Suite 425 Warren, MI 48093

<b>SHIP TO</b>
City of Warren DDA One City Square, Suite 215 Warren, MI 48093

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
2322556	Net 30	KMT	11/21/2022	HL Green		
QUANTITY	BACKORDER	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT
1		CONSERV...	Work performed per our proposal of 09/15/22. Exempt Institution		9,400.00 0.00	9,400.00 0.00
					Total	\$9,400.00

494-9494-80100



**UNIVERSAL**  
Contracting Services

5671 Trumbull Ste 3  
Detroit, MI. 48208

# Invoice

Date	Invoice #
9/7/2022	18145

Bill To
City of Warren 1 City Square Warren, MI 48093

Project Number	Project Location	Terms
22-106	City of Warren Cameras	Net 30

Billing	Item	Description	Quantity	Rate	Amount
	6000189A	LINEMAN FOREMAN A DAY ST - Aaron Zepp	30	136.76	4,102.80
	6000099A	LINE CREW GROUNDMAN DAYST - Josh Bloss	30	76.62	2,298.60
	7500432	E59-TRUCK, BUCKET 45FT WORKING HEIGHT 10-214	30	42.90	1,287.00
	7504622	JOB PRELIGHT SLM139-PROJ COORS UNIT PER HR - Josh Likins	30	131.90	3,957.00
	7504622	SLM139-PROJ COORS UNIT PER HR - Lou LaParl	30	131.90	3,957.00

<b>Total</b>	\$15,602.40
--------------	-------------