



DDA OFFICERS

Mayor Lori M. Stone

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, August 14, 2024, 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 (pg. 1)**
 - Motion to approve the July 10, 2024 DDA meeting minutes
- 6. OLD BUSINESS (pg. 9)**
 - A. Additional Funding: City of Warren Parks ADA Compliance Transition Plan – NFE (Tom Bommarito/Tina Gapshes [pg. 9])**
 - Motion to approve additional funding for the City of Warren Parks ADA Compliance Transition Plan by NFE in the amount of \$25,000.00 with the restructured total not to exceed \$195,000.00.
 - B. Amendment to Previous Motion (July 10, 2024, Agenda Item 7I) – City Hall Furniture Funding – ISCG (Dave Muzzarelli [pg. 17])**
 - Motion to approve funding for furniture for Warren City Hall from ISCG in the amount of \$22,543.12, with a 50% deposit upfront in the amount of \$11,272.00 and the remaining balance of \$11,271.12 to be paid upon completion of the order.

7. NEW BUSINESS (pg. 26)

A. Standard Horticulture Service July 2024 – July 2025 – Planterra (Tom Bommarito [pg. 26])

- Motion to approve funding for the July 2024 – July 2025 horticulture services through Planterra in the amount of \$4,421.52.

B. Generator Maintenance City Hall - Michigan CAT (Jeff Reeves [pg. 30])

- Motion to approve funding for generator maintenance by Michigan CAT in the amount of \$23,768.92.

C. Phase I Environmental Site Assessment at 8777 Common Road – G2 (Tom Bommarito/Tina Gapshes [pg. 33])

- Motion to approve funding for Phase I Environmental Site Assessment at 8777 Common Road by G2 with the amount not to exceed \$2,600.00.

D. Phase I Environmental Site Assessment at 29901 S. Civic Center Blvd – G2 (Tom Bommarito/Tina Gapshes [pg. 35])

- Motion to approve funding for Phase I Environmental Site Assessment at 29901 S. Civic Center Blvd. by G2 with the amount not to exceed \$2,600.00.

E. IEDC 2024 Annual Conference (Tom Bommarito [pg. 37])

- Motion to approve funding for Tom Bommarito to attend the IEDC 2024 Annual Conference, September 15-18, with the amount not to exceed 4,600.00.

F. Station Alerting System – Bryx (Commissioner McAdams/Mark Knapp [pg. 46])

- Motion to approve of funding for the purchase and installation of Bryx Station Alerting System (RFP-W-0934) by Bryx with the amount not to exceed \$450,200.00

G. Stage, Lighting, and Sound for 2024 Birthday Bash – Ignited Light and Sound (Anthony Casasanta/Casey Kyewski [pg. 60])

- Motion to approve funding for stage, lighting, and sound for the 2024 Birthday Bash by Ignited Light and Sound in the amount of \$14,500.00.

**H. Community Promotion Magnets - Digigraphx Embroidery & Signs
(Lieutenant Chisolm [pg. 75])**

- Motion to approve funding for community promotion magnets from Digigraphx Embroidery & Signs in the amount of \$2,475.00

**I. Engagement Services for Town Center - J Eppink Partners, Inc.
(JEP) (Tom Bommarito [pg. 78])**

- Motion to approve funding for engagement services for town center by J Eppink Partners, Inc. (JEP) with the amount not to exceed \$5,000.00

8. APPROVAL OF THE LIST OF BILLS (pg. 80)

- Motion to Approve the August 14, 2024 List of Bills

9. GOOD OF THE ORDER

**10. Next DDA Regular Meeting is scheduled for Wednesday,
September 4, 2024, 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 July 10, 2024

A regular meeting of the City of Warren Downtown Development Authority was called for 3:00 pm on Wednesday, July 10, 2024.

Present:

Mayor Lori M. Stone
Oscar Zamora
Michael Wiegand
Hank Riberas
Joseph Vicari

Absent:

Nicholas Lavdas
Gregory Jackson
Tom Petzold

1. Call to Order

Mayor Lori Stone called the meeting to order at 3:14 pm.

2. Roll Call

Mayor Lori Stone took roll call of present members.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Vicari, to excuse the absent members: Nicholas Lavdas, Gregory Jackson, and Tom Petzold.

No opposition, the motion passed

3. Adoption of Agenda

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Riberas, to adopt the amended agenda, amendment being the addition of Item 6A: Approval of Purchase and Sale Agreement of 8777 Common Rd.

No opposition, the motion passed

4. Audience Participation

5. Approval of Minutes (June 5, 2024)

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Zamora, to approve the minutes for the June 5, 2024 DDA meeting.

No opposition, the motion passed

6. Old Business

- A. Purchase and Sale Agreement of 8777 Common Rd. (Tom Bommarito [pg. 10])
*ADDED AT THE MEETING

Mr. Bommarito reminded the board that 8777 Common Road is the Brother Robert Activity Center. He stated that we are looking for approval of the purchase agreement.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Zamora to approve of the purchase and sale agreement for 8777 Common Road, Warren, MI 48093.

ROLL CALL:

The motion carried unanimously as follows:

Mayor Stone	Yes
Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes

No opposition, the motion passed

7. New Business

- A. 2024 Birthday Bash Entertainment – Carey & Paul Group (Anthony Casasanta [pg. 46])

Mr. Casasanta informed the board that in their packet they have a list acts and entertainment that are going to be playing. By the request of the residents, we increased our activities for children this year. In addition to increase entertainment for children, we will have a fireworks show, as well as a drone show.

Mr. Zamora commented that there is a very good lineup for entertainment this year and it looks like it's going to be a great time.

Mayor Stone added emphasized her excitement for the Mega 80's act.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Wiegand, to approve of hiring Carey and Paul Group for entertainment services at the 2024 Birthday Bash, in an amount not to exceed \$44,803.83

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mr. Riberas	Yes
Mayor Stone	Yes

No opposition, the motion passed

B. Burdi Park Gate Access – Building Security and Automation (Anthony Casasanta [pg. 52])

Mr. Casasanta, Acting Parks and Recreations Director, announced that residents have requested a fob system for the dog park to allow controlled access for pet owners. This system, inactive for at least five years, will be reintroduced with new gates and fobs. Each fob costs \$10, and each homeowner can obtain two. To register, owners must provide documentation proving their dogs are up-to-date on vaccinations and have licenses. This measure aims to ensure all dogs using the park are vaccinated and registered, addressing current issues and providing better control over park usage. Mr. Casasanta mentioned that around 120 families use the dog park, an increase from the previously thought 50-60 families.

Mr. Zamora made a comment supporting the initiative, highlighting it as a cost-effective way to prevent potential legal issues and ensure the safety of the dogs.

Mayor Stone clarified that the WiFi system was approved on the last agenda, and that this mechanism is part of making this FOB system operational.

MOTION:

A motion was made by Mr. Riberas, supported by Mr. Vicari, to approve funding for the gate and the hiring of Building Security and Automation for installation, in an amount not to exceed \$8,929.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

C. Community Center Pool Improvement – Baruzzini Aquatics (Anthony Casasanta [pg. 55])

Mr. Casasanta discussed the need to replace original components from 2003, highlighting the impressive longevity of the current pumps. They plan to replace some pumps with variable frequency drive models for extended lifespan. The items to be replaced include pumps, the chlorine feed system, strainers, and a vacuum. The speaker noted that the previous components provided good value and expressed hope that the new replacements would offer similar longevity.

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Riberas, to hire Baruzzini Aquatics for Community Center Pool Improvements per RFQ-W-PR-0504 with the amount not to exceed 108,541.00

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mayor Stone	Yes

No opposition, the motion passed

D. City Square Fountain Pumps Replacement – Great Lakes Pump & Supply (Anthony Casasanta [pg. 60])

Mr. Casasanta discussed the replacement of pumps for the City Square Fountain, which has been running since 2008. They plan to replace two pumps to enhance the fountain's performance and robustness, offering more play options for children. The goal is to improve the fountain's operation and overall activity by upgrading the existing pumps from 2008.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Vicari, to hire Great Lakes Pump & Supply for City Square fountain pumps replacement in the amount of \$3,524.00

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Vicari	Yes
Mr. Riberas	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

E. Paige Ave/Pavement Extension – Great Lakes Contracting Solutions, LLC (Tina Gapshes [pg. 63])

Mr. Bommarito announced that this item was not included in the original budget. We are requesting the board's approval to direct the Controller's Office to seek additional appropriations from the Warren City Council for this item. Mr. Bommarito would like authorization from the board to initiate this process.

Regarding the Page Avenue pavement extension, City Engineer Tina Gapshes explained that Page Avenue is currently closed off from Van Dyke, with access only available through a gas station. The goal is to open Page Avenue to Van Dyke to improve connectivity. Plans, designs, and bids have been approved by MDOT, which owns Van Dyke and supports the project. The extension will facilitate easier access for garbage trucks and city services. Additionally, the city owns a parking area from Continental to Page, intended to be converted into a public lot, allowing cars to exit directly onto Van Dyke instead of the subdivision.

MOTION:

A motion was made by Mr. Riberas, supported by Mr. Zamora, to approve funding for Paige Ave Pavement Extension (ITB-W-0951), awarding the contract to Great Lakes Contracting Solutions, LLC, in an amount not to exceed \$209,351.29 per Warren City Councils approval of appropriations of funds.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Vicari	Yes
Mayor Stone	Yes

No opposition, the motion passed

F. Pavement Repair Areas Around City Hall - Great Lakes Contracting (Tina Gapshes [pg. 66])

Mrs. Gapshes informed the board that the scope of the project is to replace broken concrete pavement around City Hall. This includes sidewalk and driveway replacement, A.D.A ramps, and minor storm sewer improvements. As indicated in the attached cost estimate, Great Lakes Contracting Solutions, LLC provided a total estimate amount of \$180,770.00. These unit prices are based on the current City Contract P-22-758 2022 Large Concrete Pavement Repairs. It is the Engineering Division's recommendation that the Downtown Development Authority (DDA) approve funding for these, concrete pavement repairs, around City Hall.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Riberas, to approve funding for pavement repairs by Great Lakes Contracting with the amount not to exceed \$180,770.00

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

G. Change Order for PO 2427150 – Villa Carpets Inc (Jeff Reeves [pg. 108])

Mr. Reeves stated that we are in the process of replacing all the carpet in City Hall. Our contractors have encountered unforeseen issues due to the building's settling, leading to stress cracks. These cracks require additional time and labor for repair, including waiting for the repair materials to dry and leveling parts of the floor. Mr. Reeves requested additional funds to cover these unexpected expenses as a contingency as the project progresses. The contractors have been excellent, working efficiently around our schedule to minimize disruption. The new carpet tiles, which are interchangeable, are a great choice, allowing for easy maintenance and replacement as needed. The project is progressing well, and the carpets look great.

Mr. Wiegand noted that he is pleased the city is using a long-time, family-owned, local company for the job.

MOTION:

A motion was made by Mr. Wiegand, supported by Mr. Riberas, to approve change order to PO 2427150, adding additional funding in the amount of \$30,000.00, bringing the new total contingency to an amount not to exceed \$281,797.00

ROLL CALL:

The motion carried unanimously as follows:

Mr. Wiegand	Yes
Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

H. Membership Dues – 8MBA (Tom Bommarito [pg. 109])

Mr. Bommarito stated that the Eight Mile Boulevard Association (8MBA) connects Detroit and about 20 neighboring communities, focusing on revitalizing the Eight Mile corridor through collaborative efforts. Membership dues are based on the length of 8 Mile Road within each city. The board is now more cohesive, with increased business membership boosting revenue. Key activities include facade improvements and organizing cleanup events. Mr. Bommarito stated that we would like to remain active with this association and therefore requesting funding for the membership dues.

MOTION:

A motion was made by Mr. Riberas, supported by Mr. Vicari, to approve funding for 8 Mile Boulevard Association Municipal Dues in the amount of \$6,700.00.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Riberas	Yes
Mr. Vicari	Yes
Mr. Wiegand	Yes
Mr. Zamora	Yes
Mayor Stone	Yes

No opposition, the motion passed

I. City Hall Furniture – ISCG (Dave Muzzarelli [pg. 110])

Dave Muzzarelli presented a three-part plan for updating City Hall furniture alongside the new carpet installation. The first part involves replacing outdated office furniture. The second part focuses on adding new atrium furniture with charging stations and seating for meetings. The third part includes reconditioning existing furniture to match the new city branding. The project aims to create a comfortable and functional space for the community, using furniture made in Michigan and incorporating recycled materials. This request is for funding for the office furniture in the amount of \$22,543.12.

MOTION:

A motion was made by Mr. Vicari, supported by Mr. Zamora, to approve funding for furniture for Warren City Hall in the amount of \$22,543.12.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Vicari	Yes
Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Riberas	Yes
Mayor Stone	Yes

No opposition, the motion passed

8. List of Bills

MOTION:

A motion was made by Mr. Zamora, supported by Mr. Riberas to approve the July 10, 2024 list of bills.

ROLL CALL:

The motion carried unanimously as follows:

Mr. Zamora	Yes
Mr. Wiegand	Yes
Mr. Vicari	Yes
Mr. Riberas	Yes
Mayor Stone	Yes

No opposition, the motion passed

9. GOOD OF THE ORDER

Mayor Stone encouraged anyone who is interested to stick around for the subsequent DDA Informational Presentation

10. Next DDA Regular Meeting is scheduled for Wednesday, July 10, 2024, at 3:00 PM, in the City Hall 1st Floor Conference Room.

11. ADJOURMENT

MOTION:

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

The July 10, 2024 DDA meeting adjourned at 3:46 pm.

X

Thomas Bommarito
DDA Director

X

Lori M. Stone
Mayor



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

June 24, 2024

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, MI 48093-2390

Re: City of Warren Parks - ADA Compliance Transition Plan
Additions to Park Evaluations

Dear Mrs. Gapshes:

Nowak & Fraus Engineers (NFE) appreciates the opportunity to provide accessibility consulting services for the above referenced project. This proposal serves to add 5 different sites to the City of Warren Parks Transition Plan scope.

Understanding of the Project:

NFE understands the City of Warren desires to prepare a Transition Plan to cover the provision of accessible accommodations at all of the City Parks. The Transition Plan is a plan for site and program access that is required of all government entities by the Americans with Disabilities Act (ADA). Creation of the Transition Plan will assist the City in not only identifying barriers to access throughout the City's 25 parks but will describe the means to make the Parks accessible and allow City Officials' to plan for the removal of found barriers in full coordination with available budgets and schedule.

Throughout the City's Parks, various features will be reviewed for accessibility using applicable ADA requirements for signage, restrooms, picnic areas, gathering and spectating areas, parking spaces, access aisles, crosswalks, ramps and sidewalks. The focus of the Transition Plan will be limited to the Park properties themselves. Adjacent features located within public right-of-way will not to be included in the assessment and planning.

While the ADA sets the minimum project scope requirements when it comes to the identification of barriers per the Act, discussions with City Officials will be required to identify appropriate solutions to remove those barriers while addressing the unique needs of a given park or location within a park. Exceedance of the ADA requirements may be desired at a particular location.

NFE is proposing to add the below five sites to the City of Warren Parks Transition Plan scope for review of exterior park/playscape elements and enclosed facilities limited to restrooms or picnic spaces where applicable (no in-building, office areas, etc.):

26 Civic Center South
27 Ridgewood
28 Beebe Corner

29 Maybelle Burnett Library (Playscape)
30 Owen Jax Recreation Center (Playscape)

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NOWAKFRAUS.COM

PHONE: 586.739.0939

Scope of Services:

Site Evaluation Phase

NFE will complete a visual survey of each site with a sampling of measurements to assist in identifying barriers to access. For later reporting, field measurements, noted observances and representative photos will be assembled for each Park. The evaluation shall generally include but may not be limited to the following items and their potential barriers which can include the lack of said items:

Sidewalk/Pathways/Curb Ramps and Landings – To be reviewed for the location, slope, width, detectable warnings, continuity of surface including the presence of utility structures such as catch basin inlets and utility access covers.

Parking Spaces, Access Aisles and Crosswalks - To be reviewed for space count, location, slope, width, length, continuity of pavement markings and surface condition including the presence of utility structures such as catch basin inlets and utility access covers.

Signage/Obstructions – to be reviewed for adequacy/applicability, relocation from travel ways (e.g. bollards in access aisles), height, consistency and sign dimension.

Restroom/Picnic Spaces – to be reviewed for accessible routes, dimensional and total seating accommodations, dimensional compliance for turning movements, heights, clearances, reach limitations, grab bar and door swings.

Reporting Phase

A Transition Plan matrix will be created to provide a summary detail for each of the 25 park sites to be surveyed utilizing the following format:

- Coded references will be used to identify each site's **Location**, in both the Park name and location within the Park.
- **Barriers** that are found will be cited in their location and type with the supporting ADA requirement section that applies.
- A **Corrective Action** option will be identified by NFE but subject to review and collaboration with the City Officials' or their designated representative or committee and in consideration of the program access provisions of Title II where applicable.
- For assistance in planning and scheduling the corrective improvements needed to remove found barriers, a **Priority Value** will be assigned to each barrier identifying the timing in which they might be addressed. For instance consideration of whether a site is frequented most by individuals with disabilities or has frequent use by the public or has received complaints or incidents can help determine the priority level of Low, Medium or High.

- The report matrix will include a space for **Final Correction Guidance, Schedule** and, if desired, the **Champion** or responsible party for overseeing the completion of a given barrier's removal. The decided-upon direction for corrective actions to be taken, the timing to initiate and complete the work including consideration of budgets as well as the potential assignment of each barrier removal effort to an individual or team that may be planning projects within or near a subject Park.
- A **Completion** column will allow the ongoing tracking of items that were completed and those that remain for ease in tracking and reporting to interested parties as-requested.

Consulting Phase

NFE will provide as-requested assistance to City Officials and/or their designated representatives or committee to review and determine direction on the corrective solution to various barriers. NFE can assist with the development of cost opinions for budgeting purposes and prioritization of improvements.

We note that the correction of certain barriers may require that NFE conduct a detailed survey of the subject area to develop an efficient and viable solution (not included in this proposal). This is commonly required when challenges with grade and/or site conditions or property limits are in play and slope or dimensional compliance will be challenging.

Attendance at any meetings required for project coordination, report roll-out and clarification, scheduling, assignment/planning of corrective actions, and public meetings as-requested by the City of Warren will be invoiced on a time and materials fee basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Transition Plan Fees:

Site Evaluation Phase	\$ 15,000 Lump Sum Fee
Reporting Phase	\$ 10,000 Lump Sum Fee

SCHEDULE

NFE proposes the following estimate for project milestones related to our project deliverables with timeframes relative to the City's authorization to proceed:

- Site Evaluation Phase services completed within 6-8 weeks
- Reporting Phase services completed within 4-6 weeks

We note that these are not expedited timeframes and the site evaluation phase is weather and access dependent. NFE will coordinate with the City of Warren to identify optimal times to access certain sites and to meet desired deadlines for deliverables if those timeframes are known.

SCOPE CLARIFICATIONS AND EXCLUSIONS:

Additional Services

NFE or its subconsultant team members can provide needed scope and fees for the following services that may be required but are not currently included in the proposed project scope:

- Accessibility Evaluation of Additional Sites and/or Buildings
- Topo/Boundary Surveying Services for the preparation of Corrective Designs
- Construction Document Preparation for Barrier Removal and Contractor Bidding
- Construction Observation and Construction Staking
- Post-Construction Record Drawing Preparation
- Participation in related Community Outreach Activities

These services if required by the Client, will be quoted separately and/or invoiced to the Client on an hourly basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Assumptions and Understandings: Unless otherwise indicated in this proposal, the following assumptions and understandings apply to this project in the completion of NFE's services:

- NFE may require the City of Warren provide access to electronic maps, CAD files, records, and other electronic information pertinent to the execution of an efficient evaluation and complete report.
- NFE will not conduct formal topographical surveys as part of the initial Transition Plan scope. NFE may utilize 2' and 4' digital levels for slope evaluation, retractable measuring tapes and laser measurement devices for evaluating dimensional compliance and visual evaluation of existing conditions. Markings/notes on aerial photos or record documents and hand sketches will provide a record of the site evaluations.
- NFE and its subcontracting consultants will require access to the sites. The Client will provide NFE written authorization (via acceptance of this proposal) to access the site and complete the outlined scope of work defined herein.
- This proposal is valid for thirty (30) days from the date of the proposal.
- NFE will not accrue fees exceeding the above-established fees without further written authorization.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Nowak & Fraus Engineers Fee Schedule and Terms and Conditions.

ACCEPTANCE & AUTHORIZATION TO PROCEED:

NFE is pleased to offer our experience with the assessment and removal of accessibility barriers in an efficient and cost-effective manner. Provided this proposal meets with your approval, please sign, date and return a copy of this Work Authorization to our office. Receipt of your signed Work Authorization will serve as our authorization to proceed and to access the site. NFE will provide prior notice to the Client when accessing the property.

Please do not hesitate to contact us if you have any questions or require additional information to support our Proposal/Work Authorization. Once satisfied with the Proposal, please return a signed and dated copy to us which shall suffice as our authorization to proceed with the work.

Thank you for choosing Nowak & Fraus Engineers.

Sincerely,

Nowak & Fraus Engineers



Carol P. Thurber, PE, CFM
Principal



John Dell'Isola, PE
Principal
Dated: 6/24/2024

Accepted and Approved By:

(Signature)

Tina G. Gapshe, PE, City Engineer

(Date)

2024 TERMS AND CONDITIONS

1. SERVICES EXCLUDED FROM BASIC SERVICES UNLESS EXPRESSLY INCLUDED IN THE SCOPE

The following types of services are not considered part of "basic" Professional Services and will be an extra to the contract fee unless specifically set forth in the scope of services:

- A. Survey/Environmental/Geotechnical Related Services
 - i. Any land surveying services not set forth in the quote, for example, boundary, topographical, tree and wetland surveys.
 - ii. Construction stakeout.
 - iii. As-Built Surveys.
 - iv. Parcel splits or combinations, condominium documents, deeds, easements, or rights-of-way documentation.
 - v. Environmental assessments and impact statements.
 - vi. Geotechnical Investigations/Underground Utility investigations (i.e., borings, camera lines, ground penetrating radar).
- B. Design Related Changes in Scope or items excluded from Basic Design Services
 - i. Services resulting from changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, offsite utility (water, sanitary and storm) studies required by a municipality or governmental agency, Client's schedule, or character of construction; and revising previously accepted or approved studies, reports, design documents or Contract Documents when such revisions are due to causes beyond NFE's control.
 - ii. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction; 2) a significant amount of defective or negligent work of the contractor(s); 3) acceleration of the progress schedule involving services beyond normal business hours; 4) default by contractor(s).
 - iii. Preparation and/or modification of Computer Assisted Design (CAD) drawings of topographical surveys furnished by others.
 - iv. Construction Administration, including but not limited to opinions or review of shop drawings, construction budgets, construction scheduling, pay applications or site visits.
 - v. On-site inspection or supervision of work performed on the Project.
 - vi. NFE shall exercise usual and customary professional care in its efforts to comply with all codes, regulations, laws in effect as of the date of this agreement. Any changes in said codes, regulations or laws after this date that requires revisions or redesign shall be an additional service.
 - vii. Obtaining, preparation or payment of permits or application fees.
 - viii. Reproductions of plans, specifications and/or contract documents, including electronic files.
 - ix. Expert Testimony at trial or deposition, including any time needed to prepare for the testimony or to prepare a report.
 - x. Service planning with utility companies.
 - xi. Preparation of lighting and photo-metric plans.
 - xii. Structural design of retaining walls or structures of any kind.
 - xiii. Earth balancing determinations.
 - xiv. Assistance with construction related problems and changes due to causes beyond NFE's control.
 - xv. Landscape or Irrigation design or planning.
 - xvi. Traffic Impact Studies/Traffic Analysis/Traffic Signal plans.
 - xvii. Project Specific Insurance for coverage that exceeds NFE's basic coverage.
 - xviii. Engineer's Consent Agreements and Certificates for Project Loans.

2. FEES

Client shall pay for services and expenses as set forth below.

- A. All invoices are due upon receipt. All invoices shall be deemed to have been received within three (3) days after being deposited in first class U.S. mail bearing the address listed herein. Any claims of errors or discrepancies in billings must be submitted to NFE in writing within 30 days of receipt of the invoice. Otherwise, all such objections are deemed waived and the account will become stated. Payments shall not be withheld, delayed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from third parties causing Additional Services or expenses.
- B. If the Client fails to pay any payment due to NFE for services and expenses within thirty (30) days after receipt of NFE' invoice, therefore, the amounts due shall include a late charge at a rate of one and one-half (1 1/2%) percent per month from said thirtieth (30) day and in addition, NFE may suspend all services under this Agreement until NFE has been paid in full all amounts due for services and expenses. Client shall pay all costs of collection, including attorney fees.
- C. **A signature on this work authorization provides permission to pull a credit bureau report on any company or individual who may be liable under this agreement (such as personal guarantor, proprietor, general partner, or similar person).**

3. "TIME AND MATERIAL" BASIS

All determination of fees on a "Time and Material" basis shall be as follows:

- A. "Time" is based on the hourly rates set forth in the NFE current calendar year Rate Schedule (Exhibit A). All travel time is billed at the hourly rates as set forth in Exhibit A.
- B. "Material": All materials, including out of pocket expenses such as subcontractor, permit application fees, and title searches etc. will be billed at actual cost, plus fifteen (15%) percent, except reproduction costs, postage and handling and computer costs which are billed at NFE' standard rates.

4. CLIENT'S RESPONSIBILITIES

Client shall be responsible to perform or provide the following:

- A. **Client shall provide a current title policy or vesting deed for all new private projects. Client may elect to have NFE order a title search for the project in question. Title searches shall be billed as a reimbursable pursuant to NFE's standard rates.**
- B. Arrange for access to and make all provisions for NFE to enter upon public or private property to perform the above professional services. NFE will take reasonable precautions to minimize any damages to property; however, Client understands and agrees that in the normal course of work, some damage may occur and that NFE is not responsible to correct said damage.
- C. Furnish all available information, surveys and documents pertinent to NFE's work, including a program which shall set forth the Client's objectives, schedule, constraints and site requirements. NFE shall be entitled to rely upon the completeness and accuracy of the information, surveys and documents provided by Client.
- D. Give prompt written notice to NFE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the above professional services.
- E. **Give prompt written notice to NFE of all defects or suspected defects in NFE's work or services of which the Client or Client's agent becomes aware, to allow NFE time to investigate and take any measures necessary to minimize the consequences of the defect. The Client shall require that all contractors and subcontractors, at any level, on the Project to contain in their contract a like requirement. Failure by the Client, the Client's contractors, or subcontractors to notify NFE shall relieve NFE of the costs of remedying the defect above the sum such remedy would have cost had prompt notification been given. In the event the defect is known or reasonably could have been known prior to installation and is attributed to construction layout, the failure to give prompt notice shall relieve NFE of all costs of remedying said defect.**
- F. Render all decisions or provide all necessary approvals pertaining to NFE's work. NFE will assist the Client in preparing applications and supporting documentation for the Client to secure permits and approvals, however, it is the Client's responsibility to pay all fees and to make sure all the necessary permits and approvals have been obtained prior to commencing work. If the Client elects to commence construction prior to receiving all the necessary permits and approvals, NFE shall not be held liable for any damages, losses and costs arising from that decision to proceed. NFE does not assume any responsibility for the decision to proceed by performing construction stakeout at the Client's request.
- G. The Client warrants the accuracy and the permission to use all information, plans, drawings, specifications, surveys, reports and documents provided to NFE in connection with the Project. The Client agrees, to the fullest extent permitted by law, to indemnify and hold NFE harmless of all expenses, damages, losses, and costs, including attorney fees, from any claims and/or liability, including copyright claims, resulting from the use of such information, plans, drawings, specifications surveys, reports and documents.

5. TIME AND PERFORMANCE

All work or services shall be performed as follows:

- A. All services shall be performed as expeditiously as is consistent with the professional skill and care ordinarily exercised by members of the profession practicing in the same locality under similar conditions.
- B. NFE is not responsible for any delay caused by activities or factors beyond NFE's reasonable control including, but not limited to, delays by reason of strikes, lockouts, weather, work slowdowns or stoppages, accidents or acts of God. When a delay is beyond NFE's reasonable control, Client agrees that NFE shall not be held liable for any damages arising from such delay, nor shall NFE be deemed to be in default of this Agreement.

6. LIMITATION OF LIABILITY

NFE's fees include a reasonable allowance for risks and to obtain that benefit the Client agrees the maximum aggregate amount of NFE's liability and/or NFE's professional engineers or surveyors shall be limited to \$25,000.00 or to the sum of NFE's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If the Client is unwilling to accept this limitation of liability the fees in the proposal shall increase by ten percent (10%), but not less than five hundred dollars (\$500) to compensate for the increase risk assumed by NFE. Client agrees the new limitation of liability shall be NFE's professional insurance policy limit for the project. Under no circumstance shall NFE and/or NFE's professional engineers or surveyors be liable for Client's loss of profits, delay damages, or any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.

7. TIME PERIODS

The Client agrees that the applicable statute of limitations for any and all causes of action against NFE shall be two (2) years; except causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery. Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that NFE last provides service to the Client as to the matters out of which the cause of action arose. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of Nowak and Fraus' last service to the Client as to the matter out of which the cause of action arose.

8. TERMINATION FOR CONVENIENCE

Upon written notice, client or NFE may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of the termination notice, NFE shall stop work on all services included in this Agreement and grant a license to use in connection with the project any instruments of service complete at that time to the Client; provided the Client has paid NFE for all services performed up to the receipt of the termination notice. Upon termination for Convenience, NFE and Client shall have no further rights or remedies other than those utilized herein.

9. GENERAL CONSIDERATIONS

- A. Client and NFE each bind himself and his partners, successors, affiliated entities, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor NFE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent NFE from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of services. NFE has no duty to assign its drawings or work product to a lender on behalf of the client under the terms of this agreement.
- C. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and NFE.
- D. This Agreement represents the entire and integral agreement between NFE and the Client and supersedes all prior negotiations, representations, or agreements, whether written or oral. All NFE notes, disclaimers, details, specifications and instructions on NFE' drawings in connection with the project which the subject of this agreement shall be incorporated as part of this agreement. Only a written instrument signed by both NFE and the Client may amend this Agreement.
- E. Drawings and specifications are instruments of service and shall remain the property of NFE whether the Project for which they are made is executed or not. They are not to be used by the Client on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to NFE. The Client shall to the fullest extent permitted by law indemnify and hold harmless NFE from and against all claims, damages, losses, and costs, including attorney fees and costs of litigation, arising out of or in any way connected in the modification, misrepresentation, misuse, or reuse by other of the machine-readable information or data provided by NFE, excepting only such use as may be authorized, in writing, by NFE. NFE shall not authorize the reuse of its machine-readable information or data, either electronically, on disk or as a hard copy, unless full payment has been made by the Client. The Client will be appropriately charged based upon NFE' standard rates.
- F. In providing opinions of probable construction cost, the Client is advised that NFE has no control over contractor's cost or the price of labor, equipment or materials furnished by the contractor, or over the contractor's methods of pricing, and that the opinions of probable construction costs that may be provided as part of the professional services to be rendered are to be made based on current prevailing prices. No warranty, expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs incurred by the Client.
- G. NFE may incorporate "design/build" concepts as a component of the construction plans. Where such concepts are used, the contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials furnished. Any "shop drawings" reviewed by NFE related hereto is limited solely for the purpose of determining that the general requirements have been met.
- H. The information contained in this Proposal may be proprietary and shall not be disclosed to any parties outside of the Client's staff, partners, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the Proposal. Should the Proposal be accepted, the Client shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with NFE.
- I. The survey only reflects those utilities which could be observed by the surveyor in the field at the time the survey was performed. NFE is not responsible for the accuracy of any structures, physical features, or utilities that were buried, covered with snow or debris, or had vehicles parked over them at the time the survey was performed. NFE will request a Miss Dig "Design Ticket" in accordance with Michigan Public Act 174 for topographic surveys and ALTA/NSPS Land Title Surveys that request item 11 (2016) or 11(b) (2021) on Table A pursuant to the 2016 ALTA/NSPS Land Title Standards or under the new 2021 ALTA/NSPS Land Title Standards once they take effect. Please note the Facility owner/operator is only required to provide general information regarding the location of underground facilities and does not have to mark the facilities. The Client is responsible to arrange markings by the facility owner/operator prior to survey if so desired so they can be located during the survey. Further, the extended reporting period for underground utility owners to provide their records, the survey may not reflect all the underground utilities of record at the time the survey was issued. NFE is not responsible to update surveys to reflect records received after the date it was issued. Nor is NFE responsible to locate utilities marked by utility companies after the date the survey was performed in the field. Any subsequent trips to locate markings or revisions to the survey drawing, to reflect records received after the date the survey was issued, will be an extra to the contract. The Client and/or their authorized agent shall verify with the Facility Owners and/or their authorized agents, the completeness and exactness of the utilities located on the survey.
- J. The owner and/or authorized agent grants permission for the use of a drone to conduct aerial photography of the property. The drones use is for the purpose of performing an ALTA/NSPS Land Title survey and/or topographical survey and will not be used for any other private or commercial purpose without consent of the owner.
- K. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction
- L. This Agreement shall be governed exclusively by the laws applicable to the State of Michigan.



PROPOSAL

PROPOSAL: 125473

DATE: 06/12/24
PROJECT #: 9-35

PROPOSAL FOR:
WARREN CITY HALL
ONE CITY SQUARE STE 215
WARREN MI 48093-6726

INSTALL AT:
CITY OF WARREN
#215
ONE CITY SQUARE
WARREN MI 48093

COST CENTER:

SALESPERSON:
STEPHANIE CHYZ

CLIENT:
10416

YOUR P/O:

QUOTE VALID
/ /

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	X-BBFPFS23	Cbx Partial Depth Bbf Ped 23dx28hx16w	497.38	994.76
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RECT_PULL	Rectangular Pull Casegoods		
		RECT_A	Rectangular Pull Grade A Paint Casegoods		
		RX-RECT-BK	Rectangular Pull Painted Black		
		LOCK_B	Black Lock		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
2	2	SP-96408-1	Cbx 2 Door Cabinet 24dx82hx30w w/ coat rod and top shelf	1,285.18	2,570.36
		*	Similar to X-CBC823024		
		*	Special Coat rod w/ shelf above		
		*	Low Qty Engineering Fee \$250 Net DO NOT DISCOUNT		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RECT_PULL	Rectangular Pull Casegoods		
		RECT_A	Rectangular Pull Grade A Paint Casegoods		
		RX_RECT_BK	Rectangular Pull Painted Black		
		LOCK_B	Black Lock		
			Tag 2: 96408		
			Tag 3: 11 weeks		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
3	1	ACCT-ENG FEE	Low Qty Engineering Fee	250.00	250.00
		*	This fee will apply to ALL individual line items t		
		*	ACCT-ENG FEE Low Quantity Custom Unit Engineering F		
		*	This is a NET FEE and cannot be discounted		
4	3	X-DDC3018	Cbx Full Depth 2d Cab	530.92	1,592.76
			18dx28hx30w		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RECT_PULL	Rectangular Pull Casegoods		
		RECT_A	Rectangular Pull Grade A Paint Casegoods		
		RX-RECT-BK	Rectangular Pull Painted Black		
		LOCK_B	Black Lock		
5	1	X-DS7830	Cb Desk Shell Full Mod	425.88	425.88
			Recessed 30dx78wx29h		
		RO-L0386	Laminate - Absolute Acajou		
		G_NONE	No Grommet		
		RO-L0386	Laminate - Absolute Acajou		
6	1	X-LSWM32601	CBX Wall Mounted L Shelf VERT	299.52	299.52
	2		32Hx60Wx12D		
		RO-L1027	Laminate Casegoods - Absolute Acajou		
		RO-L0386	Laminate - Absolute Acajou		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
7	1	A-LEDTL-615 40	40 Led Task Light, W/ Dimmer & Transformer	204.88	204.88
8	1	X-TACKWM206 0	Cbx Tackboard Wall Mount 20hx60w	231.14	231.14
		FAB-XA001	FABRIC MODULAR CHOICE GRADE A (1:1)		
		FAB-AD-MAT	PANEL FABRIC CHOICE FOR GRADE A DIRECTIONAL ONLY		
		RO-F2713-P	Cape Cod Harwich		
9	1	E-ADBMW E-ADBMW-W	Ashley Duo Bezel Mount 6' Cord Ashley Duo 2/Out 2/USB White/White Bezel Mount 6 C	327.34	327.34
10	1	E-PSBAIS A_1CSP2B	Power Single Unit 3 Outlets, 2 USBs, 1 Corded Plug End Single Power Black Cord End 3 Outlet/2 USB/72" Cor	351.26	351.26
11	1	E-HXJ6BK-SM	Data Jack CAT6 Black	36.14	36.14
12	1	HDMI-KEY-B	COVE HDMI Keystone Female/Female Black	53.82	53.82

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
13	1	W-WS1830	2mm Edge Rect Surface 18D x 30W	113.62	113.62
		EDGE	2mm Grade A		
		RO-E095-V2	2mm Edge - Absolute Acajou		
		RW-GRRA	Option A - No additional grommets		
		LAMAISMO	AIS Grade A Laminates		
		RO-L0386	Laminate - Absolute Acajou		
14	1	SP-96308-1	Cbx Table Boat 42d X 72w 2mm 1 Sec 2 A-base w/ SP cut out and bases	908.70	908.70
		*	Similar to X-CTB4272R		
		*	Special cut out in center of table for E-PSBAIS 1e		
		*	E-PSBAIS ordered sepereatly		
		*	Special Bases to allow for 9.5" interior dim to all		
		*	Engineer to refence provided drawing		
		RO-L0102A	Absolute Acajou		
		RO-L0102A	Absolute Acajou		
		...	Special cut out in center of table for E-PSBAIS 1e		
		RO-L0102A	Absolute Acajou		
			Tag 2: 96308		
			Tag 3: 11 weeks		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
15	1	SP-96308-2	Rectangular - 2mm Edge - 24D x 60W	219.18	219.18
		*	Similar to W-WS2460		
		*	Special 6W x 2.19D cut out in top right corner fo		
		*	E-ADBMW ordered seperatly		
		EDGE	2mm Grade A		
		RO-L0102A	Absolute Acajou		
		...	Skipped Option		
		RO-L0102A	Absolute Acajou		
			Tag 2: 96308		
			Tag 3: 11 weeks		
16	1	S-W1CORE7B	Black Key Alike Kit (7 Cores) - Wesko Type	28.86	28.86
17	3	X-GANGKIT	Ganging Kit For Caseloads	4.16	12.48
18	1	SFT-UU-7S01 A5	Fern,Task,Uph Seat,Uph Back,4D Arm,No Lumbar,Pneu w/Back Stop,Adj Seat,Plastic Base,Hd Cst	835.59	835.59
		(XJ)	Wellington		
		,XJ-SM	Wellington - Shale, GRADE A		
			CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		(XJ) ,XJ-SM ,TR-F ,TR-TF	Wellington Wellington - Shale, GRADE A Black, GRADE A Pitch (Textured), GRADE A		
19	8	4045-00	Composites Guest/ Occasional Seating, Uph Back, Arc Arm	742.19	5,937.52
		(XJ) ,XJ-SM (M2) ,M2-W15	Wellington Wellington - Shale, GRADE A Maple (M2) Espresso On Maple, GRADE A		
20	1	KA3242422EN W STD 462	AUSSIE, 24DX24W, SQUARE END TABLE, WOOD TOP STANDARD GROUP 1 CINDER	1,184.40	1,184.40
21	1	N84L3A 1 11608 AA X S-W462	COLLETTE, 3 SEAT, SQUARE LEGS, STRAIGHT ARMS GRADE 1 CALI VINEYARD MATCHING THREAD NO GROMMET WOOD LEG,CINDER CONTINUED...	2,909.25	2,909.25

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612 North Main, Royal Oak, MI 48067
248-399-1600 Fax 248-399-1601

www.iscginco.com

Terms and Conditions located at the end of document



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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		STD	STANDARD HARD GLIDE		
22	1	LABOR	LABOR TO RECEIVE, DELIVER AND INSTALL KIMBALL AND AIS PRODUCT Tag 1: p6335	1,302.00	1,302.00
23	1	LABOR	LABOR TO RECEIVE, DELIVER AND INSTALL HAWORTH SEATING PER MIDEAL CONTRACT	360.00	360.00
24	1	FEE	TRANSPORTATION FEE PER THE MIDEAL SEATING CONTRACT	80.00	80.00
25	1	FEE	ISCG DESIGN FEE PER THE MIDEAL SEATING CONTRACT	338.66	338.66
26	1	FEE	ISCG DESIGN FEE FOR AIS PRODUCT ONLY	975.00	975.00

CONTINUED...

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
---	-----	---------	-------------	------	----------

KIMBALL OFFICE - OMNIA
COOPERATIVE CONTRACT

AIS - OMNIA COOPERATIVE
CONTRACT

HAWORTH STATE OF MICHIGAN
MIDEAL SEATING CONTRACT

Thank you for the opportunity to quote on your requirements.
Quote valid for 15 days.
DEPOSIT REQUIRED

11,272.00

SUBTOTAL....:

22,543.12

ACCEPTED BY _____
DATE ACCEPTED _____

TOTAL.....:

=====

22,543.12

PAGE 8 OF 8

TERMS AND CONDITIONS

1. This Proposal is not a binding order unless signed by an authorized representative of the Buyer and accepted by a Manager at INTERIOR SYSTEMS CONTRACT GROUP INC. ("ISCG").
2. If requested by ISCG, the Buyer agrees to provide reasonable financial information necessary to approve credit. ISCG reserves the right to modify the terms of this Proposal, including deposit requirement, based on the information obtained.
3. The Buyer warrants that any financial information provided to ISCG is true and correct.
4. Product purchased on this Proposal is not cancelable or returnable.
5. All imposed tariffs assessed after order placement, and applicable sales and use taxes will be added at the time of invoicing and are the responsibility of the Buyer.
6. The Buyer agrees to ISCG's NET 30 payment terms. Payment in full is required on all delivered product. Payment for incorrect, or damaged product, may be withheld until issue is resolved or product replacement is delivered. Should Buyer be unable to accept delivery when product is available, Buyer agrees to be invoiced and ISCG will warehouse product for 30 days at no charge.
7. In the event of construction delays, or other causes not within ISCG's control, force postponement of the delivery and/or installation beyond 30 days, the products will be stored until installation can take place. The products will be considered accepted by the Buyer for purposes of invoicing and payment. The Buyer agrees to pay any reasonable storage charges incurred.
8. In the case of partial deliveries, the Buyer will accept invoice for all products delivered.
9. Delivery and installation will be made during normal business hours utilizing non-union labor. Buyer agrees to pay any additional charges resulting from overtime work, and/or union labor, performed at the Buyer's request.
10. Interest will be charged at the higher of 18% per annum, or the maximum rate permitted by law, on all past due amounts.
11. Buyer grants ISCG a security interest in the products described in this Proposal until full payment has been received. Buyer agrees to keep product free and clear of all claims and liens until ISCG has been paid in full.
12. ISCG is authorized to file a UCC-1 to further protect its security interest in any unpaid products.
13. Buyer understands and agrees that ISCG is not responsible for a manufacturer's inability to meet their estimated or expected ship dates. There is no offset, or other price reduction, due to a manufacturer delay.
14. Buyer must provide a free and clear job site during the installation. Elevator service and adequate facilities for offloading, staging, moving, and handling of products must also be provided by the Buyer and without charge to ISCG. The Buyer is responsible for securing all necessary building permits.
15. Buyer is responsible for any damage to, or loss of, products after delivery. Until ISCG has been paid in full, Buyer shall maintain a policy of fire, and extended coverage insurance, on the full value of all products with loss payable to ISCG.
16. ISCG assigns all rights derived from the manufacturer's warranties to Buyer to the extent such rights are assignable. There are no other warranties, or extended warranties, provided as part of this Proposal.
17. Any controversy or claim arising out of, or relating to, this Proposal and Terms and/or Conditions, or any breach thereof, shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court.
18. Buyer agrees to pay ISCG's attorney's fee and all other costs incurred in the enforcement of these Terms and Conditions.
19. The use of VISA, MasterCard or American Express for deposits and/or invoice payments, above \$2,000, will be assessed an additional fee equal to 2.0% of the amount charged.
20. The Proposal and Terms and Conditions represent the entire Agreement between Buyer and ISCG and may not be changed without ISCG Management's written authorization.

12/14/18



Planterra®
CORPORATION

Proposal #5542

Date: 7/10/2024

QUOTE EXP: 8/10/2024

Contact: Zach Pliska

Phone: (248) 819-8698

Email: zpliska@planterra.com

Customer:

Tiffany Nawrocki
City of Warren
One City Square
4th Floor
Warren, MI 48093-5289
tnawrocki@cityofwarren.org

Property:

City of Warren
One City Square
Warren, MI 48093-5289

Standard Horticulture Service

Description of Services	Monthly Cost	Annual Cost
Horticulture Maintenance	\$218.92	\$2,627.04
Bromeliad Rotation	\$149.54	\$1,794.48
Maintenance Price	\$368.46	\$4,421.52

Monthly Amount: \$360.00 + tax

Horticultural Services Agreement

Thank you for choosing Planterra to provide horticultural services to your site located at: One City Square, Warren, MI 48093-5289.

The plants and services are described in the attached proposal #5542. This proposal is valid through the next thirty days.

Your plants will be maintained by Planterra's team of horticultural experts.

The fee for recurring maintenance services is \$360.00 per month, plus applicable taxes. The initial term of this agreement is for 2 years from the first date of service. The agreement shall be automatically renewed if not cancelled in writing by either party delivered to the other within 30 days before the expiration of the current term. After the first 12 months of service, the fee shall be increased annually by 3.8% or the Consumer Price Index (CPI) percentage published by the US Bureau of Labor Statistics, whichever is higher. The fee for a renewal term shall be the same as the fee for the prior term plus cumulative annual increases unless Planterra has notified the client of a different rate more 60 days prior to the expiration of the current term.

Limited Warranty

The plant inventory listed on the attached proposal is covered by the Limited Warranty, except plants noted on the inventory as "Excluded." If these plants die or decline while under the care of Planterra during the covered term, the affected plants will at no additional cost to Client be replaced with like plants. The warranty is void on the expiration of the Horticultural Service Agreement or if the plants are damaged due to circumstances or conditions beyond Planterra's control. Examples of circumstances beyond Planterra's control include denial of site access to service the plants, theft, vandalism, accidental damage by others, exposure to chemicals toxic to plant life, plants are moved or care by other than a Planterra representative, light levels drop below the requirements to sustain plant life, or temperatures fall below 40 degrees Fahrenheit for more than 2 hours or above 90 degrees for more than 24 hours. Plants which exceed 10 feet in height, one-of-a-kind plants labeled as "Specimen," personal plants not purchased from Planterra, and plants installed on the exterior are excluded from the Limited Warranty. Plants requiring replacement that are excluded by the terms of this Limited Warranty will be proposed and invoiced at current retail value.

Early Termination

In the event of a contractual breach, the non-breaching party may terminate this agreement according to these terms. If

Planterra is in breach of performance, Planterra shall have 60 days from date of receiving written notice from Client to correct the issue to the Client's satisfaction, if the breach is not corrected satisfactorily then Client may terminate this agreement with a written 30-day notice. If Client wishes to terminate early without cause, then Client may provide a written 60-day notice and pay Planterra an early termination fee calculated at 75% of the remaining term beyond 60-days.

Scope of Services:

Horticulture Maintenance Service

This includes watering, grooming, keeping the plants cleaned, fertilizing, monitoring for pests and diseases, and replacing plants under the terms of the Limited Warranty to maintain beautiful and healthy-looking plants. Horticultural Maintenance does not include Special Services unless the itemized.

Additional Details

Horticulture Maintenance

Care of live plant inventory, including watering, fertilizing, and grooming of plants listed on proposal. Replacement of plants covered by the terms in Planterra's Limited Warranty.

Bromeliad Rotation

Live bromeliads are exchanged quarterly. Requests for specific colors will be honored but not guaranteed. Varieties are subject to availability, substitutions may apply.

By _____

Shane Pliska, President

Date 7/10/2024

Planterra

By _____

Date _____

City of Warren

Terms & Conditions

TERM. The initial term of the agreement is for the duration stated on the invoice or proposal. The term of each agreement is automatically renewed if not cancelled in writing by either party delivered to the other within thirty (30) days before the expiration of the current term. The monthly/yearly fee for a renewal term shall be the fee for the prior term unless Planterra has notified the client of a different rate more than forty-five (45) days prior to the expiration of the current term and the client does not exercise its right to terminate the agreement.

RENTED ITEMS. All items described on the related invoice or proposal as rented are and shall remain the property of Planterra. Planterra may remove rented items from the premises within thirty (30) days of the expiration of the subject agreement.

PAYMENTS AND DEPOSITS. Unless otherwise agreed in writing, payment is due monthly/yearly in advance upon receipt of days of the invoice date will bear interest at the rate of one and one-half (1 ½ %) per month or the maximum rate permitted by law, whichever is less. Client will pay all court costs, actual attorney fees, and other costs incurred by Planterra in collecting past-due amounts, including interest. There is a processing fee of \$2.50 per invoice for invoices which are required to be submitted using a web-based submission method or other method. All costs Planterra incurs to enroll or take part in vendor, security clearance or other programs shall be paid by the client. Planterra may discontinue discounted or promotional pricing at its sole discretion.

LIMITED WARRANTY – DISCLAIMER OF WARRANTIES. There is a limited warranty for plants provided by Planterra. If the plants provided by Planterra are dying or diseased Planterra will at no additional cost replace the affected plants with plants equivalent or better than initially installed. The warranty is void on the expiration of the horticultural service agreement or if the plants are plant care by other than Planterra personnel, Planterra being denied access to service the plants, theft, vandalism, accidental damage by others, light levels below the levels required to sustain plants, exposure to chemicals or cleaning agents toxic to plant life, or temperatures below 50 degrees Fahrenheit for more than 2 hours or above 90 degrees for more than 24 hours. Plants purchased without a service agreement are not warranted, except Planterra will replace dying or diseased plants within fourteen (14) days following purchase.

PLANTERRA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE PRODUCTS OR SERVICES PROVIDED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED. IN NO EVENT WILL PLANTERRA BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN REGARD TO THE PRODUCTS OR SERVICES PROVIDED.

SITE ACCESS AND SITE CONDITIONS. Commercial clients will provide Planterra access to the site from 8 am to 5 pm Monday to Friday, weekends and holidays excepted, and may reasonably restrict access from time to time on prior written notice to Planterra. The schedule set for access to residential sites will not be changed unless mutually agreed in writing in advance. There is due to the site being closed when Planterra should otherwise have had access to the site. Monthly service charges will not be prorated or credited for service that was not performed due to the site not being accessible by Planterra at the agreed times. Plants damaged or dirty displays or plants, such as but not limited to construction dust and/or debris from a special event, the client will pay the actual costs incurred to replace or clean the display or plants. Planterra is not responsible for any damages caused to the site by water or leaking from containers, built-in planters or irrigation systems. Planterra is not responsible for any damage to any client owned containers, vases, accoutrements and décor items. Planterra is authorized for the term of this Agreement to use biological controls and/or pesticides on the site.

DEFAULT AND REMEDIES. Planterra may terminate any agreement breached by client effective on notice to the client and apply so much of any unearned security deposit or prepayment as it determines is reasonable to compensate it for damages incurred due default is to enforce the agreement. The exclusive venue for any lawsuit brought by any party shall be the 48th District Court or Oakland County Circuit Court, State of Michigan.

MISCELLANEOUS. The proposal for services, invoice and these terms and conditions are the entire agreement between the may not be modified except in a writing signed by all parties. The agreement will be governed by and construed in accordance with the laws of the State of Michigan. Each signatory represents that it has all requisite authority to execute the subject agreement on behalf of its principal and that the subject agreement is fully enforceable against the principal in accordance with its terms.

July 18, 2024



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

DIVISION OF BUILDING MAINTENANCE

ONE CITY SQUARE, SUITE 105
WARREN, MI 48093-2388
(586) 574-4508
FAX (586) 574-4513
www.cityofwarren.org

Re: Generator Maintenance City Hall

The Building Maintenance Division is requesting the Downtown Development Authority to authorize funding for the emergency generator repairs for Warren City Hall. The maintenance of the generator is necessary in order to avoid halting the day-to-day operations of Warren City Hall in case of emergencies.

Michigan CAT located at 24800 Novi Road Novi, Michigan 48375 is the sole provider for this service. Michigan CAT is the only company that is able to perform proper calibration and programming to ensure the generator will work properly. It was necessary to replace the breaker and control panel, both of which have failed.

Project details are as follows:

Company Name: **Michigan CAT 24800 Novi Road Novi, Michigan 48375**
Bid Number: **#TRI-W-1191 (Sourcewell Cooperative Contract #092222-CAT)**
Requested Amount: **\$23,768.92**
GL Account Number: **#494-9494-97400**

Attached, please find the quote from Michigan CAT in the amount of \$23,768.92 for the repairs of the generator for Warren City Hall.

The Building Maintenance Division is asking for the Downtown Development Authority to provide funding in the amount of **\$23,768.92** for this essential project. Please find all supporting documents including the bid tabulation attached.

If you have any questions, or require any additional information, please contact me on extension 4508.

Thank you for your consideration.

Sincerely,

Jeff Reeves
Building Maintenance Superintendent

Read and Concur,

Craig Treppa
Purchasing Agent



24800 Novi Road
Novi, Michigan 48375

REMIT TO: Michigan CAT
Dept.# 77576
P.O. BOX 77000
Detroit, Michigan 48277-0576

To view and pay invoices online, go to:
<https://secure.billtrust.com/Macallister/ig/signin>

Account Number: 26228
CUSTOMER QUOTE

24800 Novi Road
Novi, Michigan 48375
Phone: 248-349-4800

CITY OF WARREN CONTROL NUMBER 57600
1 CITY SQUARE STE 425
WARREN MI 48093

SHIP TO
CITY OF WARREN CONTROL NUMBER 57600
1 CITY SQUARE STE 425
WARREN MI 48093

QUOTE NUMBER	REVISION	QUOTE DATE	EXPIRATION DATE	CUSTOMER PO NUMBER		PAGE
33054	2	07/23/2024	08/16/2024			1 OF 2
MAKE	MODEL	EQUIPMENT NUMBER	SERIAL NUMBER	METER READING	SHIP VIA	TAX
CATERPILLAR	3456 PKG		0C3G00196	0		MI
QUANTITY	ITEM	DESCRIPTION		UNIT PRICE	EXTENSION	

SEG. 1 / REPLACE / CONTROL CONSOLE

Replace EMCP 2+ with EMCP 4.2B

SEGMENT 1 SEGMENT TOTAL (FLAT-RATE) 19,438.75

SEG. 2 / TEST / GENERATOR

Test generator & perform load bank

SEGMENT 2 SEGMENT TOTAL (FLAT-RATE) 1,243.55

SEG. 3 / INSTALL / CONDITION MONITORING

Install CAT Connect PL444

PARTS

3	3T0849	SCREW
3	6V8225	NUT
1	9G2731	HOLDER AS
3	9X8267	WASHER
1	2620389	FUSE
1	6049580	CONTROL GP ##SEE NOTES##
1	6101015	HARNESS AS

SEGMENT 3 SEGMENT TOTAL (FLAT-RATE) 783.99

SEG. 4 / INSTALL / CONDITION MONITORING

CAT Discount

MISCELLANEOUS
1 CAT Discount

-275.00 -275.00

SEGMENT 4 TOTAL MISC. CHARGES -275.00

TOTAL TAXABLE MISC. CHARGES -275.00

SEGMENT TOTAL -275.00



24800 Novi Road
Novi, Michigan 48375

REMIT TO: **Michigan CAT**
Dept.# 77576
P.O. BOX 77000
Detroit, Michigan 48277-0576

To view and pay invoices online, go to:
<https://secure.billtrust.com/Macallister/ig/signin>

Account Number: 26228
CUSTOMER QUOTE

24800 Novi Road
Novi, Michigan 48375
Phone: 248-349-4800

CITY OF WARREN CONTROL NUMBER 57600
1 CITY SQUARE STE 425
WARREN MI 48093

SHIP TO
CITY OF WARREN CONTROL NUMBER 57600
1 CITY SQUARE STE 425
WARREN MI 48093

QUOTE NUMBER	REVISION	QUOTE DATE	EXPIRATION DATE	CUSTOMER PO NUMBER	PAGE
33054	2	07/23/2024	08/16/2024		2 OF 2
QUANTITY	ITEM	DESCRIPTION		UNIT PRICE	EXTENSION

SEG. 5 / TRAVEL TO/FROM / TRAVEL LABOR

Travel to and from site

SEGMENT 5 SEGMENT TOTAL (FLAT-RATE) 1,106.00

SUBTOTAL BEFORE TAXES **22,297.29**

Truck Use Charge 1,471.63

Environmental charge 0.00

Michigan Non-taxable Sales to Government and Non-profit Groups 0.00

The terms and conditions found at www.macallister.com/serviceterms ("Service Terms") are incorporated herein by this reference and apply to the provision of Services by MacAllister (as defined in the Service Terms). Please read carefully. This agreement includes an indemnification clause, a jury waiver, warranty disclaimers, and limitations of liability. By approving the Work Order orally, in writing, or otherwise, accepting or using the Equipment after the Services are performed, or making payment(s) to MacAllister for or related to the Services, Customer agrees to be bound by the Service Terms, even if this form has not been fully executed.

Submitted by: Jesse Joseph
Voice: 3136007859
Email: Jesse.joseph@michigancat.com

TOTAL	23,768.92
--------------	------------------

Customer Signature

Date



**CONSULTING
GROUP**

July 29, 2024

Ms. Tina G. Gapshes, PE
City Engineer
City of Warren
One City Square, Suite 300
Warren, Michigan 48093

RE: Proposal for Phase I Environmental Site Assessment
8777 Common Road - Warren, Michigan
G2 Project No. 240657

Dear Mr. Gapshes:

G2 Consulting Group, LLC (G2) is pleased to respond to your request for our proposal for environmental services to perform a Phase I Environmental Site Assessment for the subject property located at 8777 Common Road, Warren, Macomb County, Michigan. The subject property is situated at the northeastern corner of Kennedy Circle and Common Road. The approximate 5.27- acre subject property is currently occupied by one institutional building of approximately 22,900- square feet in size.

The subject property is comprised of two contiguous parcels of land with the following Parcel Identification Numbers (PIN) of 12- 13- 10- 183- 005 and 12- 13- 10- 183- 001, with the current owners being identified as De La Salle Collegiate High School. Adjoining the subject property is other institutional and municipal properties along with multi- family and single- family residential developments.

The client shall provide the subject property owner contact information. The client shall provide property owner and tenant contact information to allow for access to the subject property and to perform an owner interview and tenant interview.

The purpose of the Phase I ESA is to ascertain the present risk of significant contamination of the soils or groundwater within the subject property. G2 will also determine whether there are apparent indications, through visual inspections and regulatory record search, of improper handling, storage, or disposal of hazardous materials. Our assessment will also include a visual reconnaissance of adjoining properties to identify potential contaminant sources, which may adversely affect the subject property. The purpose of the investigation is to conduct an "all appropriate inquiry" into the ownership and uses of the property.

SCOPE OF SERVICES

We propose the following scope of services for the environmental consulting services associated with the The scope of work for G2's Phase I ESA will be performed in general accordance with ASTM E1527- 21. Additionally, the User will need to complete a G2 provided User Questionnaire prior to the commencement of the work. G2 proposes the following scope of services for the Phase I Environmental Site Assessment:

- Conduct a site visit of the subject and adjoining properties. The visit provides a visual inspection of the land and ascertains the risk or likelihood of environmental contamination.

Review the current federal, state, tribal, and local databases listing sites with potential, known, or suspected environmental contamination in accordance with ASTM requirements.
- Documented contamination sites located in close proximity to the subject site property will be identified and a discussion of the anticipated impact will be reported.

g2consultinggroup.com

Headquarters	1866 Woodlee St	Troy, MI 48063	P 248.680.0400	F 248.680.9745
Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

- G2 will inquire at appropriate local government agencies to determine if the subject property or adjoining properties have been used for disposal of hazardous or non-hazardous waste or have been cited for any environmental violations or complaints.
- Review reasonably ascertainable historical information for the subject site, including historical aerial photographs, Sanborn Fire Insurance Maps, USGS 7.5 Minute topographic maps, and property tax files.

An electronic Phase I ESA for the subject property will be prepared documenting the assessment findings along with an evaluation of risk for environmental contamination and our recommendations regarding further action at the site, if any. The above scope of work does not include any environmental drilling or sampling of soil or groundwater associated with a Phase II ESA. Due to the COVID-19 pandemic, many government entities have suspended or are delaying Freedom of Information Act (FOIA) requests in an effort to combat the pandemic. Although G2 will submit FOIA requests, any denials or extensive extensions, in the professional judgement of G2, may be considered limitations and/or data gaps.

PROJECT FEES AND SCHEDULE

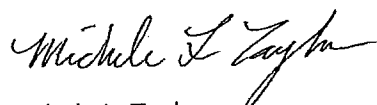
An electronic copy of G2's **Phase I ESA** report will be presented within an expedited timeframe of 20 business days of receiving written notification to proceed and site access, with the agreed upon fixed fee of **\$2,600.00**. These fees do not include municipality/regulatory file review assessed fees, additional meetings, consultations, collection of any type of samples, hard copies of the report, or G2 obtaining Chain-of-Title work. These meetings, sampling events, and consultations would be charged on a time and materials basis. Please note that G2's report will be delivered electronically. Should client require hard copies of the report, an additional fee of \$125.00 per copy will apply.

TERMS AND CONDITIONS

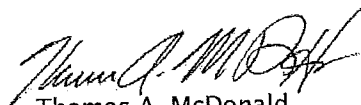
General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of the proposal executed by an authorized representative of the party responsible for payment of services and return it to G2. A signed copy of this proposal must be received before work is initiated. The prices discussed in this proposal remain valid for a period of 30 days from the date of this proposal. After 30 days, we reserve the right to revise our prices. If there are any questions regarding the proposal, please contact us at 248.680.0400 or tmcdonald@g2consultinggroup.com.

Respectfully,

G2 Consulting Group, LLC



Michele L. Taylor
Environmental Scientist



Thomas A. McDonald
Project Manager

MLT/TAM/crs

Encl: Fee Schedule
General Conditions

ACCEPTED FOR THE CITY OF WARREN:

BY: _____ DATE: _____



CONSULTING
GROUP

July 31, 2024

Ms. Tina G. Gapshes, PE
City Engineer
City of Warren
One City Square, Suite 300
Warren, Michigan 48093

RE: Proposal for Phase I Environmental Site Assessment
29901 S. Civic Center Blvd – Warren, Michigan
G2 Project No. 240672

Dear Mr. Gapshes:

G2 Consulting Group, LLC (G2) is pleased to respond to your request for our proposal for environmental services to perform a Phase I Environmental Site Assessment for the former Warren Racquetball and Fitness property located at 29901 S. Civic Center Blvd, Warren, Macomb County, Michigan. The subject property is rectangular in shape and is approximately 1.0297- acres in sizes and is occupied by a 23- foot tall commercial building of approximately 17,847- square feet in size. The subject property is currently owned by Holiday Garden Apts and has a Parcel Identification Number (PIN) of 12- 13- 10- 301- 005. Adjoining the subject property are commercial and municipal properties.

The client shall provide the subject property owner contact information. The client shall provide property owner and tenant contact information to allow for access to the subject property and to perform an owner interview and tenant interview.

The purpose of the Phase I ESA is to ascertain the present risk of significant contamination of the soils or groundwater within the subject property. G2 will also determine whether there are apparent indications, through visual inspections and regulatory record search, of improper handling, storage, or disposal of hazardous materials. Our assessment will also include a visual reconnaissance of adjoining properties to identify potential contaminant sources, which may adversely affect the subject property. The purpose of the investigation is to conduct an “all appropriate inquiry” into the ownership and uses of the property.

SCOPE OF SERVICES

We propose the following scope of services for the environmental consulting services associated with the The scope of work for G2’s Phase I ESA will be performed in general accordance with ASTM E1527- 21. Additionally, the User will need to complete a G2 provided User Questionnaire prior to the commencement of the work. G2 proposes the following scope of services for the Phase I Environmental Site Assessment:

- Conduct a site visit of the subject and adjoining properties. The visit provides a visual inspection of the land and ascertains the risk or likelihood of environmental contamination.

Review the current federal, state, tribal, and local databases listing sites with potential, known, or suspected environmental contamination in accordance with ASTM requirements.
- Documented contamination sites located in close proximity to the subject site property will be identified and a discussion of the anticipated impact will be reported.
- G2 will inquire at appropriate local government agencies to determine if the subject property or

g2consultinggroup.com

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Ann Arbor	1350 Eisenhower Pl	Ann Arbor, MI 48108	P 734.390.9330	F 734.390.9331
Chicagoland	1186 Heather Dr	Lake Zurich, IL 60047	P 847.353.8740	F 847.353.8742

adjoining properties have been used for disposal of hazardous or non-hazardous waste or have been cited for any environmental violations or complaints.

- Review reasonably ascertainable historical information for the subject site, including historical aerial photographs, Sanborn Fire Insurance Maps, USGS 7.5 Minute topographic maps, and property tax files.

An electronic Phase I ESA for the subject property will be prepared documenting the assessment findings along with an evaluation of risk for environmental contamination and our recommendations regarding further action at the site, if any. The above scope of work does not include any environmental drilling or sampling of soil or groundwater associated with a Phase II ESA. Due to the COVID-19 pandemic, many government entities have suspended or are delaying Freedom of Information Act (FOIA) requests in an effort to combat the pandemic. Although G2 will submit FOIA requests, any denials or extensive extensions, in the professional judgement of G2, may be considered limitations and/or data gaps.

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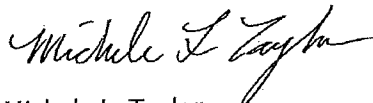
An electronic copy of G2's **Phase I ESA** report will be presented within an expedited timeframe of 20 business days of receiving written notification to proceed and site access, with the agreed upon fixed fee of **\$2,600.00**. These fees do not include municipality/regulatory file review assessed fees, additional meetings, consultations, collection of any type of samples, hard copies of the report, or G2 obtaining Chain-of-Title work. These meetings, sampling events, and consultations would be charged on a time and materials basis. Please note that G2's report will be delivered electronically. Should client require hard copies of the report, an additional fee of \$125.00 per copy will apply.

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General conditions relating to the performance of our services are presented in the attached General Conditions and are made part of this proposal. As authorization to proceed, please have one copy of the proposal executed by an authorized representative of the party responsible for payment of services and return it to G2. A signed copy of this proposal must be received before work is initiated. The prices discussed in this proposal remain valid for a period of 30 days from the date of this proposal. After 30 days, we reserve the right to revise our prices. If there are any questions regarding the proposal, please contact us at 248.680.0400 or tmcdonald@g2consultinggroup.com.


Respectfully,

G2 Consulting Group, LLC



Michele L. Taylor
Environmental Scientist

MLT/TAM/crs



Thomas A. McDonald
Project Manager

ACCEPTED FOR THE CITY OF WARREN:

BY: _____ DATE: _____

Registration Now Open for IEDC's 2024 Annual Conference in Denver

Published Monday, June 17, 2024
by International Economic Development Council

Washington, D.C., June 17, 2024 – The International Economic Development Council (IEDC), a non-profit, non-partisan membership organization serving economic developers, is thrilled to announce that registration is now open for the IEDC 2024 Annual Conference, taking place from September 15-18 in Denver, Colorado. This year's conference promises to be an extraordinary gathering of changemakers, visionaries, influencers, disruptors, and developers from around the globe.

Join the Movement:



Calling all economic development practitioners and thought leaders! Your community, region, country, and world need you in Denver to join forces with thousands of your peers. The IEDC 2024 Annual Conference is more than just a standard gathering; it's the premier event to elevate our profession, making economic development one of the

world's most recognized, understood, and respected fields.

Celebrate Economic Development Heroes:

This year, we celebrate and champion the unsung heroes of economic development. By spotlighting the innovative work of economic development superheroes, we aim to inspire and equip attendees with the tools and knowledge to drive positive change and innovation in their communities.

Why Attend:

- **Get Inspired:** Hear from leading experts and pioneers in economic development who will share their success stories and innovative approaches.
- **Network with Attendees:** Connect with thousands of economic development professionals from around the world, fostering valuable relationships and partnerships.
- **Engage in Hands-On Sessions:** Participate in sessions and workshops designed to provide practical insights and strategies to elevate your community and profession.

Elevate Your Profession:

This is your team's opportunity to unleash your inner economic development superheroes and elevate the economic development profession to new heights in the Mile High City. Don't miss out on the chance to be part of this transformative event.

Register Today:

Secure your spot at the 2024 IEDC Annual Conference in Denver, CO, from September 15-18. Visit www.iedconline.org/Denver to register and for more information about the conference schedule, speakers, and special events.

Join us in Denver to celebrate and champion the future of economic development!

About the International Economic Development Council (IEDC)

The International Economic Development Council (IEDC) is a non-profit, non-partisan membership organization serving economic developers. With more than 4,300 members, IEDC is the largest organization of its kind. Economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth and provide a stable tax base. From public to private, rural to urban, and local to international, IEDC's members engage in the full range of economic development practices. Given the breadth of economic development work, our members are employed in various settings, including local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions. When we succeed, our members create high-quality jobs, develop vibrant communities, and improve the quality of life in their regions. Learn more at: www.iedconline.org.



INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL

IEDC 2024 Annual Conference

Program At-a-Glance

*Note: The program is subject to changes and and only includes events open to all conference attendees.
Learn more and register at www.iedconline.org/Denver.*

Friday, September 13, 2024

8:30 AM – 6:00 PM MT Technology-Led Economic Development Training Course*

Saturday, September 14, 2024

8:30 AM – 4:30 PM MT Technology-Led Economic Development Training Course*

Sunday, September 15, 2024

8:00 AM – 10:00 AM MT	International Advisory Committee Meeting
	Higher Education Advisory Committee Meeting
	Education and Certification Advisory Committee Meeting
9:00 AM – 10:00 AM MT	Sustainability Advisory Committee Meeting
9:00 AM – 6:00 PM MT	Registration Open
10:30 AM – 12:00 PM MT	Excellence in Economic Development Awards Advisory Committee Meeting
	Marketing Advisory Committee Meeting
	Basic Economic Developer Course (BEDC) Advisory Committee Meeting
	Public Policy Advisory Committee Meeting
	RE2D Advisory Committee Meeting
	AEDO Advisory Committee Meeting
11:15 AM – 12:15 PM MT	First-Time Attendee Orientation

(\$\$) Indicates payment is required. This event is an add-on to registration for the conference.

* Indicates registration is required. This event is an add-on to registration for the conference.

Sunday, September 15, 2024 (Cont.)

12:45 PM – 3:45 PM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • AI Workshops • Workforce Workshops • Young Scholars and Emerging Leaders Workshop on Housing, Sustainable Cities and Regional Economic Sustainability
1:00 PM – 7:30 PM MT	Exhibit Hall Open
1:00 PM – 4:00 PM MT	Exhibit Hall Opening Festivities
1:30 PM – 2:30 PM MT	Statewide and Regional EDO Meeting Emerging Leaders Advisory Committee Meeting Membership Development Advisory Committee Meeting Emerging Leaders Member Benefits Roundtable
2:00 PM – 3:00 PM MT	Localintel Learning Lab
2:45 PM – 3:45 PM MT	Annual Meeting of the Accredited Economic Development Organizations (AEDO)
4:00 PM – 5:30 PM MT	Conference Kickoff - Opening Plenary Session
5:30 PM – 7:00 PM MT	Chair's Reception
7:00 PM – 9:00 PM MT	International Dinner (\$\$)*
7:00 PM – 9:00 PM MT	Emerging Leaders Reception (\$\$)*

Monday, September 16, 2024

7:00 AM – 5:30 PM MT	Exhibit Hall Open Registration Open
7:15 AM – 8:00 AM MT	Networking Breakfast
8:00 AM – 9:30 AM MT	Monday Morning Plenary Session
9:30 AM – 10:00 AM MT	Tour Check-in
9:30 AM – 12:00 PM MT	Denver International Airport Bus Tour (\$\$)*

(\$\$) Indicates payment is required. This event is an add-on to registration for the conference.

* Indicates registration is required. This event is an add-on to registration for the conference.

Monday, September 16, 2024 (Cont.)

10:00 AM – 1:00 PM MT	Colorado State University Spur and National Western Redevelopment Bus Tour (\$\$)*
10:00 AM – 11:00 AM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • ResearchFDI Sponsored Session • Lightcast.io Sponsored Session • Best Practices in Marketing Missions – From Planning, Research, Execution and Follow-Up • Effective Utilization of Dashboards and Artificial Intelligence (AI) for Charting Workforce Needs and Economic Development • Overcoming Barriers to Increase Generational Wealth in Jacksonville • Crafting Climate Change Strategy in Conservative Regions
11:00 AM – 11:30 AM MT	Networking and Coffee Break
11:30 AM – 12:30 PM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • Overcoming Small Town Divisiveness with Powerful Collaborations • Teachers as Frontline Economic Developers • The Power of Marketing Plans • AI-Driven Target Industry Dashboard • IGNITE: Solutions to Solving the Housing Crisis • IEDC's Equitable Future Forward Strategies Toolkit
12:30 PM – 2:00 PM MT	Women of Economic Development Lunch (\$\$)*
12:00 PM – 1:30 PM MT	Economic Development Research Partners (EDRP) Lunch
1:00 PM – 2:00 PM MT	Emerging Leaders Networking Lunch* BluDot Sponsored Lunch and Learn Hunden Partners Sponsored Lunch and Learn Defining Issues Lunch (\$\$)*
1:00 PM – 2:00 PM MT	AEDO Information Session
2:00 PM – 4:00 PM MT	Ethics in Economic Development Workshop*

(\$\$) Indicates payment is required. This event is an add-on to registration for the conference.

* Indicates registration is required. This event is an add-on to registration for the conference.

Monday, September 16, 2024 (Cont.)

2:15 PM – 3:15 PM MT	Plenary Townhall: U.S. Presidential Candidates Positions on Economic Development Policy
3:45 PM – 4:45 PM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • Amazon Sponsored Session • Universities, States and Private Sector VCs: New Models of Collaboration Emerging to Support Entrepreneurship • Best Practices in Rural Sustainable Economies • Unlocking Superhero Strategies in Small Hispanic Communities • Building Small Business Ecosystems to Accelerate Local “Homegrown Housing” Production • Climate Resilience Opportunities
4:00 PM – 5:00 PM MT	Member Benefits Focus Group
5:00 PM – 6:00 PM MT	Ice Cream Social
5:45 PM – 6:00 PM MT	Tour Check-in
6:00 PM – 9:00 PM MT	Denver After Dark Walking Tour (\$\$)*
7:30 PM – 9:30 PM MT	LGBTQIA+ and Friends Reception*

Tuesday, September 17, 2024

7:00 AM – 11:30 AM MT	Exhibit Hall Open
7:00 AM – 6:00 PM MT	Registration Open
7:15 AM – 8:15 AM MT	Networking Breakfast
8:15 AM – 9:45 AM MT	Tuesday Morning Plenary Session
9:45 AM – 10:00 AM MT	Tour Check-in
10:00 AM – 11:30 AM MT	Fitzsimons Innovation Community Bus Tour (\$\$)*
10:00 AM – 11:30 AM MT	Certified Economic Developer (CEcD) Exam Essentials Workshop*

(\$\$) Indicates payment is required. This event is an add-on to registration for the conference.

* Indicates registration is required. This event is an add-on to registration for the conference.

Tuesday, September 17, 2024 (Cont.)

10:00 AM – 11:00 AM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • EDOs and DMOs Can They Co-Exist? • EDO Muck-Ups and Failures • IEDC's Book Club • Connecting Local Leaders with Federal Infrastructure Hub Funding • Climate Resilience Opportunities
11:00 AM – 11:30 AM MT	Networking and Coffee Break
11:30 AM – 12:30 PM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • What is the Fastest Path Forward for Black Entrepreneurs: Two Views • Best Practices in Rural Sustainable Economies • A Model for Sustainable, Indigenous-Based Economic Development • Plugging into Hydrogen Hubs, EVs, and the Carbon Economy
12:30 PM – 2:00 PM MT	Keynote Luncheon
1:45 PM – 2:00 PM MT	Tour Check-in
2:00 PM – 4:00 PM MT	Arts and Culture Scientific and Cultural Facilities District Walking Tour (\$\$)*
2:00 PM – 5:00 PM MT	National Renewable Energy Laboratory (NREL) and The Global Energy Park (Glo Park) Bus Tour (\$\$)*
2:15 PM – 3:15 PM MT	Concurrent Breakout Sessions <ul style="list-style-type: none"> • Development Counsellors International (DCI) Sponsored Session • The Case for New Metrics in Entrepreneurship-Led Economic Development • The Benefits and Challenges of Data Centers for Small Cities and Towns • Women in Economic Development • Crafting Cultural Narratives • Business Wraparound Services as an Economic Development Strategy
3:15 PM – 3:45 PM MT	Networking and Coffee Break

(\$\$) Indicates payment is required. This event is an add-on to registration for the conference.

* Indicates registration is required. This event is an add-on to registration for the conference.

Tuesday, September 17, 2024 (Cont.)

3:45 PM – 4:45 PM MT

Concurrent Breakout Sessions

- The Trillion-Dollar Economic Opportunity
- What's the Big Idea? Pecha Kucha Style
- Strategies to Bolster Local Assets and Align with Regional Opportunities

5:00 PM – 6:00 PM MT

CEcD Mentorship and Networking Mixer

Revby Learning Lab

6:00 PM – 8:00 PM MT

Closing Reception

Wednesday, September 18, 2024

7:15 AM – 8:15 AM MT

Networking Breakfast

8:30 AM – 9:30 AM MT

The Unconference: Breakfast Bar Camp – IEDC X Denver
Startup Week

10:00 AM – 11:00 AM MT

Concurrent Breakout Sessions

- The Power of Generosity
- Trends in Industrial Development

11:15 AM – 12:30 PM MT

Closing Plenary Session – Site Selectors



WARREN FIRE DEPARTMENT

23295 Schoenherr
Warren, MI 48089
(586) 756-2800
www.cityofwarren.org

MEMO TO: Mark Knapp, Assistant City Controller
FROM: MIS Specialist Bill Alter
DATE: July 10, 2024
SUBJECT: Request to Purchase Bryx Station Alerting System

Mark:

As you are aware the emergency run notification systems currently located in the fire stations are extremely outdated and obsolete. Essentially, we are operating on "borrowed time." If any of these systems fail, we are unable to get any parts or service. It's imperative we have a fully functioning and safe alerting system so we can properly notify our responders when an emergency occurs.

Fire Administration staff has completed an RFP process and visited multiple fire departments in the area to see what they are using. We have decided to recommend the Bryx Station Alerting System. This system is being used in many fire departments in the area and they have been very happy with the results. This system features traditional "heart smart" audio for alerting along with visual indicators. This system also features a station board which can be displayed on multiple TV's around the station giving real-time run information and other data.

The Bryx System is cloud-based and features a free mobile application, which our department has been using since 2018 and has been very successful in providing real-time run information to our emergency crews no matter where they are.

Since the Bryx System is cloud-based it requires constant internet access. The system has cellular redundancy in the event of an internet outage. If both internet sources fail, the alerting device can be triggered by our two-way radio system.

The Bryx Station Alerting System is very expandable and can integrate with many other devices such as garage door openers and doorbell systems. This new system will allow for text to speech of dispatch information. This will allow the 911 dispatcher to enter the run information, assign the appropriate units, and dispatch them. The Bryx System will process the information and talk over the radio talk group. This will help alleviate some workload in the Warren 911 Dispatch Center.

The Bryx Station Alerting System is the only fire station alerting system that is able to integrate with CLEMIS. CLEMIS is our CAD/RMS systems used by all emergency responders in the City of Warren.

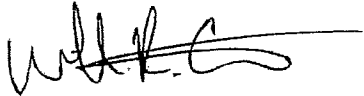
The MIS Division is requesting the purchase of the Bryx Station Alerting System to be installed in all of our facilities, including the two new fire stations currently under construction. The systems that would be installed in the current stations 1 and 5 would be temporary and easily transferred to the new fire stations 1 and 5. Five (5) years of service and maintenance are included in the total project cost. The total cost includes all hardware and installation. The total cost for this project is detailed below.

Bryx Station Alerting for all current and new fire stations - \$430,200
Contingency Allowance - \$20,000

Total Project Cost - \$450,200

On October 4, 2023, RFP-W-0934 was published and electronic bids were opened on November 8, 2023. Bryx was selected as the only qualified vendor.

Please let me know if you have any questions.



Bill Alter
MIS Specialist

Wilburt McAdams
Fire Commissioner



City of Warren Fire Department

Fire Station Alerting System- RFP-W-0934

Original RFP Response Date of November 8, 2023. This document reflects the updated Scope of Work and Pricing, issued on May 15, 2024 and revised on May 29, 2024.

ATTENTION:

Craig Treppa, Purchasing
Commissioner McAdams

DEPARTMENT:

City of Warren Fire Department
23295 Schoenherr Rd
Warren, MI 48089

SUBMITTED BY:

Brian Bush
VP, Sales and Marketing
brian.bush@bryx.com
216-374-4761

SUBJECT:

Bryx Fire Station Alerting System

**BRYX**

Emergency Response. Simplified.

Pricing Summary

The item quantities and total price for all stations are summarized in the table below. Detailed pricing by station is also included within this section. All pricing does not include any applicable sales taxes. A deposit of 25% of the total cost below at the time of order acceptance (through contract execution or purchase order issuance). Annual Service & Maintenance will be billed at the start of each service year, on the anniversary of the completion of the system installation.

Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	6	\$25,000	\$150,000
Bryx General Purpose Input/Output	7	\$1,000	\$7,000
Bryx Audio Zone Controller	6	\$500	\$3,000
Bryx Station Control Unit for Radio Interface	1	\$10,000	\$10,000
Total Bryx Proprietary Equipment			\$170,000
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	4	\$500	\$2,000
Uninterrupted Power Supply	6	\$500	\$3,000
Dorm Remote	4	\$700	\$2,800
Recessed LED Light	97	\$150	\$14,550
Amarant Light Bar	20	\$300	\$6,000
Desktop LED Light	16	\$400	\$6,400
Bogen V250 Amplifier	3	\$1,000	\$3,000
Ceiling Speaker	40	\$100	\$4,000
Box Speaker	3	\$100	\$300
Bay Speaker	10	\$500	\$5,000
Horned Speaker	1	\$250	\$250
Volume Control Knob (Attenuator)	16	\$150	\$2,400
50" Monitor	39	\$1,000	\$39,000
Commercial Monitor Kiosk	4	\$500	\$2,000
Gas Solenoid	4	\$1,000	\$4,000
Total Commercially Available Equipment			\$94,700

Continued on next page

Bryx Confidential

Pricing Summary (continued)

Continued from previous page

Installation and Service & Maintenance

Installation (Labor & Materials)	4	\$8,000	\$32,000
<i>Fire Stations 2, 3, 4, and 6</i>			
Installation (Labor & Materials)	1	\$5,500	\$5,500
<i>Fire Administration</i>			
Installation (Labor & Materials)	2	\$3,500	\$7,000
<i>Fire Station 1 and Station 5 - Temporary Set Up</i>			
Installation (Labor & Materials)	2	\$8,000	\$16,000
<i>Fire Station 1 and Station 5 - New Build</i>			
Annual Service & Maintenance - Year 1	6	\$3,500	\$21,000
Annual Service & Maintenance - Year 2	6	\$3,500	\$21,000
Annual Service & Maintenance - Year 3	6	\$3,500	\$21,000
Annual Service & Maintenance - Year 4	6	\$3,500	\$21,000
Annual Service & Maintenance - Year 5	6	\$3,500	\$21,000
System Training Program - <i>No Additional Cost</i>			\$0
Total			\$430,200

Bryx Confidential

Pricing Fire Administration Building

Station Information

Address

Fire Administration Building
23295 Schoenherr Road
Warren, MI 48089

Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	0	\$25,000	\$0
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	0	\$500	\$0
Total Bryx Proprietary Equipment			\$1,000
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	0	\$500	\$0
Uninterrupted Power Supply	0	\$500	\$0
Dorm Remote	0	\$700	\$0
Recessed LED Light	5	\$150	\$750
Amarant Light Bar	0	\$300	\$0
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	0	\$100	\$0
Box Speaker	0	\$100	\$0
Bay Speaker	0	\$500	\$0
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	0	\$150	\$0
50" Monitor	13	\$1,000	\$13,000
Commercial Monitor Kiosk	0	\$500	\$0
Gas Solenoid	0	\$1,000	\$0
Total Commercially Available Equipment			\$13,750
Installation (Labor & Materials)		\$5,500	\$5,500
Station Total (with Labor & Materials)			\$20,250

Bryx Confidential

Pricing Fire Station 1 - Temporary Setup

Station Information

Address

Fire Station #1
8321 E. Nine Mile Road
Warren, MI 48089



Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	0	\$1,000	\$0
Bryx Audio Zone Controller	0	\$500	\$0
Total Bryx Proprietary Equipment			\$25,000
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	0	\$500	\$0
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	0	\$700	\$0
Recessed LED Light	0	\$150	\$0
Amarant Light Bar	0	\$300	\$0
Desktop LED Light	8	\$400	\$3,200
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	0	\$100	\$0
Box Speaker	0	\$100	\$0
Bay Speaker	0	\$500	\$0
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	0	\$150	\$0
50" Monitor	0	\$1,000	\$0
Commercial Monitor Kiosk	0	\$500	\$0
Gas Solenoid	0	\$1,000	\$0
Total Commercially Available Equipment			\$3,700
Installation (Labor & Materials)		\$3,500	\$3,500
Station Total (with Labor & Materials)			\$32,200

Bryx Confidential

Pricing Fire Station 1 - New Build

Station Information

Fire Station #1 - New Build

Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	0	\$25,000	\$0
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$1,500
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	0	\$500	\$0
Uninterrupted Power Supply	0	\$500	\$0
Dorm Remote	0	\$700	\$0
Recessed LED Light	15	\$150	\$2,250
Amarant Light Bar	4	\$300	\$1,200
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	20	\$100	\$2,000
Box Speaker	0	\$100	\$0
Bay Speaker	1	\$500	\$500
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	6	\$150	\$900
50" Monitor	3	\$1,000	\$3,000
Commercial Monitor Kiosk	0	\$500	\$0
Gas Solenoid	0	\$1,000	\$0
Total Commercially Available Equipment			\$9,850
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$19,350

Pricing reflects the reuse of the Bryx Station Control Unit from the Station 1 Temporary Setup.

Bryx Confidential

Pricing Fire Station 2

Station Information

Address

Fire Station #2
23293 Schoenherr Road
Warren, MI 48089



Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$26,500
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	1	\$500	\$500
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	1	\$700	\$700
Recessed LED Light	15	\$150	\$2,250
Amarant Light Bar	2	\$300	\$600
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	0	\$100	\$0
Box Speaker	0	\$100	\$0
Bay Speaker	1	\$500	\$500
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	1	\$150	\$150
50" Monitor	4	\$1,000	\$4,000
Commercial Monitor Kiosk	1	\$500	\$500
Gas Solenoid	1	\$1,000	\$1,000
Total Commercially Available Equipment			\$10,700
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$45,200

Bryx Confidential

Pricing Fire Station 3

Station Information

Address

Fire Station #3
23620 Ryan Road
Warren, MI 48091



Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$26,500
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	1	\$500	\$500
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	1	\$700	\$700
Recessed LED Light	16	\$150	\$2,400
Amarant Light Bar	2	\$300	\$600
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	1	\$1,000	\$1,000
Ceiling Speaker	0	\$100	\$0
Box Speaker	1	\$100	\$100
Bay Speaker	2	\$500	\$1,000
Horned Speaker	1	\$250	\$250
Volume Control Knob (Attenuator)	1	\$150	\$150
50" Monitor	5	\$1,000	\$5,000
Commercial Monitor Kiosk	1	\$500	\$500
Gas Solenoid	1	\$1,000	\$1,000
Total Commercially Available Equipment			\$13,700
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$48,200

Bryx Confidential

Pricing Fire Station 4

Station Information

Address

Fire Station #4
6361 Chicago Road
Warren, MI 48092



Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$26,500
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	1	\$500	\$500
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	1	\$700	\$700
Recessed LED Light	15	\$150	\$2,250
Amarant Light Bar	4	\$300	\$1,200
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	1	\$1,000	\$1,000
Ceiling Speaker	0	\$100	\$0
Box Speaker	0	\$100	\$0
Bay Speaker	1	\$500	\$500
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	1	\$150	\$150
50" Monitor	6	\$1,000	\$6,000
Commercial Monitor Kiosk	1	\$500	\$500
Gas Solenoid	1	\$1,000	\$1,000
Total Commercially Available Equipment			\$14,300
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$48,800

Bryx Confidential

Pricing Fire Station 5 - Temporary Setup

Station Information

Address

Fire Station #5
29900 Hoover Road
Warren, MI 48093



Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	0	\$1,000	\$0
Bryx Audio Zone Controller	0	\$500	\$0
Total Bryx Proprietary Equipment			\$25,000
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	0	\$500	\$0
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	0	\$700	\$0
Recessed LED Light	0	\$150	\$0
Amarant Light Bar	0	\$300	\$0
Desktop LED Light	8	\$400	\$3,200
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	0	\$100	\$0
Box Speaker	0	\$100	\$0
Bay Speaker	0	\$500	\$0
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	0	\$150	\$0
50" Monitor	0	\$1,000	\$0
Commercial Monitor Kiosk	0	\$500	\$0
Gas Solenoid	0	\$1,000	\$0
Total Commercially Available Equipment			\$3,700
Installation (Labor & Materials)		\$3,500	\$3,500
Station Total (with Labor & Materials)			\$32,200

Bryx Confidential

Pricing Fire Station 5 - New Build

Station Information

Fire Station #5 - New Build

Bryx Proprietary Equipment			
Item	Quantity	Unit Price	Total
Bryx Station Control Unit	0	\$25,000	\$0
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$1,500
Bryx Commercially Available Equipment			
12U Rack Mount Enclosure	0	\$500	\$0
Uninterrupted Power Supply	0	\$500	\$0
Dorm Remote	0	\$700	\$0
Recessed LED Light	15	\$150	\$2,250
Amarant Light Bar	4	\$300	\$1,200
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	0	\$1,000	\$0
Ceiling Speaker	20	\$100	\$2,000
Box Speaker	0	\$100	\$0
Bay Speaker	1	\$500	\$500
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	6	\$150	\$900
50" Monitor	3	\$1,000	\$3,000
Commercial Monitor Kiosk	0	\$500	\$0
Gas Solenoid	0	\$1,000	\$0
Total Commercially Available Equipment			\$9,850
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$19,350

Pricing reflects the reuse of the Bryx Station Control Unit from the Station 5 Temporary Setup.

Bryx Confidential

Pricing Fire Station 6

Station Information

Address

Fire Station #6
3090 12 Mile Road
Warren, MI 48092



Bryx Proprietary Equipment

Item	Quantity	Unit Price	Total
Bryx Station Control Unit	1	\$25,000	\$25,000
Bryx General Purpose Input/Output	1	\$1,000	\$1,000
Bryx Audio Zone Controller	1	\$500	\$500
Total Bryx Proprietary Equipment			\$26,500

Bryx Commercially Available Equipment

12U Rack Mount Enclosure	1	\$500	\$500
Uninterrupted Power Supply	1	\$500	\$500
Dorm Remote	1	\$700	\$700
Recessed LED Light	16	\$150	\$2,400
Amarant Light Bar	4	\$300	\$1,200
Desktop LED Light	0	\$400	\$0
Bogen V250 Amplifier	1	\$1,000	\$1,000
Ceiling Speaker	0	\$100	\$0
Box Speaker	2	\$100	\$200
Bay Speaker	4	\$500	\$2,000
Horned Speaker	0	\$250	\$0
Volume Control Knob (Attenuator)	1	\$150	\$150
50" Monitor	5	\$1,000	\$5,000
Commercial Monitor Kiosk	1	\$500	\$500
Gas Solenoid	1	\$1,000	\$1,000
Total Commercially Available Equipment			\$15,150
Installation (Labor & Materials)		\$8,000	\$8,000
Station Total (with Labor & Materials)			\$49,650

Bryx Confidential



PARKS AND RECREATION

5460 ARDEN
WARREN, MI 48093
(586) 268-8400

August 7, 2024 www.cityofwarren.org

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

Re: Stage, Lighting, and Sound for 2024 Birthday Bash Event

Dear Mr. Bommarito,

The Parks and Recreation Department is requesting the Downtown Development Authority to authorize funding for the stage, lighting, and sound for this year's Birthday Bash at City Square. This event takes place August 22-24, 2024. Live entertainment is the focal point of the event and a professional stage, lighting, and sound is required.

Project Details:

Recommended Company: Ignited Light and Sound, 37497 Charter Oaks Blvd., Clinton Town MI 48036

Bid Number: ITB-W-1267

Requested Amount: \$14,500.00

GL/Account Number: 494-9494-80100

Attached is a quote from Ignited Light and Sound for a stage, lighting, and sound for the Birthday Bash. The total cost for the project is \$14,500.00.

The Parks and Recreation Department is asking for the Downtown Development Authority to provide funding for this component of the Birthday Bash Event. Please find all supporting documents related to the project attached to this cover letter.

If you have any questions or require any additional information, please contact me.

Thank you for your consideration.

Sincerely,

Anthony Casasanta
Anthony Casasanta
Acting Director
Parks and Recreation

Read and Concur:

Signed by:
Craig Treppa
C9046D671F6C4BB...
Craig Treppa
Purchasing Agent



Lori M. Stone, Mayor

Purchasing Division, Office of the Controller
One City Square, 4th Floor
Warren, Michigan 48093-5289

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

INVITATION TO BID

ITB-W-1267

JULY 15, 2024

ELECTRONIC BIDS TO FURNISH, INSTALL, AND MANAGE STAGE, LIGHTING, AND SOUND EQUIPMENT FOR THE CITY OF WARREN PARKS AND RECREATION DEPARTMENT ARE BEING ACCEPTED.

ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, JULY 24, 2024.

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 JULY 24, 2024 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/85739795103?pwd=a0mGxE6MlGji2hWfLMG68pXA5U78XV.1>

ZOOM CALL-IN #: 1 312 626 6799

ZOOM MEETING ID: 857 3979 5103

ZOOM MEETING PASSCODE: 235722

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**, 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 CODES

- 85553 – Lighting Systems, Complete**
- 85581 – Stages, Theatre (All Types)**
- 85580 – Stage Rigging and Tracks**
- 85575 – Stage Hardware and Supplies**
- 85570 – Sound Effects Equipment**
- 85568 – Scenery and Props**
- 93977 – Sound Equipment**
- 96173 – Theatrical Services**

Additional information regarding this bid or any questions can be answered by contacting the Assistant Buyer, Shanah Turner of the City of Warren, Purchasing Division preferably by e-mail, **sturner@cityofwarren.org**, Subject: ITB-W-1267.

SINCERELY,

A handwritten signature in black ink, appearing to read "CT", written over a horizontal line.

Craig Treppa
Purchasing Agent

ITB-W-1267

CITY OF WARREN

PAGE 2 OF 13

SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:

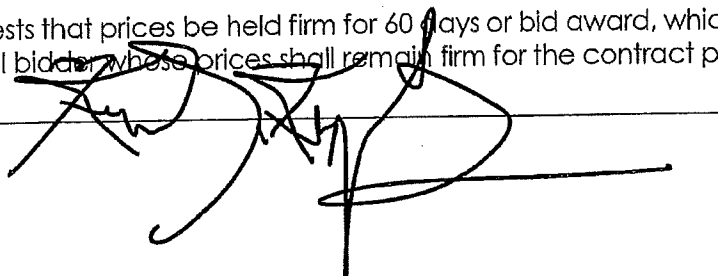
The City will require the vendor to perform the following, via the BidNet (MITN) system, within the bid solicitation, in order to have the bid considered for award:

1. Vendor shall complete, sign, and electronically upload the completed bid form onto the MITN system under ITB-W-1267 (pages 1-13).
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". See Zoom Meeting information on the first page of this document.
6. 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.
7. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this 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 bidder whose prices shall remain firm for the contract period.

Authorized signature for
Price Clause



COMPANY NAME: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 3 OF 13

BID PROPOSAL:

The undersigned proposes to **FURNISH, INSTALL, AND MANAGE STAGE, LIGHTING, AND SOUND EQUIPMENT FOR THE CITY OF WARREN PARKS AND RECREATION DEPARTMENT** in accordance with the attached specification, which is to be considered an integral part of this bid, at the following prices:

QTY.	DESCRIPTION	GRAND TOTAL
LOT	STAGE, LIGHTING, & SOUND SERVICES – COMPLETE	\$ 14,500

IT IS MANDATORY OF ALL BIDDERS TO RETURN THIS SHEET FULLY COMPLETED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE WITH THEIR ELECTRONIC 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 [Signature] DATE JULY 23, 2024

Authorized Company Representative

KEVIN KUPTZ

IGNITED LIGHT AND

COMPANY NAME

(Print name of Signature)

37497 Charter Oaks Blvd

Clinton Township

MI

48036

ADDRESS

CITY

STATE

ZIP CODE

810-610-6893

N/A

kkuptz@ignitedlightandsound.com

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

N/A

WARRANTY (If applicable)

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: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 4 OF 13

DELIVERY AND COMPLETION CLAUSE:

The awarded bidder shall furnish and deliver all units to the following address:

City of Warren City Square Park
One City Square
Warren, MI 48093

Are you able to meet the required dates (delivery on Thursday, August 22, 2024 and pick up on Monday, August 26, 2024)?

YES

Authorized signature for
Delivery and Completion Clause



REFERENCES:

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

1. Agency: Shelby Township Year: 2109-24

Address: 52700 Van Dke, Shelby Township, MI 48316

Contact Name: Nick Monacelli Phone: 586-254-7130

2. Agency: City of Warren Year: 2002-24

Address: One City Square, Warren, MI 48093

Contact Name: Casey Kyewski Phone: 586-258-2027

3. Agency: Carey and Paul Group Year: 2017-24

Address: PO Box 187, Troy, MI 48099

Contact Name: Rick Paul Phone: 248-561-3196

COMPANY NAME: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 5 OF 13

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.

(X) Can meet insurance as indicated.

() Cannot meet but offer the following:

Authorized signature for
Insurance Clause

COMPANY NAME: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 6 OF 13

GENERAL CONDITIONS (Effective November 15, 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 electronically by the date specified and at or prior to the time specified to be considered. Late bids, sealed, e-mail, telegraphic, or telephone bids will NOT be accepted.

Bids received after 12:30 pm of the date they are due will not be accepted.

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: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

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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: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

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SPECIFICATION

Brand names and numbers, when used, are for reference to indicate the character or quality desired, unless specifically stated "No Substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. 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.

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: Ignited Light and Sound

ITB-W-1267**CITY OF WARREN****PAGE 9 OF 13****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 OPPORTUNITY CLAUSE

This contract requires adherence to the equal opportunity clause, 41 CFR § 60-1.4.

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: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

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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: Ignited Light and Sound

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CITY OF WARREN

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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.

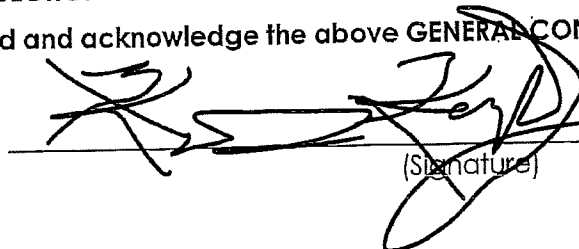
6. INCORPORATION OF PROVISIONS. The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect 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: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 12 OF 13

SPECIFICATIONS:

The City of Warren is seeking qualified vendors to furnish, set (installation), strike (remove), and operate a stage with sound and lighting. The stage, sound, and lighting shall be setup and functioning on August 22, 2024. The entertainment will utilize the stage, sound, and lighting for three (3) days (August 23rd, 24th, & 25th, 2024) from 5:00 p.m. to 11:00 p.m. each day. The strike shall be completed and all equipment removed from the City premises on Monday, August 26, 2024.

The awarded vendor is required to operate all equipment (sound & lighting) for the duration of the event. The City of Warren will supply the awarded vendor with a list of all the entertainers and their contact information. It is the responsibility of the awarded vendor to contact each entertainer to obtain their individual requirements for the stage, sound, and lighting, and for the awarded vendor to meet those individual requirements.

STAGE REQUIREMENTS SUPPLIED BY AWARDED VENDOR:

- 40' X 30' Stage Platform at 3' height, StageRight Brand or equivalent
- Two (2) Sets of Stairs, each with a Guardrail and Skirting, one (1) on each side of the stage
- Two (2) 8' X 8' Sound Wings
- 8' X 8' FOH Platform
- 40' X 30' Stage Roof, Weight Bearing
- Blow Through Rear Scrim
- Four (4) Water Ballasts to support stage

LIGHTING REQUIREMENTS SUPPLIED BY AWARDED VENDOR:

- 48k Stage Lighting (24k front, 24k rear) with Dimming and Control

SOUND REQUIREMENTS SUPPLIED BY AWARDED VENDOR:

- Minimum of four (4) boxes per side of JBL Vertec/EV/V-DOSC/ISP HDL or equivalent line array Subwoofers to compliment above 40 channel FOH console, Midas, Yamaha or equivalent
- Eight (8) Floor Monitors, with power, EQ and Monitor Console, Midas, Yamaha or equivalent
- Full complement of Microphones, with a minimum of eight (8) channels of wireless handheld

OTHER REQUIREMENTS:

- All labor to set and strike
- Provide sound and lighting operator for duration of each event

COMPANY NAME: Ignited Light and Sound

ITB-W-1267

CITY OF WARREN

PAGE 13 OF 13

CHECK LIST FOR BIDDERS

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

YES

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

YES

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

YES

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

YES

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: Ignited Light and Sound

AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093		BID: ITB-W-1267 Bid Opening Date: 7/24/2024 Department: Parks & Rec
Product or Service: STAGE, LIGHTING, AND SOUND		
BIDDER	GRAND TOTAL	
IGNITED LIGHT AND SOUND	\$	14,500.00



08/06/2024

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

Re: Community Promotion magnets

Dear Mr. Bommarito,

The Warren Police Department is requesting the Downtown Development Authority to authorize funding for community promotion magnets. This project involves printing community connection magnets that will be hand distributed to residents by officers to provide emergency contact information and links to social media pages by the police department.

Project Details:

Recommended Company: Digigraphix
Bid Number: N/A
Requested Amount: \$2,475
GL/Account Number: 494-9494-88001

Attached is a quote from Digigraphix for \$2,475. The total cost for the project is \$2,475.

The Warren Police Department is asking for the Downtown Development Authority to provide funding for this essential project. Please find all supporting documents (bid tabulation, quotes, etc.) and backup information related to the project attached to this cover letter.

If you have any questions or require any additional information, please contact me.

Thank you for your consideration.

Sincerely,

Brent Chisolm
Executive Lieutenant
Warren Police Department
586-574-4866

WARREN POLICE DEPARTMENT



"Safer Together"

EMERGENCY: 9-1-1

NON-EMERGENCY: 586-574-9111

GENERAL INFO: 586-574-4700

For new department updates follow us on:



City of Warren Police Department



WarrenPoliceDept



@WarrenPDMI



WarrenPoliceDept



@WarrenPoliceDepartment



Warren-Police-Department



Sign up for the City of
Warren's alert system by
scanning the QR code
below.

From: DIGIGRAPHX Co. <info@digigraphx.net>
Sent: Wednesday, July 10, 2024 2:56 PM
To: Brent Chisolm <bchisolm@warrenpd.org>
Subject: Digigraphx: Magnet Quote

Hello Lieutenant Chisolm,

Thank you for calling me!

Size: 3.5" x 8.5"
17 pt magnet thickness
UV coated laminate on the front side

2500 pieces would run \$0.99 each, so \$2475.00

We will need 7-8 business days to complete once the art work is supplied to us.

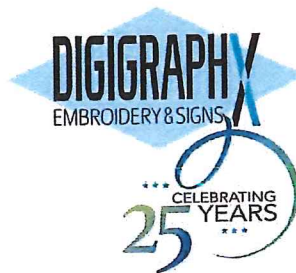


Let me know if you have any questions!!

Thank you.

****APPOINTMENTS****

Appointments are necessary for all in person ordering and/or viewing of showroom products.
Appointments are not needed for an order pick up/drop off UNLESS the drop off needs time to review with us.



Angela Maurer
Co-Owner | Operations Manager

586-755-1130 Opt: 1

Digigraphx.net
24722 Forterra Drive • Warren
Hours: Monday-Friday 8:00 am - 4:00 pm



**J EPPINK
PARTNERS INC**

Traditional Town Planning
Landscape Architecture

9336 Sashabaw Road
Clarkston, MI 48348
248 922 0789 - t
248 922 0415 - f

August 1, 2024

RE: Warren City Center

Tom Bommarito
Director Of Community, Economic &
Downtown Development
City of Warren
One City Square, Suite 215
Warren, MI 48093

Dear Mr. Bommarito:

Thank you for retaining J Eppink Partners, Inc. (JEP) to provide urban planning and engagement services for the Warren Downtown Development Authority (DDA) relating to the design and planning of the Warren City Center. JEP will work in coordination with the City officials, DDA stakeholders, and Gibbs Planning Group (GPG).

It is my understanding that the DDA has retained GPG to develop a study and City Center Master Plan that will establish a vision for the City Center that will promote investment and employment in Warren. This master plan will develop alternative scenarios for potential improved parks, community use, new shops, restaurants, residential, hotels, and a community conference center. JEP, having expertise in community planning, public engagement, and successful town center design, will provide services that will organize, execute, and amplify the public engagement process which will directly benefit the master plan design process and stakeholder insights of the plan. JEP will complete and deliver the following services within this design and planning initiative:

Community Engagement

JEP will participate in twelve - fifteen (12-15) community meetings in conjunction with GPG and the City of Warren DDA team. JEP will meet with groups such as City officials and commissions, DDA committee members, neighborhood groups, and business leaders. At the community meetings JEP will outline the proposed City Center's master plan, objectives, goals, components, and opportunities with Warren residents and stakeholders. As a part of these engagements, JEP shall encourage community comments about the plans and address any concerns and suggestions for its enhancement. JEP will work with GPG to incorporate appropriate feedback into the design and planning of the City Center.

Design Development Planning

Using the input from the above planning meetings, the stakeholder's groups and the City, JEP will relate community engagement findings and feedback and will collaborate with GPG in their development of a master plan for the City Center. The master plan is likely to include elements such as an expanded central park, community amenities, residential, a hotel, retail shops, restaurants, and other uses identified within the community engagement process.

REMUNERATION: The City of Warren DDA will pay JEP a fixed fee of **\$5,000** for the completion and delivery of services described above

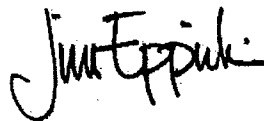
ADDITIONAL SERVICES: The project fee noted above is limited to the services listed herein. JEP may be available for additional services such as site plan design and updates, formal site plan submission documents, additional public, or neighborhood meetings, etc., at the rate of \$155. per hour or an agreed upon lump sum amount for additionally defined services.

LIMITS OF SCOPE OF SERVICES: The services described in this agreement should not be used as the sole basis of development decisions. All base information, surveys, legal descriptions, AutoCAD base files, development assumptions, engineering elements, and development requirements must be provided by Client to JEP. In addition, the following is not included within the scope of this agreement :

- Environmental reviews or analysis for toxic or contaminated site conditions
- Civil engineering or design of grading, storm drainage, sewers & roads
- Building and structural architectural design and engineering
- Construction management and coordination
- Construction documents or construction cost estimates
- Soil Testing, Traffic engineering or traffic analysis

JEP is committed to making your project and schedule our priority. Should you have any questions throughout the project, please contact me directly. If you agree with the terms, fees and conditions of this proposal please sign below and return an original copy of this agreement as well as a \$1,500 retainer so that we may begin assisting you with this project.

Sincerely,
J EPPINK PARTNERS, INC



Jim Eppink, RLA, ASLA
President

Acceptance of Terms:

Signature

Date

Representing

WARREN DDA

DDA LIST OF BILLS

8/14/2024

Required Formal Approval of the Following:

PAYEE	Vendor Number	DATE OF INVOICE	GL Account #	AMOUNT	Invoice #	PO#	DETAILS
PRESIDIO NETWORKED SOLUTIONS	004951	6/30/2024	494-9494-97400	367.50	6023424003914	2427164	UPGRADES TO COMMUNICATION INFRASTRUCTURE
EIGHT MILE BOULEVARD ASSN	008577	7/8/2024	494-9494-95800	6,700.00	1054	2528577	MEMBERSHIP DUES
HALLAHAN & ASSOCIATES PC	015071	8/5/2024	494-9494-80100	22,756.33	21828	2528670	LEGAL
EVERGREEN SKATEPARKS LLC	019193	06/30/2024 & 7/31/2024	494-9494-97400	637,307.50	1396 & 1397	2425301	PROFESSIONAL SERVICES-SKATE PARK
BRIVAR CONSTRUCTION COMPANY	019289	6/30/2024 & 7/31/2024	494-0000-09493	1,693,497.27	ITB-W-0912	NON-PO	FIRE STATION 1 & 5 - Payment No. 10 & 11
NOWAK & FRAUS PLLC	019390	7/30/2024	494-9494-97400	47,841.58	122586, 122259, & 122698	NON-PO	City Parks ADA Transition Plan, 5275 & 5295 Chicago Road Property Evaluation
CITY OF WARREN		3/1/2024 & 7/03/2024	494-9494-97400	1,636.14	N/A	N/A	5295 CHICAGO & 6020 CHICAGO
CITY OF WARREN WATER DIVISION		7/12/2024	494-9494-97400	3,167.72	N/A	N/A	6020 CHICAGO
CONSUMERS ENERGY	000265	8/9/2024	494-0000-09493	1,050.00	9327239471	NON-PO	30819 SCHOENHERR (ADDED TO LOB AT MEETING)
TOTAL:				2,414,324.04			

004951

PRESIDIO™

Presidio Networked Solutions Group, LLC
 EIN: 76-0515249, DUNS: 15-405-0959
 For questions on this invoice please call:
 Dugini Kranthi Kumar
 (p) +1.781.970.6490, (f)
 dkranthikumar@presidio.com

Please send payments
 made payable to:
 Presidio Networked Solutions Group, LLC
 PO Box 677638
 Dallas, TX 75267-7638

Wire or ACH Payments:
 PNC Bank
 Acct: 8616159745
 ABA 031000053

INVOICE: 6023424003914

DATE: 7/24/2024

PAGE: 1 of 1

PY

BILL TO: City of Warren
 Laura Wilson
 One City Square, Suite 425
 Purchasing Division
 Warren, MI 48093

DDA

WORK LOCATION: City of Warren
 Laura Wilson
 One City Square
 Suite 215
 Warren, MI 48093

Customer #: CITYW005
Account Manager: Cassie Damer
Payment Terms: NET30
Title: CITYW005 City of Warren Cisco UC Upgrade (3001222408869) [TM]
Comments: 3001222408869

Customer PO#: 2427164
Order #: 3001222408869
Quote #: 2003524100233-01

Services

Resource	Task	Rate	Hours	OT Rate	OT Hours	Amount
Jeff P Harris	Collaboration Engineer	\$210.00	1.75	\$210.00	0.00	\$367.50

Total: \$367.50

Subtotal:	\$367.50
MICHIGAN, STATE OF Taxes	\$0.00
Amount Due:	\$367.50

494.9494.97400

Invoice Details

Invoice Information

Invoice number	0023424003914	Invoice Date:	07/24/2024
Customer	City of Warren	Engagement:	CITYW005 City of Warren Cisco UC Upgrade (3001222408869) [TM]
Invoice Status	Committed	Invoice currency:	USD

Time

Date	Resource	Project	Task	Description	Regular Hours	Regular hours written off/rop	Rate	OT Hours	OT hours written off/rop	OT Rate	Amount written off/rop	Time Total
06/26/2024	Jeff P Harris	CITYW005 City of Warren Cisco UC Upgrade (3001222408869) [TM]	Collaboration Engineer	closeout docs	1.75	0.000	210.0000	0.00	0.000	210.00	0.00	367.5000
Total:					1.75	0.000		0.00	0.000		0.00	367.5000
Time Total:					1.75	0.000		0.00	0.000		0.00	367.5000

008577

DDA

INVOICE

Eight Mile Boulevard Association
Inc.
PO Box 21536
Detroit, MI 48221

operations@eightmile.org
eightmile.org



Bill to
Tom Bommarito

DDA PO# 2528577

Invoice details

Invoice no.: 1054
Terms: Net 30
Invoice date: 07/08/2024
Due date: 08/07/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		8MBA Dues	Municipal Dues - July 1, 2024 to June 30, 2025	1	\$6,700.00	\$6,700.00

Total

\$6,700.00

Ways to pay



444-9494-95800

DDA

Note to customer

If payment is made by check, please ensure that it is mailed to the P.O. Box at the top of this invoice. Thank you!

Review and pay

015071

Hallahan & Associates, P.C.

Attorneys at Law
 1750 S. Telegraph Road, Suite 202
 Bloomfield Hills, Michigan 48302-0179
 (248) 731-3089

Email

August 5, 2024

City of Warren DDA
 One City Square
 Suite 425 - Purchasing
 Warren, MI 48093

Please include Invoice No.
 with your payment

Invoice No. 21828

\$22,756.33

Professional services rendered through July 31, 2024

494-9494-80100

Purchase Order #2528670 (07/01/2024 - 09/14/2024)

		Hours	Amount
<u>Lowe's Home Centers, Inc. - 24-001266</u>			
07/01/24	LMH Communicate with opposing counsel.	0.40	80.00
Subtotal:		0.40	80.00
<u>Wal-Mart Real Estate Business Trust - 24-001158</u>			
07/15/24	SAO Received and reviewed notice of prehearing general call in case; update case tracker and calendar dates.	0.20	40.00
07/22/24	KMM Updated Access re Prehearing General Call dates.	0.20	40.00
07/25/24	LMH Communicate with opposing counsel.	0.40	80.00
Subtotal:		0.80	160.00
<u>Windemere Real Estate LLC - 22-001076</u>			
07/17/24	LMH Telephone conference with client; telephone conference with John Widmer.	0.30	60.00
Subtotal:		0.30	60.00
Subtotal of charges			\$300.00
Administrative fee (2%)			\$6.00
Professional services rendered			1.50 \$306.00

Timekeeper Summary

Name	Hours	Rate
Laura M. Hallahan	1.10	200.00
Kelsea M. Melcher	0.20	200.00
Seth A. O'Loughlin	0.20	200.00

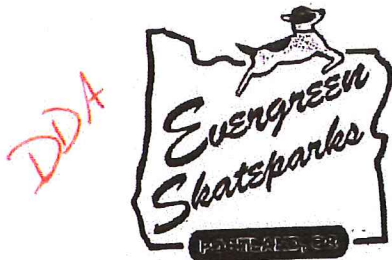
Expenses/Costs:

Windemere Real Estate LLC - 22-001076

07/18/24	Appraisal services - Frohn & Widmer, Inc., trial preparation/review and hearing, invoice dated 05/23/2024, received 07/18/2024.	17,902.10
07/31/24	Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1693, dated 08/01/2024, MTT 05/15/2024 hearing.	1,015.30

	<u>Amount</u>
07/31/24 Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1695, dated 08/01/2024, MTT 05/16/2024 hearing.	913.37
Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1697, dated 08/01/2024, MTT 05/17/2024 hearing.	981.32
Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1698, dated 08/01/2024, MTT 05/21/2024 hearing.	939.80
Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1701, dated 08/01/2024, MTT 05/22/2024 hearing.	958.67
Transcript and court reporter services - Harris & Harris Court Reporting, Invoice No. 1702, dated 08/01/2024, MTT 05/23/2024 hearing.	433.37
Subtotal:	<u>23,143.93</u>
Total additional charges	<u>\$23,143.93</u>
Total amount of this bill	<u>\$23,449.93</u>
Previous balance	<u>\$16,394.32</u>
Accounts receivable transactions	
7/17/2024 Payment received, Check No. 2917.	<u>(\$17,087.92)</u>
Total payments and adjustments	<u>(\$17,087.92)</u>
AMOUNT DUE	<u><u>\$22,756.33</u></u>

019193



Evergreens Skateparks LLC
3604 Bridle Bit Lane
Stevensville, MT 59870 US
5038070103
evergreenskateparks@gmail.com
evergreenskateparks.com

INVOICE

BILL TO

City of Warren
One City Square
Warren, Michigan 48093

INVOICE # 1396
DATE 06/30/2024
DUE DATE 08/29/2024
TERMS Net 60

PO # 2425301

DESCRIPTION	AMOUNT
Warren Skatepark Construction	
Excavation & Dirt Work - 75% Completion	30,935.00
Steel Fabrication - 80% Completion	60,325.00
Form Work - 80% Completion	38,137.50

Evergreen Skateparks is committed to the highest quality work. Thank you for working with us.

BALANCE DUE

\$129,397.50

494-9494-97400

Anthony Casamento
8/7/24

WARREN SKATEPARK / PUMP TRACK

	COMPLETION %	FULL COST	THIS PERIOD	COMPLETION %	6/30/2024	COMPLETION %	6/30/2024	COMPLETION %	7/31/24
DESIGN WORK	100%	\$65,000.00	\$18,000.00		\$0.00		\$0.00		
MOBILIZATION & BONDING	100%	\$144,100.00	\$144,100.00		\$0.00		\$0.00		
PLUMBING INSTALLATION	100%	\$115,750.00	\$115,750.00		\$0.00		\$0.00		
EXCAVATION & DIRTWORK	30%	\$309,350.00	\$92,805.00	65%	\$108,272.50	75%	\$30,935.00	80%	\$15,467.50
STEEL FABRICATION	5%	\$120,650.00	\$6,032.50	30%	\$30,162.50	80%	\$80,325.00	90%	\$12,065.00
FORM WORK	5%	\$84,750.00	\$4,237.50	35%	\$25,425.00	80%	\$38,137.50	85%	\$4,237.50
CONCRETE / SHOTCRETE	0%	\$1,360,400.00	\$0.00	20%	\$272,080.00	0%	\$0.00	55%	\$476,140.00
CHANGE ORDER		\$178,500.00							
TOTAL		\$2,378,500.00	\$380,925.00		\$435,940.00		\$129,397.50		\$507,910.00

019193

DDA



Evergreens Skateparks LLC
3604 Bridle Bit Lane
Stevensville, MT 59870 US
5038070103
evergreenskateparks@gmail.com
evergreenskateparks.com

INVOICE

BILL TO

City of Warren
One City Square
Warren, Michigan 48093

INVOICE # 1397
DATE 07/31/2024
DUE DATE 08/30/2024
TERMS Net 30

Pot# 2425301

DESCRIPTION	AMOUNT
Warren Skatepark Construction	
Excavation & Dirt Work - 80% Completion	15,467.50
Steel Fabrication - 90% Completion	12,065.00
Form Work - 85% Completion	4,237.50
Concrete / Shotcrete - 55% Completion	476,140.00

Evergreen Skateparks is committed to the highest quality work. Thank you for working with us.

BALANCE DUE

\$507,910.00

494-9494-97400

Anthony Lassoento
8/7/24

WARREN SKATEPARK / PUMP TRACK

	COMPLETION %	FULL COST	THIS PERIOD 4/17	COMPLETION %	5/31/2024	COMPLETION %	6/30/2024	COMPLETION %	7/31/24
DESIGN WORK	100%	\$65,000.00	\$18,000.00		\$0.00		\$0.00		
MOBILIZATION & BONDING	100%	\$144,100.00	\$144,100.00		\$0.00		\$0.00		
PLUMBING INSTALLATION	100%	\$115,750.00	\$115,750.00		\$0.00		\$0.00		
EXCAVATION & DIRTWORK	30%	\$309,350.00	\$92,805.00	65%	\$108,272.50	75%	\$30,935.00	80%	\$15,467.50
STEEL FABRICATION	5%	\$120,650.00	\$6,032.50	30%	\$30,162.50	80%	\$60,325.00	90%	\$12,065.00
FORM WORK	5%	\$84,750.00	\$4,237.50	35%	\$25,425.00	80%	\$38,137.50	85%	\$4,237.50
CONCRETE / SHOTCRETE	0%	\$1,360,400.00	\$0.00	20%	\$272,080.00	0%	\$0.00	55%	\$476,140.00
CHANGE ORDER		\$178,500.00							
TOTAL		\$2,378,500.00	\$380,925.00		\$435,940.00		\$129,397.50		\$507,910.00

NON-P0

019279

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 12 PAGES

INV # ITB-W-0912 #10

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

PROJECT: Fire Station No. 1
Fire Station No. 5

FROM: BRIVAR Construction Company
9325 Maltby Road
Brighton, MI 48116

APPLICATION NO: 010

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 6-30-24

PO NO: ITB-W-0912

CONTRACT DATE:

CONTRACT FOR: General Contracting

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ 16,446,478.55
2. Net change by Change Orders	\$ 476,762.26
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 16,923,240.81
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,655,713.37


5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 326,600.37
b. 10 % of Stored Material (Column F on G703)	\$ 138,970.97

Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 465,571.34
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,190,142.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,176,037.14
8. CURRENT PAYMENT DUE	\$ 1,014,104.89
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 12,733,098.78

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$67,962.24	
OCOR001		
Total approved this Month:	\$408,800.02	
002-003		
TOTALS	\$476,762.26	\$0.00
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 6/28/2024

State of: Michigan
County of: Livingston
Subscribed and sworn to before me this 28 day of JUNE, 2024

Notary Public: MARY BETH FUSON
My Commission expires: 1/1/2028

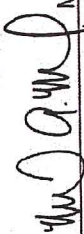
CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I, the undersigned, certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,014,104.89

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PARTNERS in Architecture, PLC

By:  Michael A. Malone Date: 7/22/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

494-0000-09493

019239

NON-PO

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF 12 PAGES

TO: City of Warren DDA
One City Square
Warren, Michigan 48093

PROJECT: Fire Station No. 1
Fire Station No. 5

FROM: BRIVAR Construction Company
9325 Mailby Road
Brighton, MI 48116

APPLICATION NO: 011

Distribution to:
☐ OWNER
☒ CONSTRUCTION
☐ MANAGER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 7/31/2024

PO NO: ITB-W-0912

CONTRACT DATE:

CONTRACT FOR: General Contracting


CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 16,446,478.55
2. Net change by Change Orders	\$ 476,762.26
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 16,923,240.81
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 5,410,593.79
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 410,516.58
b. 10 % of Stored Material (Column F on G703)	\$ 130,542.80
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 541,059.38
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 4,869,534.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 4,190,142.03
8. CURRENT PAYMENT DUE	\$ 679,392.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 12,053,706.40

CHANGE ORDER SUMMARY	
ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner: OCOR001-003	\$476,762.26
Total approved this Month:	
TOTALS	\$476,762.26
NET CHANGES by Change Order	\$0.00

CONTRACTOR:  Date: July 23rd 2024

State of Michigan
County of Livingston
Subscribed and sworn to before me this 23 day of July 2024

Notary Public: MARY BETH FUSON
My Commission expires: 11/20/2028
Notary Public, State of Michigan

CERTIFICATE FOR PAYMENT


My Commission Expires 11-20-2028

In accordance with the Contract Documents, I, the Architect, certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 679,392.38

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

PARTNERS in Architecture, PLC

By:  Michael A. Malone Date: 8/6/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

494-0000-09493



**Engineering Division
Payment Request**

Date: July 30, 2024

To: Mark Knapp, Assistant City Controller

Re: Payment No. 12
Contract: Professional Engineering Services RFP-W-0592
Invoice # 122586
Improvement: City Parks ADA Transition Plan
Site Evaluation and Reporting (workslope approved 6/11/24)

Payee: Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342

	<u>This Project</u>	<u>Total Contract</u>
Original Contract Amount (approved 11/3/23)	\$ 155,000.00	
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 46,500.00	\$ 46,500.00
Previously Approved Work to Date	\$ -	\$ 94,630.19
Total Work Performed as of: 06/30/24	\$ 46,500.00	\$ 141,130.19

Total Amount Due this Payment

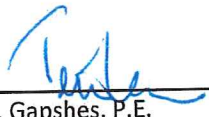
\$ 46,500.00

Chargeable to:	DDA	100.00%	\$ 46,500.00
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Chargeable to:		0.00%	\$ -
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Prepared By:

Approved for Payment:


Tina G. Gapshes, P.E.
City Engineer

Tom Bommarito,
Director, Economic Development

cc: Payee



Nowak & Fraus Engineers
46777 Woodward Avenue, Pontiac, MI 48342
Phone: 248.332.7931 Fax: 248.332.8257
Federal ID No. 38-3211085

INVOICE

City of Warren
Tina G. Gapshes, P.E.
Engineering Division
One City Square, Suite 300
Warren, MI 48093

Invoice Number: 122586
Date: 07/12/2024
Project Manager: John A. Dell'Isola
Project: O193 WARREN - ADA TRANSITION
PLAN - WARREN, MI

For professional services through June 30, 2024

Completion of field work and reporting for City of Warren park sites

<u>Description of Services</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Prior Billed</u>	<u>Current Billed</u>
Site Evaluation Phase	93,000.00	30.00	0.00	27,900.00
Reporting Phase	62,000.00	30.00	0.00	18,600.00
Total	155,000.00		0.00	46,500.00
Invoice total				46,500.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
122586	07/12/2024	46,500.00	46,500.00				
Total		46,500.00	46,500.00	0.00	0.00	0.00	0.00

Email Invoice:
rgayta@cityofwarren.org
tgapshes@cityofwarren.org

ANY CLAIMS OR ERRORS OR DISCREPANCIES ON THE BILLINGS MUST BE SUBMITTED TO OUR OFFICE IN WRITING WITHIN 30 DAYS OF RECEIVING THIS INVOICE. OTHERWISE ALL SUCH OBJECTIONS ARE DEEMED WAIVED AND THE ACCOUNT WILL BECOME STATED. AMOUNT DUE IS PAYABLE UPON RECEIPT OF INVOICE. PLEASE MAKE CHECK PAYABLE TO NOWAK & FRAUS, PLLC. ANY QUESTIONS PLEASE CONTACT



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

March 22, 2024

Tina G. Gapshes, PE, City Engineer
City of Warren
One City Square, Suite 300
Warren, MI 48093-2390

Re: City of Warren Parks - ADA Compliance Transition Plan

Dear Mrs. Gapshes:

Nowak & Fraus Engineers (NFE) appreciates the opportunity to provide accessibility consulting services for the above referenced project.

Understanding of the Project:

NFE understands the City of Warren desires to prepare a Transition Plan to cover the provision of accessible accommodations at all of the City Parks. The Transition Plan is a plan for site and program access that is required of all government entities by the Americans with Disabilities Act (ADA). Creation of the Transition Plan will assist the City in not only identifying barriers to access throughout the City's 25 parks but will describe the means to make the Parks accessible and allow City Officials' to plan for the removal of found barriers in full coordination with available budgets and schedule.

Throughout the City's Parks, various features will be reviewed for accessibility using applicable ADA requirements for signage, restrooms, picnic areas, gathering and spectating areas, parking spaces, access aisles, crosswalks, ramps and sidewalks. The focus of the Transition Plan will be limited to the Park properties themselves. Adjacent features located within public right-of-way will not to be included in the assessment and planning.

While the ADA sets the minimum project scope requirements when it comes to the identification of barriers per the Act, discussions with City Officials will be required to identify appropriate solutions to remove those barriers while addressing the unique needs of a given park or location within a park. Exceedance of the ADA requirements may be desired at a particular location.

NFE understands the City Parks Transition Plan will include the following sites' exterior elements with enclosed facilities limited to restrooms or enclosed picnic spaces (no office areas, etc.):

- | | |
|------------------------------|-----------------------------|
| 1 Nicholas W. Altermatt Park | 8 Norman J. Halmich Park |
| 2 Austin Dannis Park | 9 Oscar Hartsig Park |
| 3 Ted Bates Park | 10 Jaycee Park |
| 4 Louis J. Burdi Park | 11 Frank J. Licht Park |
| 5 Jeanne O. Busse Park | 12 Clarence M. McGrath Park |
| 6 Thomas L. Butcher Park | 13 Arthur J. Miller Park |
| 7 George P. Eckstein | 14 Grace Rentz Park |

NOWAK & FRAUS ENGINEERS

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

WWW.NOWAKFRAUS.COM

PHONE: 586.739.0939

- | | |
|--------------------------------|----------------------------|
| 15 Eugene B. Groesbeck | 21 Leo G. Rinke Park |
| 16 William A. Shaw Park | 22 Warren Community Park |
| 17 Clarence J. Steinhauer Park | 23 Frank Wiegand Park |
| 18 Joseph W. Trombley Park | 24 Anthony F. Winters Park |
| 19 Orba A. Underwood Park | 25 City Square Park |
| 20 Veterans Memorial Park | |

We note that two other sites with were considered but not included in the proposed scope of work for the City Parks Transition Plan however they can be made a part of the scope if desired.

Owen Jax Recreation Center Warren Community Center

If requested, NFE will prepare a separate proposal for the review of these two sites once a review and discussion of the interior spaces to be included is completed with the City.

Scope of Services:

Site Evaluation Phase

NFE will complete a visual survey of each site with a sampling of measurements to assist in identifying barriers to access. For later reporting, field measurements, noted observances and representative photos will be assembled for each Park. The evaluation shall generally include but may not be limited to the following items and their potential barriers which can include the lack of said items:

Sidewalk/Pathways/Curb Ramps and Landings – To be reviewed for the location, slope, width, detectable warnings, continuity of surface including the presence of utility structures such as catch basin inlets and utility access covers.

Parking Spaces, Access Aisles and Crosswalks - To be reviewed for space count, location, slope, width, length, continuity of pavement markings and surface condition including the presence of utility structures such as catch basin inlets and utility access covers.

Signage/Obstructions – to be reviewed for adequacy/applicability, relocation from travel ways (e.g. bollards in access aisles), height, consistency and sign dimension.

Restroom/Picnic Spaces – to be reviewed for accessible routes, dimensional and total seating accommodations, dimensional compliance for turning movements, heights, clearances, reach limitations, grab bar and door swings.

Reporting Phase

A Transition Plan matrix will be created to provide a summary detail for each of the 25 park sites to be surveyed utilizing the following format:

- Coded references will be used to identify each site's **Location**, in both the Park name and location within the Park.
- **Barriers** that are found will be cited in their location and type with the supporting ADA requirement section that applies.
- A **Corrective Action** option will be identified by NFE but subject to review and collaboration with the City Officials' or their designated representative or committee and in consideration of the program access provisions of Title II where applicable.
- For assistance in planning and scheduling the corrective improvements needed to remove found barriers, a **Priority Value** will be assigned to each barrier identifying the timing in which they might be addressed. For instance consideration of whether a site is frequented most by individuals with disabilities or has frequent use by the public or has received complaints or incidents can help determine the priority level of Low, Medium or High.
- The report matrix will include a space for **Final Correction Guidance, Schedule** and, if desired, the **Champion** or responsible party for overseeing the completion of a given barrier's removal. The decided-upon direction for corrective actions to be taken, the timing to initiate and complete the work including consideration of budgets as well as the potential assignment of each barrier removal effort to an individual or team that may be planning projects within or near a subject Park.
- A **Completion** column will allow the ongoing tracking of items that were completed and those that remain for ease in tracking and reporting to interested parties as-requested.

Consulting Phase

NFE will provide as-requested assistance to City Officials and/or their designated representatives or committee to review and determine direction on the corrective solution to various barriers. NFE can assist with the development of cost opinions for budgeting purposes and prioritization of improvements.

We note that the correction of certain barriers may require that NFE conduct a detailed survey of the subject area to develop an efficient and viable solution (not included in this proposal). This is commonly required when challenges with grade and/or site conditions or property limits are in play and slope or dimensional compliance will be challenging.

Attendance at any meetings required for project coordination, report roll-out and clarification, scheduling, assignment/planning of corrective actions, and public meetings as-requested by the City of Warren will be invoiced on a time and materials fee basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Transition Plan Fees:

Site Evaluation Phase	\$ 93,000 Lump Sum Fee
Reporting Phase	\$ 62,000 Lump Sum Fee
Consulting Phase/Meetings/Annual Monitoring	\$ 15,000 Estimated Hourly Fee

SCHEDULE

NFE proposes the following estimate for project milestones related to our project deliverables:

- Site Evaluation Phase services completed within 8-10 weeks
- Reporting Phase services completed within 4-6 weeks

We note that these are not expedited timeframes and the site evaluation phase is weather and access dependent. NFE will coordinate with the City of Warren to identify optimal times to access certain sites and to meet desired deadlines for deliverables if those timeframes are known.

SCOPE CLARIFICATIONS AND EXCLUSIONS:

Additional Services

NFE or its subconsultant team members can provide needed scope and fees for the following services that may be required but are not currently included in the proposed project scope:

- Accessibility Evaluation of Additional Sites and/or Buildings
- Topo/Boundary Surveying Services for the preparation of Corrective Designs
- Construction Document Preparation for Barrier Removal and Contractor Bidding
- Construction Observation and Construction Staking
- Post-Construction Record Drawing Preparation
- Participation in related Community Outreach Activities

These services if required by the Client, will be quoted separately and/or invoiced to the Client on an hourly basis according to NFE's Comprehensive Hourly Rate table outlined in our existing Engineering Services agreement (Table 9).

Assumptions and Understandings: Unless otherwise indicated in this proposal, the following assumptions and understandings apply to this project in the completion of NFE's services:

- NFE may require the City of Warren provide access to electronic maps, CAD files, records, and other electronic information pertinent to the execution of an efficient evaluation and complete report.

- NFE will not conduct formal topographical surveys as part of the initial Transition Plan scope. NFE may utilize 2' and 4' digital levels for slope evaluation, retractable measuring tapes and laser measurement devices for evaluating dimensional compliance and visual evaluation of existing conditions. Markings/notes on aerial photos or record documents and hand sketches will provide a record of the site evaluations.
- NFE and its subcontracting consultants will require access to the sites. The Client will provide NFE written authorization (via acceptance of this proposal) to access the site and complete the outlined scope of work defined herein.
- This proposal is valid for thirty (30) days from the date of the proposal.
- NFE will not accrue fees exceeding the above-established fees without further written authorization.
- All work shall be performed in accordance with the standard terms and conditions indicated on the attached Nowak & Fraus Engineers Fee Schedule and Terms and Conditions.

ACCEPTANCE & AUTHORIZATION TO PROCEED:

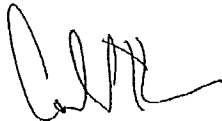
NFE is pleased to offer our experience with the assessment and removal of accessibility barriers in an efficient and cost-effective manner. Provided this proposal meets with your approval, please sign, date and return a copy of this Work Authorization to our office. Receipt of your signed Work Authorization will serve as our authorization to proceed and to access the site. NFE will provide prior notice to the Client when accessing the property.

Please do not hesitate to contact us if you have any questions or require additional information to support our Proposal/Work Authorization. Once satisfied with the Proposal, please return a signed and dated copy to us which shall suffice as our authorization to proceed with the work.

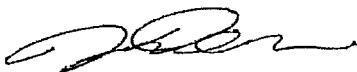
Thank you for choosing Nowak & Fraus Engineers.

Sincerely,

Nowak & Fraus Engineers

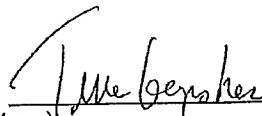


Carol P. Thurber, PE, CFM
Principal



John Dell'Isola, PE
Principal
Dated: 3/22/2024

Accepted and Approved By:



(Signature)

Tina G. Gapshes, PE, City Engineer

6-11-24

(Date)

NOWAK & FRAUS ENGINEERS
WWW.NOWAKFRAUS.COM

48680 VAN DYKE, SUITE 200
SHELBY TOWNSHIP, MI 48317

VOICE: 586.739.0939



**Engineering Division
Payment Request**

Date: July 30, 2024

To: Mark Knapp, Assistant City Controller

Re: Payment No. 15
Contract: Professional Engineering Services RFP-W-0592
Invoice # 122259
Improvement: 5275 5295 Chicago Property Evaluation
Study Workscope approved 2/21/24

Payee: Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342

	<u>This Project</u>	<u>Total Contract</u>
	<u>Hourly</u>	
Original Contract Amount (approved 11/3/23)		
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 457.00	\$ 457.00
Previously Approved Work to Date	\$ 10,210.08	\$ 218,009.39
Total Work Performed as of: 05/26/24	\$ 10,667.08	\$ 218,466.39

Total Amount Due this Payment

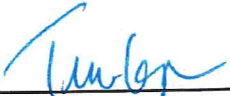
\$ 457.00

Chargeable to:	DDA	100.00%	\$ 457.00
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Chargeable to:		0.00%	\$ -
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Prepared By:

Approved for Payment:


Tina G. Gapshes, P.E.
City Engineer

Tom Bommarito
Director, Economic Development

cc: Payee



Nowak & Fraus Engineers
46777 Woodward Avenue, Pontiac, MI 48342
Phone: 248.332.7931 Fax: 248.332.8257
Federal ID No. 38-3211085

INVOICE

City of Warren
Tina G. Gapshes, P.E.
Engineering Division
One City Square, Suite 300
Warren, MI 48093

Invoice Number: 122259
Date: 06/13/2024

Project Manager: Carol P. Thurber
Project: N999 5295 AND 5275 CHICAGO ROAD
PARCELS - WARREN, MI

For professional services through May 26, 2024

Description of Services	Contract Amount	Percent Complete	Prior Billed	Current Billed
Parcel Split - Parcel 13-05-252-010 (5295 Chicago Road)	5,100.00	100.00	5,100.00	0.00
Parcel Split - Parcel 13-05-252-009 (5275 Chicago Road)	3,200.00	100.00	3,200.00	0.00
Total	8,300.00		8,300.00	0.00

Bridge Feasibility Study

Progress

Project Manager

Hours	Rate	Billed Amount
2.00	152.00	304.00

Expenses

Pre-Application Meeting Request - EGLE

Reimbursable Exp Business Card

Units	Billed Amount
1.00	153.00

Invoice total 457.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
121849	05/17/2024	923.84	923.84				
122259	06/13/2024	457.00	457.00				
Total		1,380.84	1,380.84	0.00	0.00	0.00	0.00

Email Invoice:
rgayfa@cityofwarren.org
tgapshes@cityofwarren.org

ANY CLAIMS OR ERRORS OR DISCREPANCIES ON THE BILLINGS MUST BE SUBMITTED TO OUR OFFICE IN WRITING WITHIN 30 DAYS OF RECEIVING THIS INVOICE. OTHERWISE ALL SUCH OBJECTIONS ARE DEEMED WAIVED AND THE ACCOUNT WILL BECOME STATED. AMOUNT DUE IS PAYABLE UPON RECEIPT OF INVOICE. PLEASE MAKE CHECK PAYABLE TO NOWAK & FRAUS, PLLC. ANY QUESTIONS PLEASE CONTACT

CT

Mari Beth CeCe

From: Carol Thurber
Sent: Tuesday, April 23, 2024 3:12 PM
To: Mari Beth CeCe
Subject: N999 Credit Card Receipt

Mari Beth:
Below is a credit card payment to EGLE MiEnviro. This is to be a reimbursable expense under N999

Carol Thurber, PE, CFM
Principal
Cell: (248) 894-2593

Nowak & Fraus Engineers
Please note our new address:
48680 Van Dyke, Suite 200
Shelby Township, MI 48317
T: 586.739.0939

Electronic Data Notice – The information contained in this electronic communication is considered part of Nowak & Fraus Engineers' (NFE) Instrument of service and shall not be used on other projects. Since data stored on electronic media can be altered, translated or modified; NFE will not be liable for the accuracy, completeness, or readability of the electronic data. The electronic data should be checked against the hard copy. Hard copies of all NFE data are on file and available upon request if needed for comparison.

-----Original Message-----

From: noreply@fiserv.com <noreply@fiserv.com>
Sent: Tuesday, April 23, 2024 3:10 PM
To: Carol Thurber <cthurber@nfe-engr.com>
Subject: Payment Confirmation

Thank you for your recent payment to State MI EGLE MiEnviro.

Payment Application: State MI EGLE MiEnviro Payment Status: Payment completed successfully.
Confirmation Number: 24042345466915
Payment Date: 04/23/2024

Billing Address: Carol Thurber
46777 Woodward Ave.
Pontiac, MI 48342
2488942593

Card Type: MC
Card Number: x4163

Payment Amount: 150.00 USD
Processing Fee: 3.00 USD
Total Amount: 153.00 USD

Reference: HQ3-3R1N-9MCRC

DO NOT REPLY DIRECTLY TO THIS EMAIL.



Engineering Division Payment Request

Date: July 30, 2024

To: Mark Knapp, Assistant City Controller

Re: Payment No. 16
Contract: Professional Engineering Services RFP-W-0592
Invoice # 122698
Improvement: 5275 5295 Chicago Property Evaluation
Study Workscope approved 2/21/24

Payee: Nowak & Fraus Engineers
46777 Woodward Avenue
Pontiac, MI 48342

	<u>This Project</u>	<u>Total Contract</u>
	<u>Hourly</u>	
Original Contract Amount (approved 11/3/23)		
Contract Renewal - No Current Cap		
Current Amended Contract Amount		
Amount this Billing	\$ 884.58	\$ 884.58
Previously Approved Work to Date	\$ 10,667.08	\$ 218,466.39
Total Work Performed as of: 06/30/24	\$ 11,551.66	\$ 219,350.97

Total Amount Due this Payment

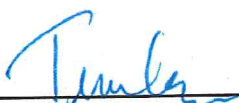
\$ 884.58

Chargeable to:	DDA	100.00%	\$ 884.58
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Chargeable to:		0.00%	\$ -
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Prepared By:

Approved for Payment:


Tina G. Gapshes, P.E.
City Engineer

Tom Bommarito
Director, Economic Development

cc: Payee



Nowak & Fraus Engineers

46777 Woodward Avenue, Pontiac, MI 48342

Phone: 248.332.7931 Fax: 248.332.8257

Federal ID No. 38-3211085

INVOICE

City of Warren
Tina G. Gapshes, P.E.
Engineering Division
One City Square, Suite 300
Warren, MI 48093

Invoice Number: 122698
Date: 07/24/2024
Project Manager: Carol P. Thurber
Project: **N999 5295 AND 5275 CHICAGO ROAD
PARCELS - WARREN, MI**

For professional services through June 30, 2024

<u>Description of Services</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Prior Billed</u>	<u>Current Billed</u>
Parcel Split - Parcel 13-05-252-010 (5295 Chicago Road)	5,100.00	100.00	5,100.00	0.00
Parcel Split - Parcel 13-05-252-009 (5275 Chicago Road)	3,200.00	100.00	3,200.00	0.00
Total	8,300.00		8,300.00	0.00

Bridge Feasibility Study

Progress

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Engineer III	0.75	93.15	69.86
Principal	4.75	171.52	814.72
Phase subtotal			884.58

Invoice total 884.58

Aging Summary

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Outstanding</u>	<u>Current</u>	<u>Over 30</u>	<u>Over 60</u>	<u>Over 90</u>	<u>Over 120</u>
121849	05/17/2024	923.84			923.84		
122259	06/13/2024	457.00		457.00			
122698	07/24/2024	884.58	884.58				
Total		2,265.42	884.58	457.00	923.84	0.00	0.00

Email Invoice:

rgayta@cityofwarren.org

tgapshes@cityofwarren.org

ANY CLAIMS OR ERRORS OR DISCREPANCIES ON THE BILLINGS MUST BE SUBMITTED TO OUR OFFICE IN WRITING WITHIN 30 DAYS OF RECEIVING THIS INVOICE. OTHERWISE ALL SUCH OBJECTIONS ARE DEEMED WAIVED AND THE ACCOUNT WILL BECOME STATED. AMOUNT DUE IS PAYABLE UPON RECEIPT OF INVOICE. PLEASE MAKE CHECK PAYABLE TO NOWAK & FRAUS, PLLC. ANY QUESTIONS PLEASE CONTACT



WARREN

2024 SUMMER TAX BILL

OFFICE OF THE TREASURER
LORIE W BARNWELL
ONE CITY SQUARE STE 200
WARREN, MI 48093
586-574-4542

Purchase 3/01/24
Returns 3/04/24

To: CITY OF WARREN DOWNTOWN DEVELOPM
ONE CITY SQUARE
WARREN MI 48093

PRE/MBT%	TAXABLE VALUE	S.E.V
0.00	23,820	23,820
PARCEL I.D NUMBER	SCHOOL DISTRICT	
12-13-05-252-010	50230 / WARREN CONSOLIDATED	

RATE	DESCRIPTION	AMOUNT
27.40300	City	652.68

6.00000	S.E.T	142.92
4.78000	Debt	113.85
17.50450	Operating	416.95
3.27980	Supplemental	0.00
1.39820	M.C.C	33.30
0.17000	I.S.D Debt	4.04
4.59970	I.S.D	109.56
4.29100	County (Summer)	102.21
	Admin Fee (Summer)	9.22
	County (Winter)	
	D.I.A	
	Admin Fee (Winter)	

Summer Taxes Due:
OR
Summer Installment:
Previous Payments:

1,584.73

914.93
0.00

msb
7/3/2024

Property Address:

5295 CHICAGO

Mortgage Company Name:

USE POINT AND PAY FOR FREE WITH YOUR
CHECKING OR SAVINGS ACCOUNT:

INTERNET: WWW.CITYOFWARREN.ORG
PHONE: 1-844-435-3977

PLEASE SEE BACK OF BILL FOR ADDITIONAL
PAYMENT OPTIONS.

EMAIL YOUR PROPERTY ADDRESS TO:
PAYMENTCONFIRMATION@CITYOFWARREN.ORG
FOR CONFIRMATION OF THIS SUMMER'S PAYMENT.

PLEASE NOTE: TWO DIFFERENT DUE DATES
AT BOTTOM

494-9494-97400

2024 SUMMER TAX BILL PLEASE RETURN WITH PAYMENT

CITY OF WARREN DOWNTOWN DEVELOPMENT

12-13-05-252-010
5295 CHICAGO

PAY FIRST SUMMER INSTALLMENT: 914.93
OR
PAY FULL SUMMER AMOUNT: 1,584.73

DUE DATE: 09/03/2024



2024 WINTER TAX BILL PLEASE RETURN WITH PAYMENT

CITY OF WARREN DOWNTOWN DEVELOPMENT

12-13-05-252-010
5295 CHICAGO

Winter Taxes Due TO BE BILLED IN DECEMBER

DUE DATE: 02/28/2025





WARREN

2024 SUMMER TAX BILL

OFFICE OF THE TREASURER
LORIE W BARNWELL
ONE CITY SQUARE STE 200
WARREN, MI 48093
586-574-4542

To: **CITY OF WARREN DDA**
ONE CITY SQUARE
WARREN MI 48089

PRE/MBT%	TAXABLE VALUE	S.E.V
0.00	0	0
PARCEL I.D NUMBER		SCHOOL DISTRICT
12-13-04-303-001		50230 / WARREN CONSOLIDATED

RATE	DESCRIPTION	AMOUNT
27.40300	City	0.00
	WATER	51.41
6.00000	S.E.T	0.00
4.78000	Debt	0.00
17.50450	Operating	0.00
3.27980	Supplemental	0.00
1.39820	M.C.C	0.00
0.17000	I.S.D Debt	0.00
4.59970	I.S.D	0.00
4.29100	County (Summer)	0.00
	Admin Fee (Summer)	
	County (Winter)	
	D.I.A	
	Admin Fee (Winter)	

Summer Taxes Due:
OR
Summer Installment:
Previous Payments:

51.41

25.71
0.00

Property Address:
6020 CHICAGO

Mortgage Company Name:

USE POINT AND PAY FOR FREE WITH YOUR
CHECKING OR SAVINGS ACCOUNT:
INTERNET: WWW.CITYOFWARREN.ORG
PHONE: 1-844-435-3977

PLEASE SEE BACK OF BILL FOR ADDITIONAL
PAYMENT OPTIONS.

EMAIL YOUR PROPERTY ADDRESS TO:
PAYMENTCONFIRMATION@CITYOFWARREN.ORG
FOR CONFIRMATION OF THIS SUMMER'S PAYMENT.

PLEASE NOTE: TWO DIFFERENT DUE DATES
AT BOTTOM

444-9494-97400

2024 SUMMER TAX BILL
PLEASE RETURN WITH PAYMENT

CITY OF WARREN DDA

12-13-04-303-001
6020 CHICAGO

PAY FIRST SUMMER INSTALLMENT: 25.71
OR
PAY FULL SUMMER AMOUNT: 51.41

DUE DATE: 09/03/2024



2024 WINTER TAX BILL
PLEASE RETURN WITH PAYMENT

CITY OF WARREN DDA

12-13-04-303-001
6020 CHICAGO

Winter Taxes Due TO BE BILLED IN DECEMBER

DUE DATE: 02/28/2025





Water/Sewer Bill
One City Square, Suite 420
Warren, MI 48093-2394
www.cityofwarren.org

Billing Questions
(586) 759-9200
Fax: (586) 759-9222
Hours: 8:30 AM to 5:00 PM

Bill Date: 07/12/2024

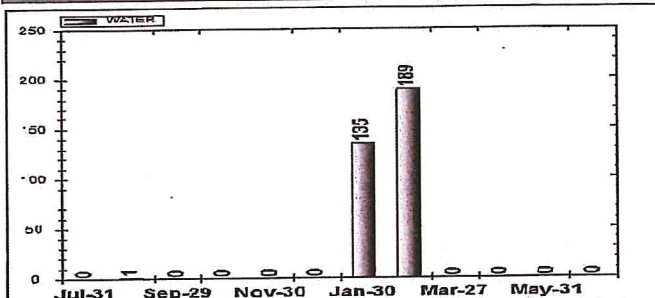
Water & Sewer Emergencies
After Hours: (586) 759-9200

PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION AND PAYMENT OPTIONS

SERVICE INFORMATION

Account Number: 211922634
Service Address: 6020 CHICAGO
Account Class: Commercial
Meter Size(s): 5/8 inch
Billing Period: 05/31/2024 to 06/30/2024
Last Posted Payment: \$57.86
Date Paid: 09/26/2023
1 unit of water = 748 gallons

USAGE HISTORY



ANNOUNCEMENTS

ONLINE ACCESS IS AVAILABLE
Please visit the online services section at www.cityofwarren.org

Beginning this month your water bill reflects a mid year rate increase of approximately 2.8%, primarily due to the increased cost of water purchases from the City of Detroit.

WARNING

Tampering with your water meter or breaking a water seal is a violation of City of Warren Code Section 41-1 and carries a fine of \$500 or 90 days in jail. If seal is broken, notify the office immediately at (586) 759-9200

DIRECT PAY CUSTOMERS

If the text "Direct Debit Amount" appears in the box to the right, your direct payment request has been activated. The indicated amount will be deducted from your account on the due date.

CURRENT BILL DETAILS

Meter Reads	Read Type	Present	Previous	Units
Water		0	620	0

Service Description	Units	Unit Rate	Charges
WATER			\$0.00
WATER SERVICE CHARGE			\$0.00
SEWER			\$0.00
SEWER SERVICE CHARGE			\$0.00
STATE MANDATED FEE			\$0.00
CROSS CONNECTION			\$0.00
COMMODITY			\$0.00

Amount Due	\$0.00
Past Due Amount	\$3,167.72
Please Pay This Amount	\$3,167.72
Due Date	07/31/2024
Pay after Due Date	\$3,262.77

Please include this stub with your payment payable to City of Warren Water Division. Be sure to write your account number on the check.

ACCOUNT NUMBER: 211922634



Note: Non - receipt of bill does not
waive penalties

DUE DATE	07/31/2024
PLEASE PAY THIS AMOUNT	\$3,167.72
AMOUNT AFTER DUE DATE	\$3,262.77

\$ AMOUNT PAID

494-9494-97400

msb 7/30/24



211922634 OCCUPANT
6020 CHICAGO
WARREN, MI 48092



CITY OF WARREN - WATER
PO BOX 554765
DETROIT MI 48255-4765



History Detail Report

Tuesday, July 30, 2024



Water & Sewer System
One City Square
Suite 420
Warren, MI 48093

Telephone: (586) 759-9200
Fax: (586) 759-9222

1/1

Account #: 211922634
Service Address: 6020 CHICAGO
Customer Name: 211922634 OCCUPANT

Posted	Created	Action	Usage	Amount	Balance
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$105.29	\$3167.72
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$102.24	\$3273.01
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$99.28	\$3375.25
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$97.69	\$3474.53
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$40.07	\$3572.22
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$2.03	\$3612.29
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$1.34	\$3614.32
07/30/24	07/30/24 12:2	Penalty Adjustment	WAIVE PENALTY	-\$0.66	\$3615.66
07/12/24	07/12/24 14:2	Bill Calculated	05/31/24-06/30/24		\$3616.32
07/09/24	07/09/24 9:22	Penalty		\$105.29	\$3616.32
06/30/24	07/01/24 9:28	Meter Read	Water		\$3511.03
06/11/24	06/11/24 18:4	Bill Calculated	04/29/24-05/31/24		\$3511.03
06/07/24	06/07/24 9:06	Penalty		\$102.24	\$3511.03
05/31/24	05/31/24 9:01	Meter Read	Water		\$3408.79
05/14/24	05/14/24 18:0	Bill Calculated	03/27/24-04/29/24		\$3408.79
05/10/24	05/10/24 9:30	Penalty		\$99.28	\$3408.79
05/09/24	05/09/24 10:0	Bill Adjustment	TAX LIEN	-\$43.94	\$3309.51
04/29/24	04/30/24 9:25	Meter Read	Water		\$3353.45
04/11/24	04/11/24 11:1	Bill Calculated	02/28/24-03/27/24		\$3353.45
04/09/24	04/09/24 10:4	Penalty		\$97.69	\$3353.45
03/27/24	04/02/24 9:09	Meter Read	Water		\$3255.76
03/11/24	03/11/24 11:3	Bill Calculated	01/30/24-02/28/24		\$3255.76
03/07/24	03/07/24 9:21	Penalty		\$40.07	\$1374.57
02/28/24	02/29/24 9:54	Meter Read	Water 189		\$1334.50
02/12/24	02/12/24 11:2	Bill Calculated	12/30/23-01/30/24	\$1265.62	\$1334.50
02/08/24	02/08/24 9:24	Penalty		\$2.03	\$68.88
01/30/24	01/31/24 9:27	Meter Read	Water 135		\$66.85
01/12/24	01/12/24 11:0	Bill Calculated	11/30/23-12/30/23	\$21.57	\$66.85
01/09/24	01/09/24 11:5	Penalty		\$1.34	\$45.28

Report Generated: 7/30/2024 12:33 PM
Report Options: Posted From: 1/1/2024 To: 7/30/2024



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

August 9, 2024

NOTIFICATION #:
1070402006

CITY OF WARREN
1 CITY SQ, STE 320
WARREN, MI 48093-5284

REFERENCE: 30619 SCHOENHERR, WARREN

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our design drawing showing the proposed location of the gas service entrance is enclosed.

The estimated cost for your energy request is as follows:

Gas Service Connection Fee:	\$	200.00
Excess Footage Charge:	\$	-
Winter Construction Costs:	\$	-
Gas Fuel Line Tie In:		
Permit(s):	\$	350.00
Additional Costs - See Invoice:	\$	500.00
Total Estimated Cost:	\$	1,050.00
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	1,050.00

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is an estimated invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request.

CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: www.consumersenergy.com AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.

Please review all attached materials carefully and direct inquiries for your request to:
Emberlyn C Elliott at (844) 316-9537

Dear New Natural Gas Customer,

Thank you for your request for natural gas service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These are requirements that must be met before we can install your new service.

CUSTOMER RESPONSIBILITIES

- 1) **Meter Location:** A copy of our design document may be included in your customer packet. If included, your meter location is indicated by the solid square on the design document (Form 2804). This location cannot be within 18 inches of any opening (i.e. window that opens or a door) and cannot be within 3 feet of a motor driven air intake, high efficiency furnace air intake or exhaust or any ignition source. **Please contact the Consumers Energy representative assigned to your notification immediately if any of these conditions exists.** Your fuel line will need to be installed to this location.
- 2) **Meter Installation:** If this is a new gas service and your meter isn't being set at the time the service pipe is installed, you will need to call for a meter set at least 24 hours before you need the meter set, by calling 1-800-477-5050, 24 hours a day.
- 3) **Payment:** An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or refund issued upon completion of your service installation.
- 4) **Site Conditions:** The site must be within 3 inches of final grade before we can install your service. To avoid delays, clear a 12 foot wide equipment path free of building materials, brush, trees, shrubs, etc. along the proposed service route. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for final restoration of the trench and ensuring that the grading over the trench is at the required level.
- 5) **Staking:** To avoid damage, stake your existing underground facilities such as; well, septic system, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. Please make sure these stakes are apparent when we arrive to install the service. We cannot reimburse you for damage to your facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) **Mobile Home:** If you requested service to a mobile home, you will be required to install a 2" galvanized steel post per Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) **Gas Usage:** You must begin using gas within two years following service installation or the service will be disconnected from our system. Following that, another request for gas service requires the payment of a reconnection charge plus the charge for construction of any new service pipe.
- 8) **Additional Charges:** Underground services installed during the months December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 9) **Joint Trenching:** Discounts for installation of Consumers Energy's electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 10) **Usage Rate:** Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job.

If you have any questions regarding these requirements please direct inquiries to:

Emberlyn C Elliott at (844) 316-9537

Customer Site Readiness Photo Instructions Gas Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

Requirements for Site Readiness

For proper meter clearances, please refer to the Gas Meter Location letter or reach out to your Project Coordinator.

New Business Gas Service

- Meter location must be labeled with the word GAS or G or fuel line stubbed out at the meter location.
 - A piece of plywood is also acceptable if propped up at the meter location.
- Meter location must be outside on the building wall or on a pedestal next to the wall of the building/property being served.
 - No obstructions on wall where meter will be located such as water boxes, Generac box/transfer switch, solar boxes, motor in exhaust, disconnects, outlets, vents, water hose reels.
- Site is to rough grade. Grade must be leveled and private utilities must be marked or flagged.
- 12-foot clear proposed service pathway from the meter location to the gas main location (see service design for service pathway to gas main location).
- Installed subfloor for open basements and depending on meter size:
 - 250 meter: foundation walls.
 - 425-800 meter: framed walls.
 - 2M rotary meter or higher: finished walls.

Relocate Gas Meter/Gas Service

Follow the requirements for New Business.

- The homeowner must hire their own contractor and pull their own permits for fuel line additions of 10 feet or more or when wall obstructions cannot be moved.
- Customer-owned fuel line must be moved and visible (stubbed out) at the new meter location for same day gas supply.
 - If not stubbed out, the customer will be without a gas supply to their property until the customer's fuel line is installed.
 - Customer will need to call for a turn-on once fuel line is tied in.
 - Customer mechanical contractor to complete the fuel line tie in, unless previously discussed with Project Coordinator.
- Pedestal installed at new meter location for mobile homes.

Meter will not be installed to the new location unless the customer's fuel line is visible in submitted photos.

Gas Meter Upgrade

Follow the requirements for Relocate Gas Meter.

- No obstructions above the meter such as conduit lines, electric meters, hose reels, and water boxes.
- Meter must be 3 feet away from an ignition source such as a generator or outlet.
- 12-foot clear pathway from the meter location to the gas main. (To ensure there is a clear pathway for Service/C&I vehicles to drive/park for larger and multiple meters.)

Gas Meter Set

Follow the requirements for a Gas Meter Upgrade.

- Pedestal/Post must be installed for mobile home – Post must meet Consumers Energy's current requirements. Consumers Energy will not set a meter onto an outdated meter pedestal. Please consult with your Project Coordinator for current requirements.
- Only a single 250-meter set is eligible for a no-fuel-line-visible configuration.
- All fuel lines must be tagged with Consumers Energy aluminum tags for existing multi-bar meter stands. (Contact your Project Coordinator for meter tags and instructions on how to tag your fuel lines.)

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Count on Us

Retire/Renew Gas Service

Follow the requirements for New Business.

- If a post (temporary meter stand) is customer requested or recommended by your Project Coordinator, the install must meet Consumers Energy requirements. Please contact your Project Coordinator for the latest requirements.
- If renewed service or meter will be installed to a new location, see Relocate Gas Meter/Gas Service section.

Photo Instructions – Gas Service

Site readiness photo submission is a regulatory requirement.

New Business	Site to rough grade. Grade must be leveled.	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.
Relocate	New meter location. Visible fuel line, if stubbed out.	Clear pathway to new meter location.	No debris at old meter location.	Private utilities marked or flagged.
Upgrade	Current meter location.	Clear pathway to the meter location, with no debris at meter.	---	---
Meter Set Multi-Meter (MM) Single-Meter (SM)	Multi-meter bracket with visible fuel line for a multi-bar stand, 425 meter and higher. MM & SM	Fuel line tagged with CE tags and service line connected to the bracket for multi-meter stand. MM	Clear pathway to meter location, no debris at meter. MM & SM	Pedestal/post for mobile home.
Retire/Renew	Clear pathway from meter location to gas main.	Private utilities marked or flagged.	Meter location marked.	---



Rough grade.



Clear pathway from meter location to
gas main.



Private utilities ma

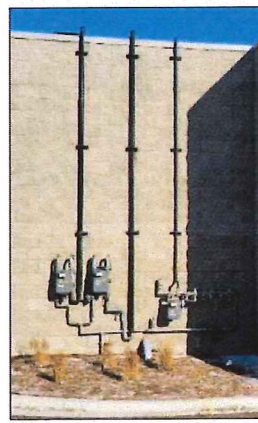
Site readiness photo submission is a regulatory requirement



Meter location marked with a G.



New meter location and visible.

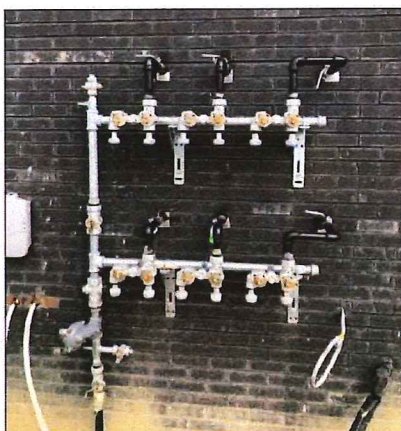


No debris at meter location.

Meter posts for temporary meter stand.



irked or flagged.



Multi-meter bracket showing Consumers Energy tags on fuel lines and service line connected to bracket.



Mobile home pedestal.




Freest



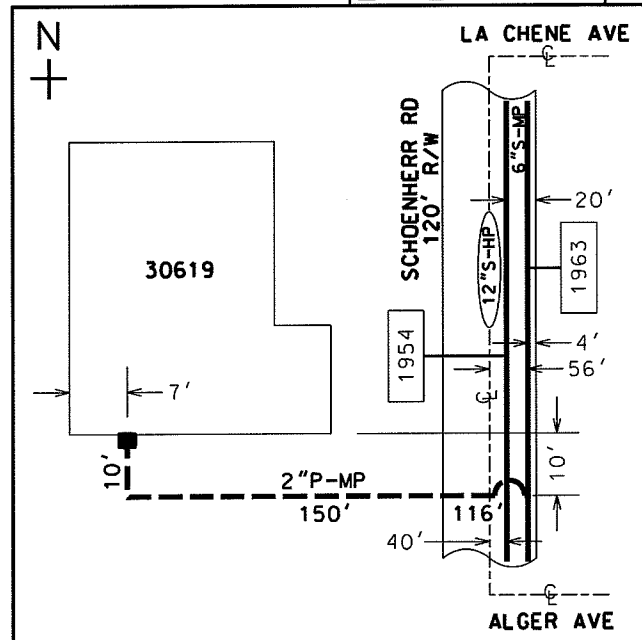
Meter location marked with plywood marked Gas.



standing/temporary meter post.

ADDRESS 30619 SCHOENHERR - GCNC,NBS SVS		PIPELINE COATING CERTIFICATION ALL FIELD AND FACTORY COATING ON ALL SIZE STEEL PIPE HAS BEEN VISUALLY INSPECTED AND ALL NEW BURIED PIPE INSTALLATIONS THAT ARE 2" OR LARGER IN DIAMETER HAVE BEEN JEEPED AS OUTLINED IN GOM 11.12 <input type="checkbox"/> YES PERSON IN-CHARGE: <input type="checkbox"/> N/A		STEEL P/S READ: _____	INSTALL AN ANODE/TEST BOX IF P/S READ IS LESS THAN -0.90	
PROJECT TITLE 30619 SCHOENHERR				TEST BOX LOC: _____ FT N-S-E-W OF: _____ 2ND DIMENSION: _____ FT N-S-E-W OF: _____		
DESIGN NUMBER 11656172	AS-BUILT NUMBER _____			INTERNAL PIPE CONDITION <input type="checkbox"/> NA - NO PIPE/ COUPON REMOVED PIPE PITTED: <input type="checkbox"/> YES <input type="checkbox"/> NO PIT DEPTH: _____ INCHES		
CONSTRUCTION MEASURE NUMBER 100007669494				EXTERNAL PIPE CONDITION CONDITION OF COATING: <input type="checkbox"/> GOOD <input type="checkbox"/> BARE <input type="checkbox"/> DISBONDED PIPE PITTED: <input type="checkbox"/> YES <input type="checkbox"/> NO PIT DEPTH: _____ INCHES		
NOTIFICATION NUMBER 1070402006						
ORDER TYPE GCNC	ORDER NUMBER _____					
MAINTENANCE ACTIVITY TYPE NBS						
METER ORDER NUMBER _____	METER NUMBER _____					
READ _____	METER LOCATION _____					
<input checked="" type="checkbox"/> SET	<input type="checkbox"/> REMOVE	<input type="checkbox"/> EXCHANGE				
COUNTY MACOMB						
CITY/TOWNSHIP WARREN						
TRS 016211	DATE 7/2/2024					
 A CMS Energy Company SERVICE		CONSUMERS ENERGY CONTACTS		CAUTION! TRANSMISSION PIPELINE IN AREA.		
		DEPARTMENT	NAME	NUMBER	PIPELINE OWNER: CONSUMERS ENERGY CO	
		COORDINATOR	Emberlyn C Elliott	586-918-6748	PIPELINE OWNER CONTACT INFO: NAME: KEVIN COUTURIER	
		DESIGNER	Benigno Zambrano		ADDRESS: 2380 LINCOLN ST E. TAWAS MI	
		CUSTOMER	Dan Gwozdz	586-469-3600	PHONE: 989-574-7538	
					SPECIAL NOTES: CONSUMERS 12" S-HP PIPELINE IN AREA	

NON JOINT



PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

☐ AGREEMENT FOR INSTALLATION (Please return all pages of contracts)
 (Form 93, Form 94 and Form 95 - 2 Page Document Each)
 (Form 861, Form 862 and Form 230 - 4 Page Document Each)

☒ PAYMENT WITH INVOICE STUB
 (BOTTOM STUB IS REQUIRED FOR PROCESSING)

☒ REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE

☐ STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
 EMAIL STREETLIGHT CONTRACTS TO:
street_lighting@cmsenergy.com

☐ SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT
 (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)

☒ GO READY FORM (FORM 1250)
 TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

☒ SITE READY PHOTO(S)
 TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

☐ OTHER:

ELECTRIC SERVICE NOTIFICATION:

GAS SERVICE NOTIFICATION:

ELECTRIC OH DISTRIBUTION NOTIFICATION:

ELECTRIC UG DISTRIBUTION NOTIFICATION:

GAS MAIN NOTIFICATION:

STREETLIGHT NOTIFICATION:

1070402006

Amount Due:	\$1,050.00
Please pay by:	August 23, 2024

Invoice Number	9327239471
PO Number	
PO Date	
Bill Date	08/09/24

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Gas CIAC Meter Connection Fee	1.0 EA	\$200.00	\$200.00
Gas CIAC Elevated Pressure Setup Fee	1.0 EA	\$500.00	\$500.00
Gas CIAC Permits (Service)	1.0 EA	\$350.00	\$350.00

Consumers Energy
Count on Us®

Amount Due:	\$1,050.00
Please pay by:	August 23, 2024
Enclosed:	

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Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order

Varies by authorized payment location
Fees may apply

GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is required to schedule your service installation, retirement, or alteration. Consumers Energy will contact you one to two days before our scheduled arrival. If it is deemed that any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist either (1) by E-mail: poboxceservicerequest@cmsenergy.com (preferred) or (2) by Fax: 517-374-2424.

If neither option is available, you can mail a completed application to: CEM Support Center, Rm. 122, 530 W Willow St, Lansing MI 48906-4754

Notification #: 1070402006

Service Address: 30619 SCHOENHERR, WARREN

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location (service installation or alteration)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site at rough grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo. Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer-owned, underground facilities present, by clearly identifying and indicating the facility location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other: _____

These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name: _____

Signature: _____

Date: _____

CONSUMERS ENERGY
REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE

To be completed by a Consumers Energy Representative					
Project Name 30619 SCHOENHERR		Date 07/22/2024		Notification Number 1070402006	
Address 30619 SCHOENHERR		City/Township WARREN		Design Document No.	
Customer requests a delivery pressure to their fuel line of 0.4 psig and attests that the fuel line system and equipment subject to the meter stand outlet pressure is designed to handle a pressure of at least 1 psig. Elevated delivery pressures normally require a downstream regulator to cut the pressure to what the appliance is designed to use. Failure to comply with these limitations could result in an unsafe condition. Original with all signatures must be retained by Consumers Energy.					
Delivery (psig) 0.4 1 or 2 5 6 to 30 31 to 100 101 to 200		Customer's Fuel Line Requirements (psig) 1 10* 15 Delivery + 10 Delivery + 20 Delivery + 30 *If IRV or IM regulator is used only 5 psig is required			
Signature of Mechanical Licensed Individual (1 psig or higher) or Permit Holder		Printed Name			
		License No.		Permit No.	
Requesting Party's Signature		Printed Name and Title		Date	
CUSTOMERS LOAD DATA	Present Max Continuous 0		Present Max Demand 0		Type of Equipment
	Additional Max Continuous 4244.5		Add. Max Demand 4282		Type of Equipment Various
	Total Max Continuous 4244		Total Max Demand 4282		
SERVICE		Size	Kind	Length	Pressure Drop
	MP Service	2"	Plastic Yellow	276	0.34
	HP Service/Main to Regulator				
	Reg to meter Installation				
Min. main pressure required 7.65		Regulator Size/Kind Schlumberger B-34-IMV 2"		Orifice Size 3/4"	Min. Inlet Pressure 7.31
CE Representative Signature (PC, Sys Engineer, DPE, etc.)			Printed Name		Date 07/22/2024
Approved (All Pressures)					
CEM Coach Signature		Printed Name		Date	
Approved (5 PSIG or Above)					
System Engineer Signature		Printed Name		Date	
To be completed by System Planning					
Distribution System					
		Existing Load Study without New Load		Existing Load Study with New Load	
System MAOP					
Main Pressure (Available)					
System Changes Required					
Delivery Pressure 5 PSIG or Above, or Minimum Main Pressure 10 PSIG or Above Approved By					
System Planning Signature		Printed Name		Date	