



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

[www.cityofwarren.org](http://www.cityofwarren.org)

December 4, 2024

Mindy Moore, Council Secretary

**RE: Resolution for 23814 Willard (house) Nuisance Abatement**

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house at **23814 Willard** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the **January 14, 2025 consent agenda** for a **February 11, 2025 City Council Meeting**.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli, Director  
Department of Public Service

Read and Concur,

A handwritten signature in black ink, appearing to read "Lauren Sullivan".

Approved:

City Attorneys Office

Read and Concur,

A handwritten signature in blue ink, appearing to read "Lori M. Stone".

Approved:

Lori M. Stone, Mayor

Cc: Building



DEPARTMENT OF PUBLIC SERVICE  
**RECEIVED**  
DEC 05 2024  
CITY ATTORNEY'S OFFICE

ONE CITY SQUARE, SUITE 320  
WARREN, MI 48093-5284  
(586) 574-4604  
FAX (586) 574-4517  
www.cityofwarren.org

December 4, 2024

City Attorney

RE: **Vacant, dilapidated one story house (630 sq. ft. ) with crawl space, remove dilapidated front deck and all debris on the property at:**

**23814 Willard  
13-25-305-014**

**LOTS 124 AND 125 – ABBOTT & BEYMER'S HALFWAY GARDENS SUBDIVISION,  
according to the plat thereof as recorded in Liber 7, Page 83 of Plats, Macomb  
County Records.**

**Interested Parties: Joewas N.A. Hidais  
Nour Fa Realty LLC  
Macomb County Treasurer**

Submitted herewith is a copy of a report prepared by our Division of Buildings and Safety Engineering on the above-noted nuisance abatement proceeding.

A hearing was scheduled and held on **July 25, 2024**. After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli  
Public Service Director

cc: Mayor  
Division of Building  
Dept. of Property Maintenance  
City Controller  
City Clerk w/ attachment  
City Assessor

Nuisance Abatement  
23814 Willard  
13-25-305-014

**RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION**

A regular meeting of the council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_ at 7 p.m. Eastern \_\_\_\_\_ Time, in the council chamber of the Warren Community Center, 5460 Arden, Warren, Michigan.

PRESENT: Council Members \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

\_\_\_\_\_

The following preamble and resolution were offered by Council Member

\_\_\_\_\_ and supported by Council Member \_\_\_\_\_:

On **July 25, 2024** a hearing was held before the Hearing Officer for the City of Warren to determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren Code of Ordinances upon the following described property: **23814 Willard**

Parcel No. **13-25-305-014**

Known as : **LOTS 124 AND 125 – ABBOTT & BEYMER'S HALFWAY GARDENS SUBDIVISION, according to the plat thereof as recorded in Liber 7, Page 83 of Plats, Macomb County Records.**

The Hearing Officer determined that a public nuisance did in fact exist on the subject Property indicated in violation of the Code of Ordinances, Chapter 9, Article VI, Division 2 to wit:

Warren Code of Ordinances paragraph:

8. **A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.**
- 10: **A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.**

**Determination: Unfit for human habitation and remains unoccupied.**

The Hearing Officer has ordered the nuisance be abated by demolition. The City Clerk has notified the subject property's owner(s), occupant(s), or other interested parties, and all property owners or occupants located within three hundred (300) feet of the subject property, of the Hearing Officer's Order of determination of the existence of a public nuisance, and of the date, time and location of the Hearing Officer's Appeal Hearing.

On this date stated above, the council of the City of Warren held an Appeal Hearing of the Hearing Officer's determination that a nuisance exists upon the subject property.

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved that the **vacant, dilapidated one story house (630 sq. ft.) with crawl space, remove dilapidated front deck and all debris at: 23814 Willard** has created a dangerous condition as defined by Section 9-165 thru Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

IT IS FURTHER RESOLVED, that the nuisance shall be abated within sixty (60) days of this Appeal Hearing date, and if the nuisance is not abated within the time limit, the Director of Public Service is hereby instructed to direct the removal of the nuisance by the proper



department of the City.

IT IS FURTHER RESOLVED, that the demolition bid awarded to the lowest priced qualified contractor, who meets the bid specifications, is hereby approved.

IT IS FURTHER RESOLVED, that the owner(s) of the subject property is hereby notified that a charge for these nuisance proceedings, which includes all administrative costs and costs incurred by the City's personnel or private contractor(s), will be incurred and owed to the City.

IT IS FURTHER RESOLVED, that the Director of Public Service shall keep an accurate record of all expenses incurred in connection with the removal of the nuisance. Upon the completion of any work performed to remove the nuisance, the Director of Public Service shall bill the subject Property's owner(s) for the amount owed, which shall be paid to the City within thirty (30) days.

IT IS FURTHER RESOLVED, that if the expenses incurred by the City in connection with the removal of the nuisance are not paid within the time specified, the City Attorney's Office will be directed to institute collection proceedings, including but not limited to, any civil action that may be available. Accordingly, the Director of Public Service shall charge a special assessment, (SAR) against the subject property for any unpaid nuisance removal expenses.

IT IS FURTHER RESOLVED, that the City Clerk shall record a certified copy of this Resolution Approving Public Nuisance Determination with the Macomb County Register of Deeds.

IT IS FURTHER RESOLVED, that after the removal of the nuisance, the Director of Public Service shall record a Certificate of Removal of Notice of Nuisance Abatement Proceedings with the Macomb County Register of Deeds.

AYES: Council Members

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NAYS: Council Members

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RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Mindy Moore, Secretary of the Council

**CERTIFICATION**

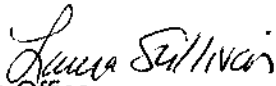
STATE OF MICHIGAN       )  
                                      ) SS.  
COUNTY OF MACOMB       )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

---

SONJA BUFFA  
City Clerk

When recorded return to:  
One City Square  
City Clerk, Suite 205  
Warren, Michigan 48093-2393

Reviewed by:   
City Attorney's Office  
One City Square  
Legal Department, Suite 400  
Warren, Michigan 48093-5285

**NUISANCE ABATEMENT - Dangerous Buildings**  
**Warren Code of Ordinances Chapter 9, Article VI, Division 1 and 2**

**SPECIFICS FOR CITY COUNCIL**

Date 11/26/2024

Property Address 23814 Willard Owners Name Joewas Hidais  
Sidwell 12-13-25-305-014 Owners Address 1002 Ditmas Ave. 2 E  
Subdivision Abbott&Beymers Halfway Gardens P.83L.7 Owners City Brooklyn, NY Zip 11218  
Date of Complaint/Discovery 1/5/2021 Agent \_\_\_\_\_  
Ord. Sec. 9-165, Par, Violation #8 & #10 Agent Address \_\_\_\_\_

**Specifics:**

- 1 Dilapidated gutted home/ 3rd owner since starting Nuisance Abatement proceedings
- 2 Interior gutted to studs/ rotted subfloor structure/ non compliant framing of an addition at rear
- 3 no footings, walls supported by blocks/ front foundation appears to be failing and exterior portion at
- 4 the front of home is severely compromised (see complete set of att. Pics)/Zero water usage since 2017
- 5 Original owner acquired permit to renovate, failed to properly complete and sold the property.
- 6 Home remains in vacant dilapidated condition. 6 hearings have been scheduled on this property.

Building Size 630 sq. ft. (recognized) Type Exterior Siding Story 1

Has: foundation, piers, crawl space, basement Crawl

**Accessory Building Size(s)**

- 1 Garages No garage or accessory structures
- 2 Sheds
- 3 Other

Lot Size 80 ft. x 138 ft.

Utilities Connected none

Date of Nuisance Abatement Hearing 7/25/2024 Most recent/file delayed due to new owner.

Owner or representative appearing at hearing FTA

**Date/Postings**

- 1 Unsafe structure 1/05/2021 (original Unsafe Structure posting)/ 12/01/23 repost Unsafe Structure
- 2 No Occupancy - C/O required
- 3 Stop work
- 4 Re-postings

City Certification inspections obtained Building permit obtained 5/02/2022, closed due to inactivity/new owner

**Permits obtained, Inspections performed**

- 1 Building No trade inspections performed.
- 2 Electrical
- 3 Mechanical
- 4 Plumbing

Assessed Value \$36,950/2025 SEV Length of Vacancy approx 7.5yrs Year Home Built 1943

Taxes paid/pending 2024 taxes due/2023 appear to be paid

Comments & Other Removal: Remove any and all debris on the property/ Remove dilapidated front deck.

Note: Home has been passed through 3 owners delaying file to be sent for Public Hearing.



Additional pictures for  
Public Service & Mayor

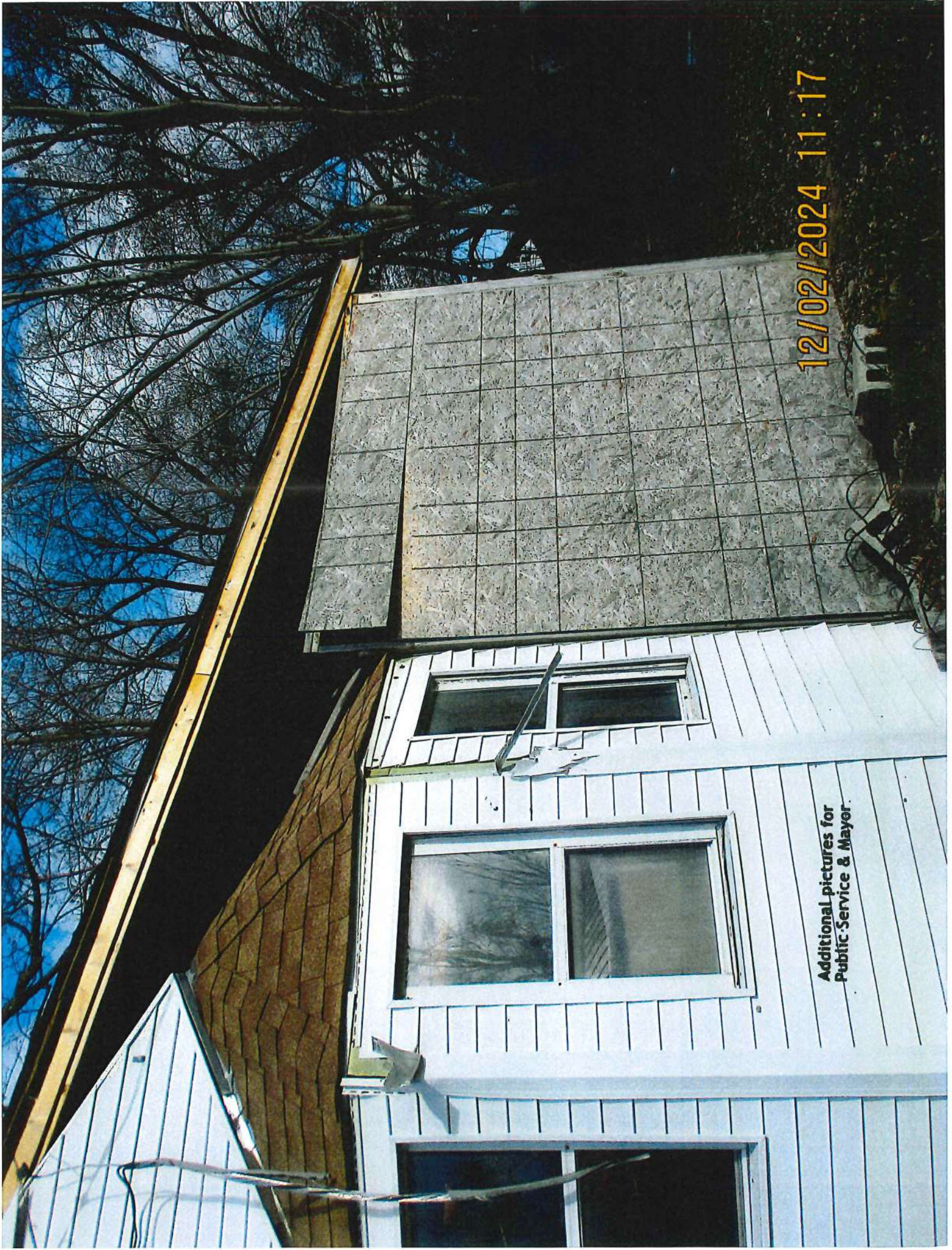
12/02/2024 11:16



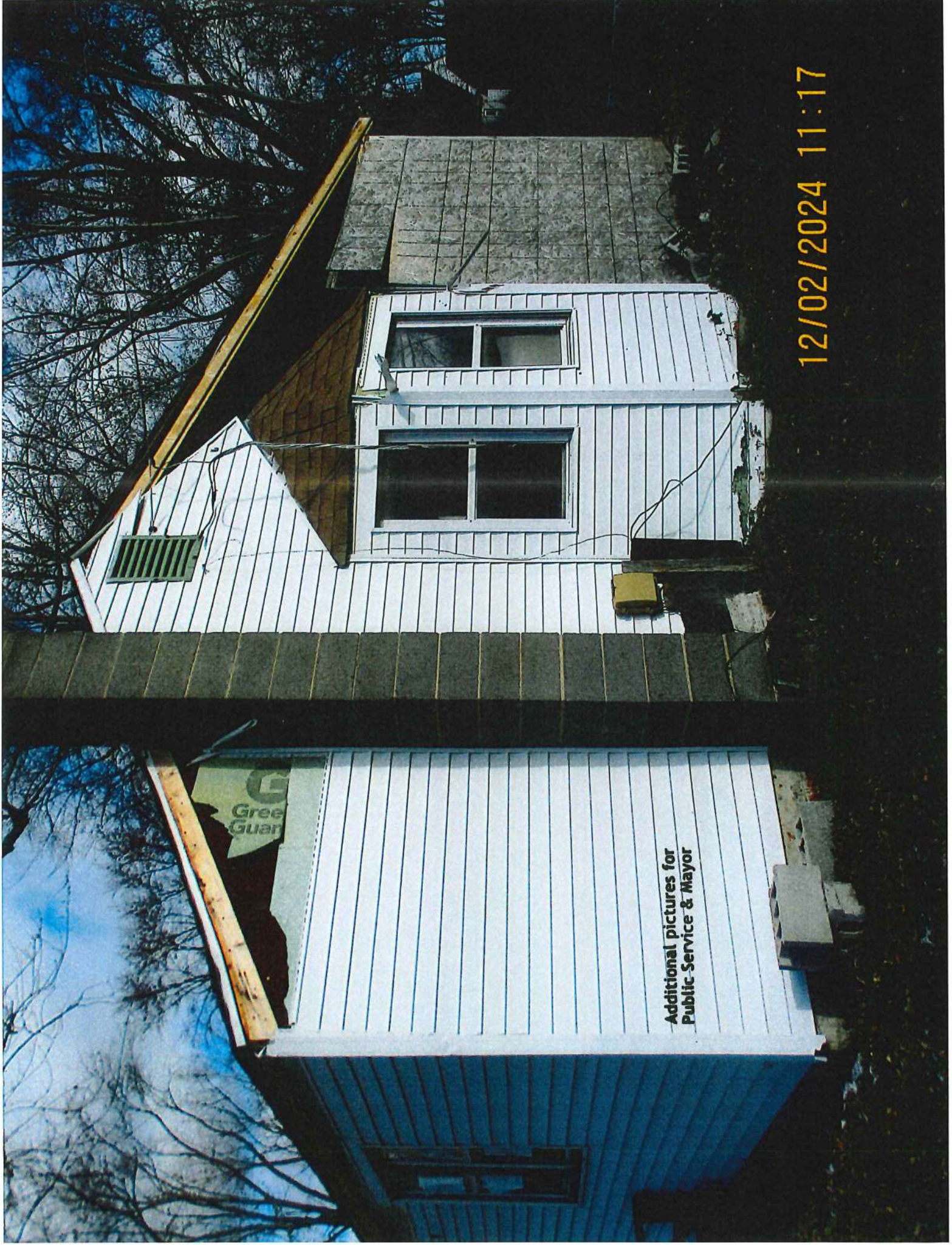


12/02/2024 11:17

Additional pictures for  
Public Service & Mayor.



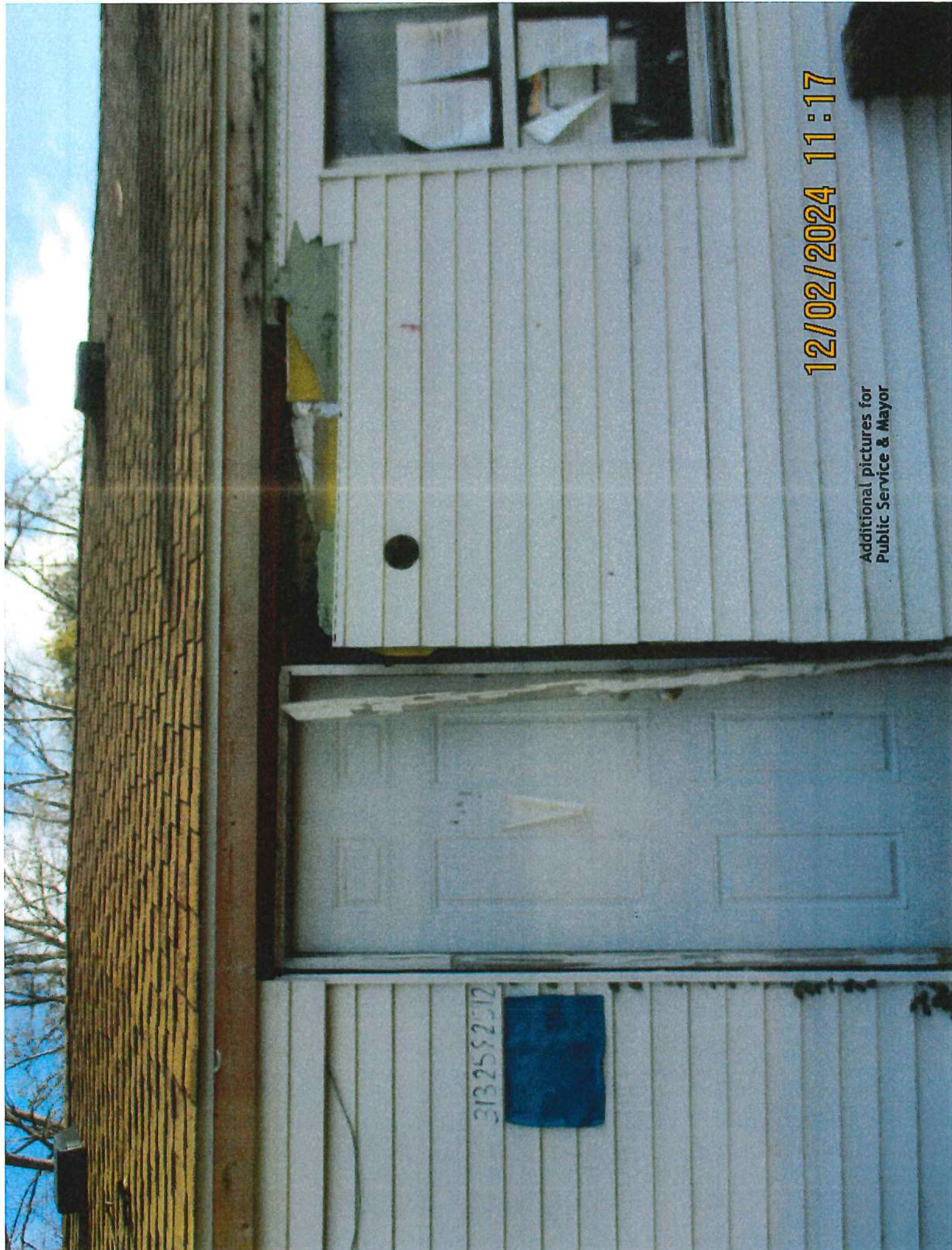




Additional pictures for  
Public Service & Mayor

12/02/2024 11:17





12/02/2024 11:17

Additional pictures for  
Public Service & Mayor

3132582512



Additional pictures for  
Public Service & Mayor

12/02/2024 11:19







Additional pictures for  
Public Service & Mayor

12/02/2024 11:18



A photograph showing the interior of a building undergoing significant structural damage or demolition. The image captures a network of exposed wooden studs and joists. A large section of the wall or ceiling has been removed, revealing the internal framework. Debris, including loose wooden planks and fragments of drywall, is scattered across the floor. In the foreground, a window frame is visible, and a blue metal beam runs horizontally across the middle of the frame. The lighting is dim, highlighting the textures of the wood and the extent of the destruction.

Additional pictures for  
Public Service & Mayor

12/02/2024 11:18





Additional pictures for  
Public Service & Mayor

12/02/2024 11:18





12/02/2024 11:18

Additional pictures for  
Public Service & Mayor

Norbord  
RATED SHEATHING  
PS 2-19 SHEATHING  
THICKNESS 0.418 IN  
CONSTRUCTION  
EXTERIOR  
11 0 IN  
7 1/8 CPT  
PROVIDE MINIMUM  
SIZED FOR SPACING  
24 1/8  
COVERSURE 1  
SPACING ALL EDGES 1/8 IN  
1 1/2 IN MIN



Additional pictures for  
Public Service & Mayor

12/02/2024 11:18

Not for use. From private property and exposed to the  
public. Do not use for any other purpose or to open for the  
public.



Additional pictures for  
Public Service & Mayor

07/08/2024 11:24



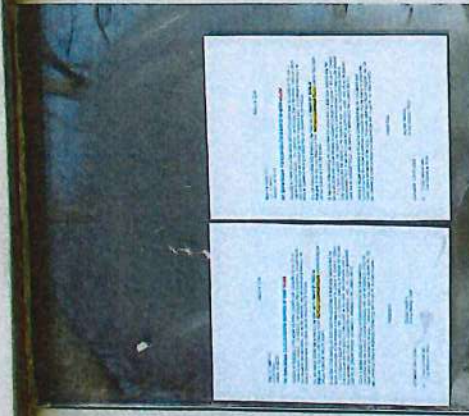
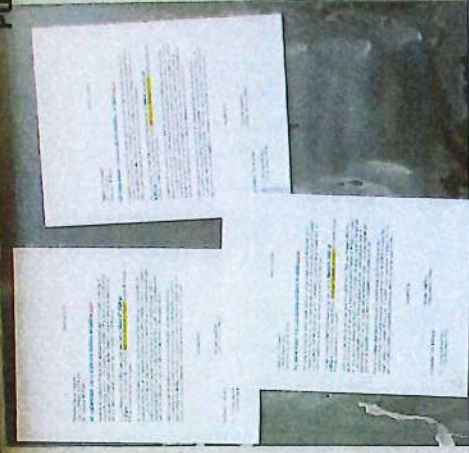


Additional pictures for  
Public Service & Mayor

07/08/2024 11:24



Additional pictures for  
Public Service & Mayor



03/12/2024 10:14



Additional pictures for  
Public Service & Mayor

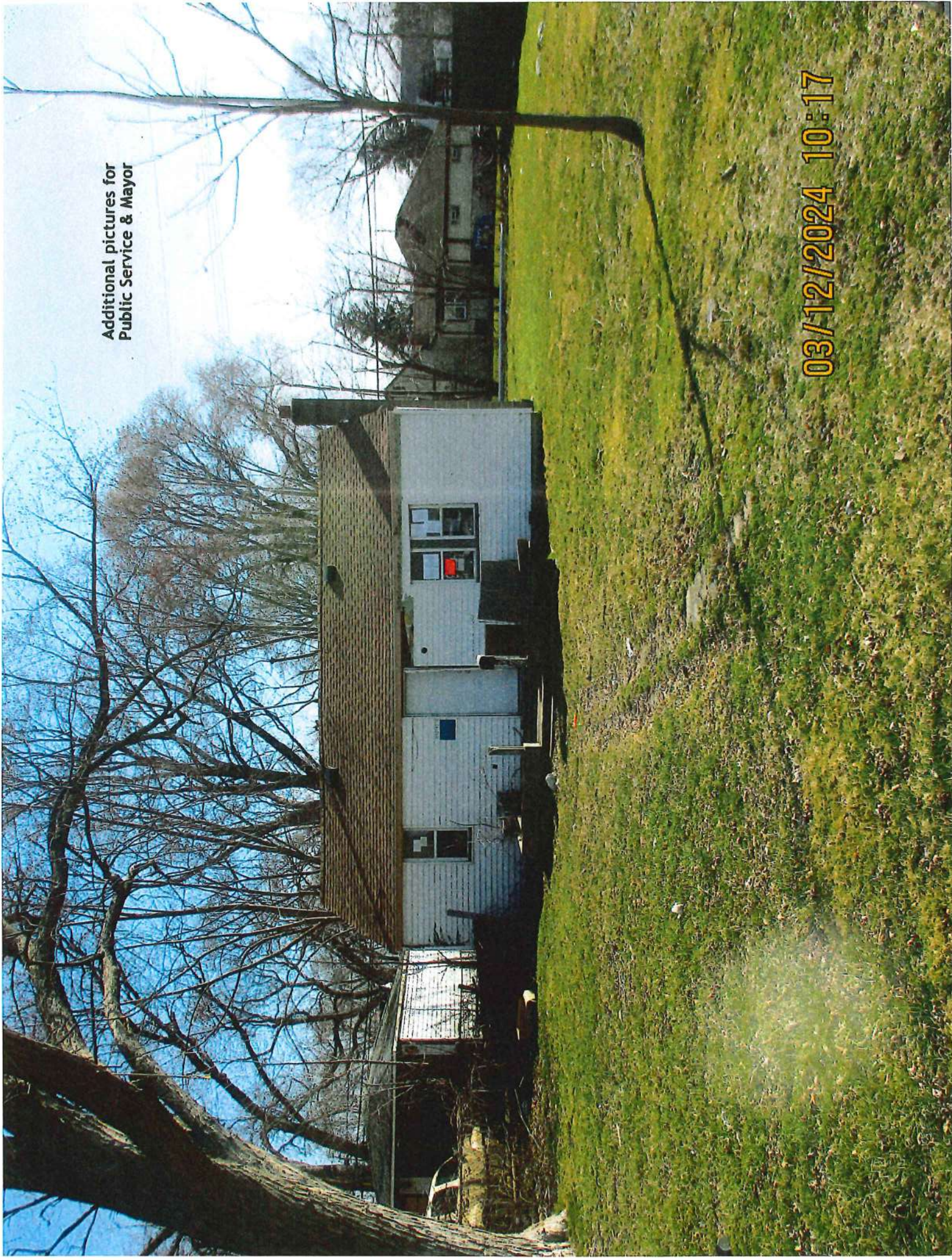
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03/12/2024 10:15



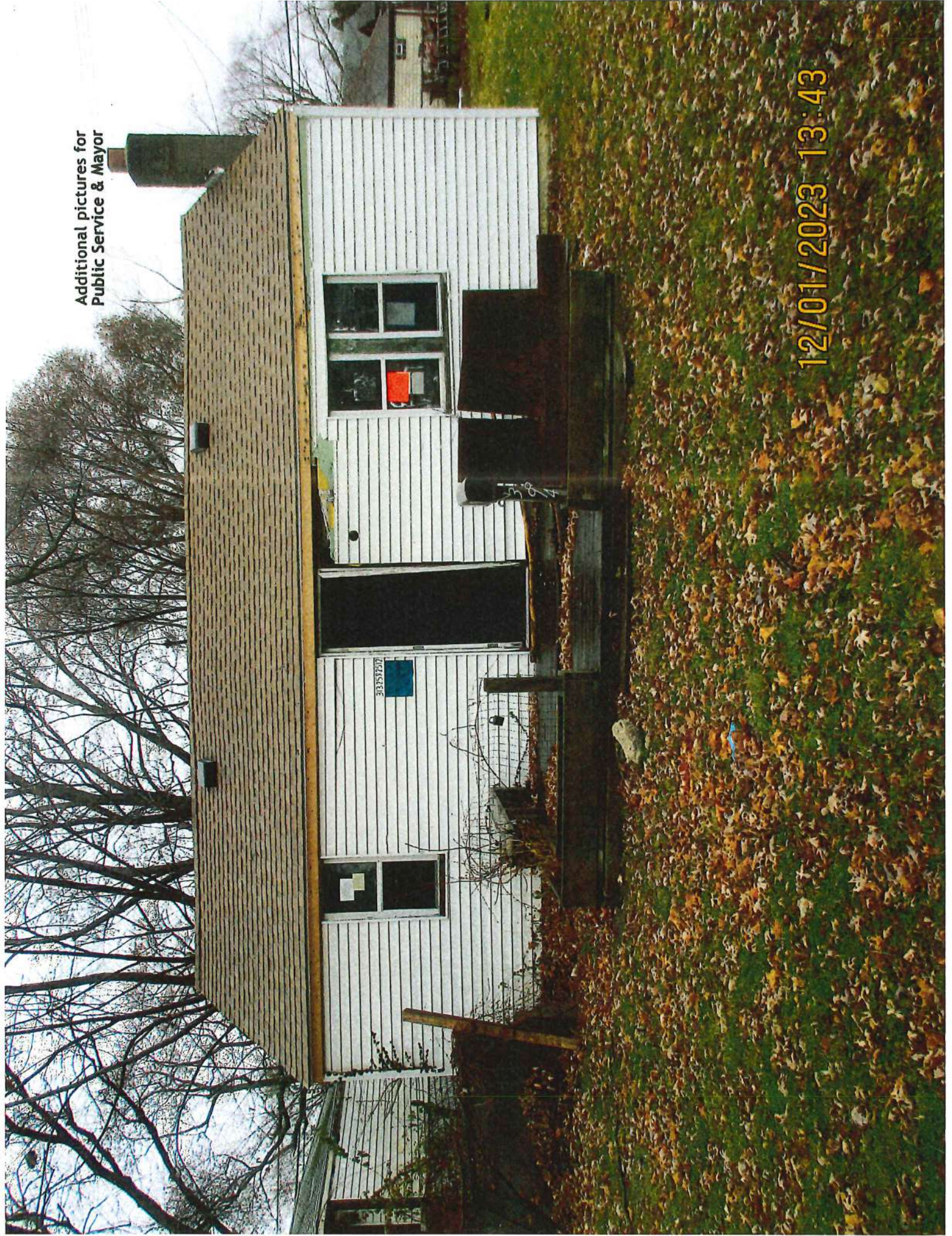
Additional pictures for  
Public Service & Mayor

03/12/2024 10:17





Additional pictures for  
Public Service & Mayor



12/01/2023 13:43





Additional pictures for  
Public Service & Mayor

12/01/2023 13:47



Additional pictures for  
Public Service & Mayor

3132582512

3874

12/01/2023 13:44



Additional pictures for  
Public Service & Mayor

3132582592

For Sale  
By Owner  
3132582592

12/01/2023 13:43





Additional pictures for  
Public Service & Mayor

12/01/2023 13:44



12/01/2023 13:44

Additional pictures for  
Public Service & Mayor





Additional pictures for  
Public Service & Mayor

12/01/2023 13:44



12/01/2023 13:45

Additional pictures for  
Public Service & Mayor





Additional pictures for  
Public Service & Mayor

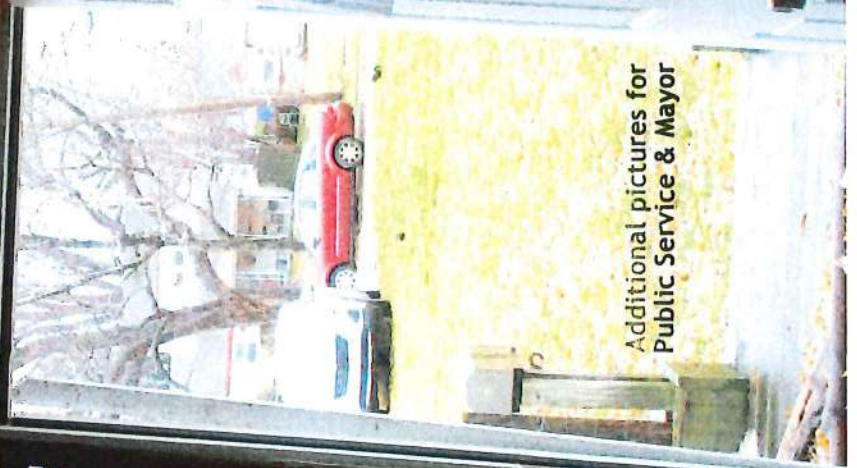
12/01/2023 13:45





12/01/2023 13:45

Additional pictures for  
Public Service & Mayor



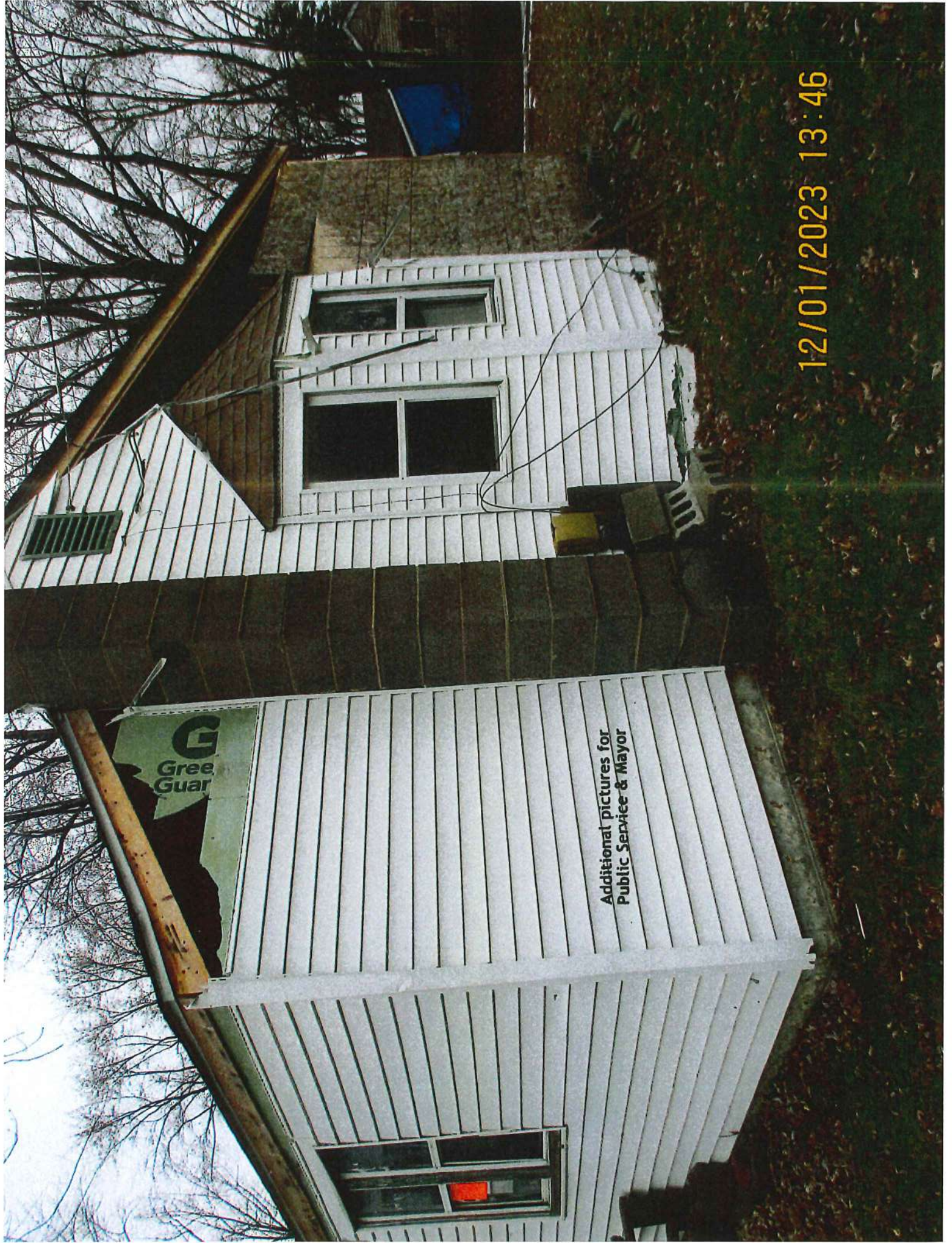




Additional pictures for  
Public Service

12/01/2023 13:45





Additional pictures for  
Public Service & Mayor

12/01/2023 13:46



A photograph of a construction site. On the left, there is a concrete foundation wall. To its right is a wall made of vertical wooden planks, likely formwork. The ground in the foreground is covered with a thick layer of fallen autumn leaves in shades of brown, orange, and yellow. A date stamp in the bottom right corner reads "12/01/2023 13:46".

A photograph of a construction site. On the left, there is a concrete foundation wall. To its right is a wall made of vertical wooden planks, likely formwork. The ground in front of the walls is covered with a thick layer of fallen autumn leaves in shades of brown, orange, and yellow. A date stamp in the bottom right corner reads "12/01/2023 13:46".



Additional pictures for  
Public Service & Mayor

12/01/2023 13:46





Additional pictures for  
Public Service & Mayor

12/01/2023 13:46

THINKERS 0418 IN  
CONSTRUCTION SHEETING 556 ST  
1824 12/16/2024  
1824 12/16/2024  
1824 12/16/2024





12/01/2023 13:46

Additional pictures for  
Public Service & Mayor

Northford  
APA

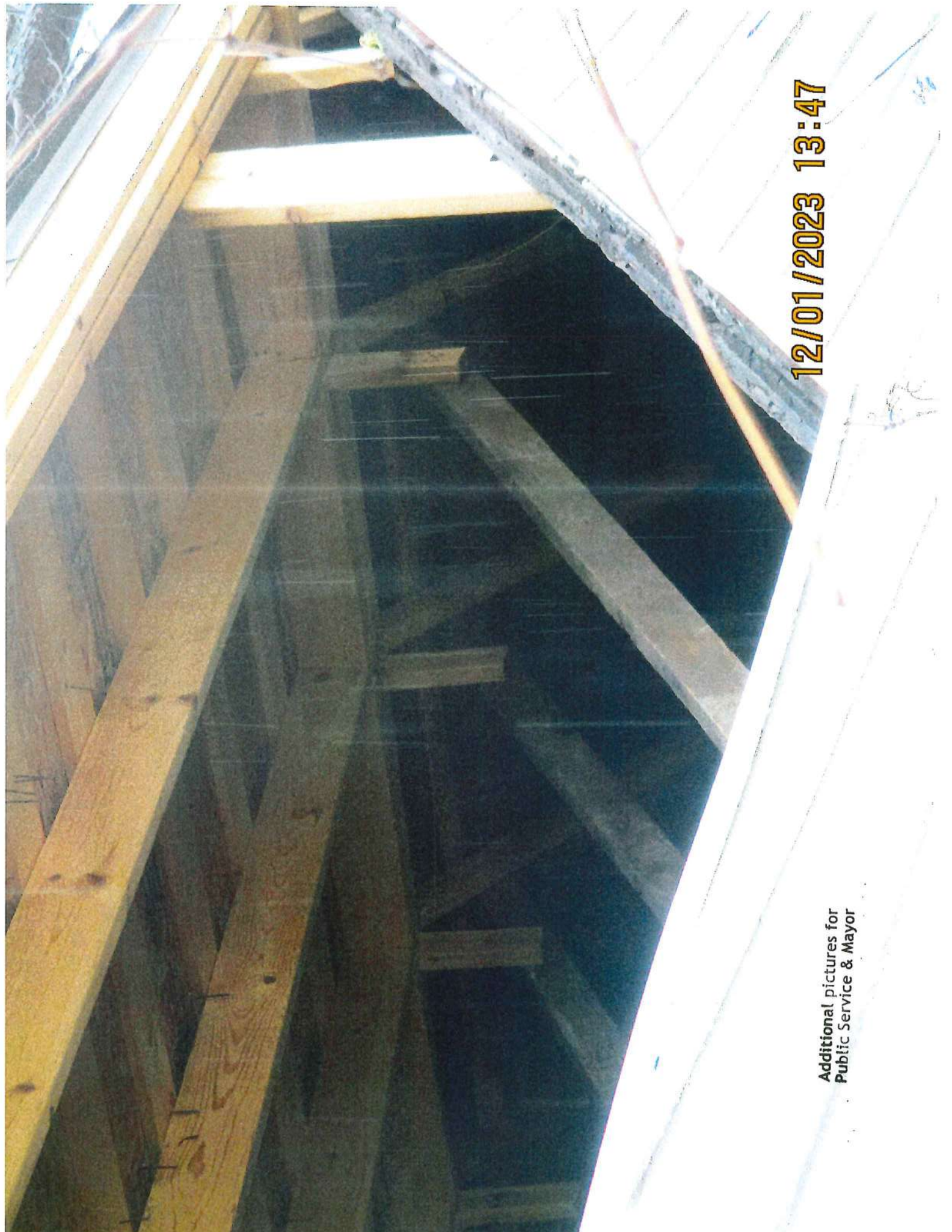


Additional pictures for  
Public Service & Mayor

12/01/2023 13:46







12/01/2023 13:47

Additional pictures for  
Public Service & Mayor





12/01/2023 13:47



Additional pictures for  
Public Services Mayor

12/01/2023 13:47





Additional pictures for  
Public Service & Mayor

12/01/2023 13:47





CITY OF WARREN  
ORDER  
**ABATEMENT BY DEMOLITION**

To: Hearing Attendees

Re: Administrative Hearing - Property Maintenance Ordinance

Division of Buildings and Safety Engineering

Officer: Michael Swafford

Date: July 25, 2024

Title: Acting Hearing Officer

Property Description:

Name: Hidais Joewas

Address: 23814 Willard, Warren, MI 48089 **House**

Legal Description: ABBOTT & BEYMER'S HALFWAY GARDENS SUBD'N LOTS 124 & 125

Tax I.D. Number: 12-13—25-305-014

Recorded in Liber: 7 Page: 83 of Macomb County Records

Owner:

Mailing Name: Hidais Joewas

Address Address: 1275 72<sup>nd</sup> st #5

City: Brooklyn State: NY Zip: 11228

Attorney/Agent:

An administrative hearing was held regarding the described property of the above date. The following conditions exist on this property, which make abatement by demolition necessary.

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 2.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

**DETERMINATION: unfit for human habitation & remains unoccupied.** It has been determined that this property cannot be restored to a condition necessary to meet the Ordinance requirements of the City of Warren in an economical manner. Based on the findings of this hearing, it is ordered that the nuisance as determined be abated by demolition no later than August 25, 2024.

Date

The owner is hereby notified that he/she is responsible to comply with this Order and is responsible for any and all administrative, boarding, demolition, clean up, or other costs incurred by the City to eliminate the dangerous condition of this property due to the owner's failure to comply with this Order.

Pursuant to Ordinance, Section 9-172, you may appeal the determination and order of the Hearing Officer to the City Council by filing a written notice of appeal with the Division of Buildings and Safety Engineering before the date specified for compliance.

\_\_\_\_\_  
Michael Swafford, Hearing Officer

In concurrence:

\_\_\_\_\_  
Paul Lize,  
Chief Building Inspector

\_\_\_\_\_  
Dave Muzzarelli,  
Department of Public Service

cc: Attendees  
Director of Public Service  
File



CITY OF WARREN

NOTICE OF NUISANCE ABATEMENT PROCEEDINGS

An Administrative Hearing was held on July 25, 2024 at One City Square, Warren, Michigan, between the Hearing Officer for the City of Warren, County of Macomb, State of Michigan, and the last-recorded owner of the property described as:

Owners Name: Hidais Joewas

Property address: 23814 Willard House

Property description: ABBOTT & BEYMER'S HALFWAY GARDENS SUBD'N LOTS 124 & 125

Tax I.D. Number: 12-13-25-305-014

Recorded in Liber 7, Page: 83 of Macomb County Records

WHEREAS, it has been brought to the attention of the City of Warren that the owner of the above-described property has permitted a dangerous condition to exist, to wit:

- 1.) 8: A building or structure, including the adjoining grounds, used or intended to be used for dwelling purposes, because of dilapidation, decay, damage, faulty construction, arrangement, or is otherwise unsanitary or unfit for human habitation, is in a condition that the code official, health officer or designated representative determines is likely to cause sickness or disease, or is likely to injure the health, safety, or general welfare of people living in the dwelling.
- 2.) 10: A building or structure that remains unoccupied for a period of one hundred eighty (180) consecutive days or longer, and is not listed as being available for sale, lease, or rent with a real estate broker licensed under Article 25 of the Occupational Code, Act No. 299 of the Public Acts of 1980.

and such conditions may endanger the health and welfare of the citizens in the immediate area; and specific conditions being: **unfit for human habitation and remains unoccupied**



WHEREAS, after investigation by the Division of Buildings and Safety Engineering of the City of Warren, after testimony was received and after due consideration, the Hearing Officer for the City of Warren has determined that a dangerous condition exists in violation of Sec. 9-165 or 9-166 of the Code of Ordinances and has ordered abatement pursuant to Chapter 9, Article VI, Division 2, Sec. 9-165 thru 9-175, of the City of Warren Code of Ordinances.

NOW, THEREFORE, BE IT KNOWN that any prospective buyer or assignee be on notice that the City of Warren has declared a nuisance to exist and ordered abatement pursuant to Article VI, Chapter 9 of the Code of Ordinances of the City of Warren.

BE IT FURTHER KNOWN that any prospective buyer or assignee of the above-described property may contact the Division of Buildings and Safety Engineering, located at One City Square, Warren, Michigan, and be informed of any pending action on said property.

BE IT FURTHER KNOWN that the City Clerk shall record a certified copy of this notice with the Macomb County Register of Deeds.

\_\_\_\_\_  
Michael Swafford, Hearing Officer

CERTIFICATION

STATE OF MICHIGAN    )  
                                  )   SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly-elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the Lis Pendens: Notice of Nuisance Abatement Proceedings.

\_\_\_\_\_  
Sonja Buffa  
City Clerk

Drafted and Returned to:  
City Clerk  
City of Warren  
One City Square, #205  
Warren, MI 48093-239



**BUILDING DIVISION**  
**NUISANCE ABATEMENT MINUTES**  
**July 25, 2024**

In attendance:

Paul Lize, Building Inspector  
Laura Sullivan, Assistant City Attorney

The meeting was called to order by Michael Swafford , Hearing Officer.

**30238 Freda (12-13-10-178-007) House** All parties have been duly notified and letters were posted on the building in question. Chad Joachin owner of LLJ Equities llc soon to be owner of the property appeared.

Mr. Swafford stated will give new buyers 45 days to clear out the house and pull city certs. New buyers plan on fixing and selling property.

**DETERMINATION:**

Mr. Swafford will hold 90 days and follow up on the cc process.

**Audience Participation**

None

**13876 Hendricks (12-13-36-109-034) House** All parties have been duly notified and letters were posted on the building in question. Alexis Fucinari granddaughter of deceased owner appeared.

Mr. Swafford stated the house needs cleaned it is a public nuisance. The family plans to clean up the property and sell their grandmother passed in March of 2023.

**DETERMINATION:**

Mr. Swafford will hold 60 days and bring back in the September 2024 Nuisance meeting to follow up on the progress of the clean-up.

**Audience Participation**

None

**23814 Willard (12-13-25-305-014) House** All parties have been duly notified and letters were posted on the building in question. No one appeared.

Mr. swafford stated the property is dilapidated unfinished home/ several structural issues.



**DETERMINATION:**

Mr. Swaffard declared property, send to Public Service for removal.

**Audience Participation**

None

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Crystal Pierson  
Recording Secretary

**APPROVED:**

---

Michael Swafford , 7-25-24

cc:   Hearing Officer  
      Public Service  
      City Attorney  
      Building Director  
      Chief Building Inspector



# **COLONIAL TITLE COMPANY**

27500 Harper Ave.  
St. Clair Shores, MI 48081  
Phone: (586)774-5950  
Fax: (586)774-7040

## **FAX COVER LETTER**

To: Paul Lize  
Company Name: City of Warren - Building Division  
Fax No.: (586)574-4577  
Email: plize@cityofwarren.org  
Customer No.: 2424774  
Date: November 19, 2024  
From: Shannon

---

Property Address: 23814 Willard, Warren, MI 48089

File No.: 24824

**Message: Attached is your requested search and invoice. Please call Colonial Title Company with any questions or problems you may have. Thank you for your business.**

---

ADDITIONAL COMMENTS:



# Invoice

**Remit payment to:**

Colonial Title Company  
27500 Harper Ave.  
St. Clair Shores, MI 48081

**Billed to:**

City of Warren - Building Division  
One City Square, Suite 305  
Warren, MI 48093

**Invoice number:** 24824**Invoice date:** November 19, 2024**Please pay before:** December 3, 2024**Our file number:** 24824**Your reference number:** 2424774**Property:**

23814 Willard  
Warren, MI 48089  
Macomb County

DESCRIPTION	AMOUNT
Title Search Fee	85.00

Invoice total amount due: \$ 85.00



## COLONIAL TITLE COMPANY SEARCH REPORT

Record Search Furnished to: Paul Lize  
City of Warren - Building Division  
One City Square, Suite 305  
Warren, MI 48093

Customer Reference Number: 2424774

---

This search consists of entries recorded with the Office of the Register of Deeds, based upon legal description herein.

This is not a Title Insurance Policy, and should not be relied upon as such. THIS IS NOT AN "ENVIRONMENTAL SEARCH".

In consideration of the issuance of this search, it is agreed that Colonial Title Company, shall not be liable for any loss of damage arising from incorrectness or incompleteness of this search unless such incorrectness or incompleteness is the result of the intentional omission or misdescription by the Company, with the formed intent of harming the applicant of the search. In no event, as evidenced by the charge for this search, does Colonial Title Company undertake any liability arising from:

1. Consequential or punitive damages, loss of anticipated profits, costs of toxic waste cleanup or other loss so related;
  2. Any type of loss which would result from the accuracy of a determination that any street address given and legal description searched constitute the same premises;
  3. Any Instrument (however designated) filed in the Office of the Register of Deeds pursuant to the Uniform Commercial Code P.A. 1962, No. 174, effective January 1, 1964; and/or
  4. Any records of the Circuit, Probate or other Courts nor any records other than the records in the Office of the Register of Deeds.
- 

Covering property described as: 23814 Willard, Warren, MI 48089

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We have searched the records in the Office of the Register of Deeds for Macomb County and find no conveyances describing said property in said office up to November 1, 2024 at 8:00am.

See attached Rider "B"

Colonial Title Company  
Stephen DeBates, President



**RIDER "B"**  
**SEARCH OF TITLE**

From examination of the records in the Register of Deeds Office, Macomb County, Michigan, up to November 1, 2024 at 8:00am.

**PROPERTY DESCRIPTION:**

Land Situated in the City of Warren, County of Macomb and State of Michigan described as follows:

Lots 124 and 125 - Abbott & Beymer's Halfway Gardens Subdivision, according to the plat thereof as recorded in Liber 7, Page 83 of Plats, Macomb County Records.

Commonly Known As: 23814 Willard, Warren, MI 48089

Tax ID Number: 12-13-25-305-014

**Apparent Owner:** Joewas N A Hidais

Title Deed dated 04/30/2024, recorded 05/22/2024, in Liber 29600, Page 650, Macomb County Records.

**PAYMENT OF TAXES:** Tax Parcel No.: 12-13-25-305-014  
Address: 23814 Willard, Warren, MI 48089  
2024 Summer Taxes in the amount of \$1,975.35 are DUE  
2023 Winter Taxes in the amount of \$44.42 are PAID  
2023 Summer Taxes in the amount of \$1,612.32 are DELINQUENT  
Special Assessments Included In The Current Year Tax Bills: NONE  
Special Assessments Separate From the Tax Bills: Must confirm with city  
- 2024 State Equalized Value: \$35,790.00  
- 2024 Taxable Value: \$28,959.00

The search did not disclose any open mortgages or deeds of trust of record.

**NOTE:** Title emanates from a Judgment of Foreclosure for non-payment of the property taxes recorded 06/27/2017, in Liber 24792, Page 139, Macomb County Records. Title Insurance may or may not be available when the subject property is sold.

Under this form of Search, this Company is not an insurer of the above Title, nor does it guarantee the Title or any evidence thereto and is not liable for any inaccuracies involving environmental searches or determinations.

The liability is limited to the amount paid for the Search. Rider attached to and forming a part of Search No. 24824

**Colonial Title Company**  
**Stephen DeBates, President**



**23814 WILLARD** Warren, MI 48089-5758 (Property Address)

Parcel Number: 12-13-25-305-014



Item 1 of 2

1 Image / 1 Sketch

**Customer Name:** HIDAIS JOEWAS**Summary Information**

- > Residential Building Summary
  - Year Built: 1943
  - Full Baths: 1
  - Sq. Feet: 630
  - Bedrooms: 2
  - Half Baths: 0
  - Acres: 0.253
- > Assessed Value: \$35,790 | Taxable Value: \$28,959
- > 1 Special Assessment found
- > Property Tax Information found
- > 46 Building Department records found

**Owner and Taxpayer Information****Owner**
 HIDAIS JOEWAS  
 1002 DITMAS 2E  
 BROOKLYN, NY 11218
**Taxpayer**

SEE OWNER INFORMATION

**General Information for Tax Year 2024**

Property Class	401 RESIDENTIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	EASTPOINTE COMMUNITY SCHOOLS	Assessed Value	\$35,790
Notes	No Data to Display	Taxable Value	\$28,959
User Number Index	0	State Equalized Value	\$35,790
User Alpha 1	Not Available	Date of Last Name Change	05/31/2024
User Alpha 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
User Alpha 2	Not Available	Exemption	No Data to Display

**Principal Residence Exemption Information****Homestead Date** 08/11/2016

Principal Residence Exemption	June 1st	Final
2024	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2023	\$27,580	\$27,580	\$27,580
2022	\$21,130	\$21,130	\$21,052
2021	\$20,380	\$20,380	\$20,380

**Land Information**

Zoning Code	R-1-C	Total Acres	0.253
Land Value	\$20,600	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	EAST DET 25	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	80.00 ft	138.00 ft
Total Frontage: 80.00 ft		Average Depth: 138.00 ft

**Legal Description**

ABBOTT &amp; BEYMER'S HALFWAY GARDENS SUBD'N LOTS 124 &amp; 125 L7 P.63

**Land Division Act Information**



Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	No Data to Display	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

## Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page
04/30/2024	\$22,000.00	QC	NOUR FA REALTY LLC	HIDALS JOEWAS	21-NOT USED/OTHER	29600/650
04/19/2022	\$105,000.00	WD	DAVIS LANDSCAPING	NOUR FA REALTY LLC	21-NOT USED/OTHER	28623/252
02/07/2020	\$1.00	QC	REAL ESTATE DONATIONS USA	DAVIS LANDSCAPING	33-TO BE DETERMINED	26515/765
02/05/2020	\$1.00	QC	HP SNAP INVESTMENT LLC	REAL ESTATE DONATIONS USA	33-TO BE DETERMINED	26515/764
01/18/2019	\$75,543.00	QC	CITY OF WARREN	HP SNAP INVESTMENT LLC	33-TO BE DETERMINED	25821/718
08/30/2017	\$691,626.00	QC	MACOMB COUNTY TREASURER	CITY OF WARREN	33-TO BE DETERMINED	24914/937
08/25/2012	\$2,000.00	QC	KRIEG RUSSELL W	HOWE HEIDI	33-TO BE DETERMINED	21517/332

## Building Information - 630 sq ft 1 Story (Residential)

## General

Floor Area	630 sq ft	Estimated TCV	Not Available
Garage Area	0 sq ft	Basement Area	0 sq ft
Foundation Size	630 sq ft		
Year Built	1943	Year Remodeled	No Data to Display
Occupancy	Single Family	Class	D
Effective Age	31 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	Not Available
1st Floor Rooms	4	Sewer	Not Available
2nd Floor Rooms	0	Style	1 Story
Bedrooms	2		

## Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Slab	Sliding	630 sq ft	1 Story

## Basement Finish

Recreation	0 sq ft	Recreation % Good	0%
Living Area	0 sq ft	Living Area % Good	0%
Walk Out Doors	0	No Concrete Floor Area	0 sq ft

## Plumbing Information

3 Fixture Bath	1
----------------	---

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**23814 WILLARD** Warren, MI 48089-5758 (Property Address)

Parcel Number: 12-13-25-305-014



Item 1 of 2

1 Image / 1 Sketch

**Customer Name: HIDAIS JOEWAS****Summary Information**

## &gt; Residential Building Summary

- Year Built: 1943
- Bedrooms: 2
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 630
- Acres: 0.253

&gt; 46 Building Department records found

- > Assessed Value: \$35,790 | Taxable Value: \$28,959
- > 1 Special Assessment found
- > Property Tax Information found

**Owner and Taxpayer Information****Owner**HIDAIS JOEWAS  
1002 DITMAS 2E  
BROOKLYN, NY 11218**Taxpayer**SEE OWNER  
INFORMATION**Amount Due**Current Taxes: **\$1,975.35**[Pay Now](#)**Legal Description**

ABBOTT &amp; BEYMER'S HALFWAY GARDENS SUBD'N LOTS 124 &amp; 125 L.7 P.83

**Other Information**

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

11/19/2024

[Recalculate](#)**Tax History**

**\*\*Note:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2024	Summer	\$1,975.35	\$0.00		\$1,975.35	<a href="#">Pay Now</a>

**General Information for 2024 Summer Taxes**

School District	50020	PRE/MBT	0.0000%
Taxable Value	\$28,959	S.E.V.	\$35,790
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$35,790
Tax Bill Number	No Data to Display	Last Receipt Number	No Data to Display
Last Payment Date	No Data to Display	Number of Payments	0
Due Date	08/31/2024		
Base Tax	\$1,925.31	Base Paid	\$0.00
Admin Fees	\$11.31	Admin Fees Paid	\$0.00
Interest Fees	\$38.73	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,975.35	Total Paid	\$0.00
Renaissance Zone	Not Available	Mortgage Code	Not Available

**Tax Bill Breakdown for 2024 Summer**



Taxing Authority	Millage Rate	Amount	Amount Paid
WARREN OPERATING	8.255500	\$239.07	\$0.00
CITY ROAD IMPROV	1.985800	\$57.50	\$0.00
EMS	0.274600	\$7.95	\$0.00
LIBRARY	1.257800	\$36.42	\$0.00
SANITATION	2.751400	\$79.67	\$0.00
ACT 345 POL/FIRE	5.484800	\$158.83	\$0.00
POLICE OPERATING	0.921000	\$26.67	\$0.00
FIRE OPERATING	0.921000	\$26.67	\$0.00
POL & FIRE OPER	4.634300	\$134.20	\$0.00
RECREATION	0.916800	\$26.54	\$0.00
MACOMB CNTY OPER	4.291000	\$124.26	\$0.00
MCC OPERATING	1.398200	\$40.49	\$0.00
MISD DEBT	0.170000	\$4.92	\$0.00
MAC INT SCH DIST	4.599700	\$133.20	\$0.00
STATE ED TAX	6.000000	\$173.75	\$0.00
EASTPOINTE OPERA	16.402700	\$475.00	\$0.00
EASTPOINTE DEBT	6.221600	\$180.17	\$0.00
Admin Fees		\$11.31	\$0.00
Interest Fees		\$38.73	\$0.00
	66.486200	\$1,975.35	\$0.00

[Click here for your Summer 2024 Tax Bill](#)
[Click here for a printer friendly version of Summer 2024 Tax information](#)

2023	Winter	\$44.42	\$44.42	02/12/2024	\$0.00
------	--------	---------	---------	------------	--------

### General Information for 2023 Winter Taxes

School District	50020	PRE/MBT	0.0000%
Taxable Value	\$27,580		
Property Class	401 - RESIDENTIAL-IMPROVED	Assessed Value	\$27,580
Tax Bill Number	No Data to Display	Last Receipt Number	00045984
Last Payment Date	02/12/2024	Number of Payments	1
Base Tax	\$43.99	Base Paid	\$43.99
Admin Fees	\$0.43	Admin Fees Paid	\$0.43
Interest Fees	\$0.00	Interest Fees Paid	\$0.00
Total Tax & Fees	\$44.42	Total Paid	\$44.42

### Tax Bill Breakdown for 2023 Winter

Taxing Authority	Millage Rate	Amount	Amount Paid
MISD DEBT	0.080000	\$2.20	\$2.20
ART INSTITUTE	0.195600	\$5.39	\$5.39
ZOO AUTHORITY	0.094500	\$2.60	\$2.60
SMART	0.950000	\$26.20	\$26.20
HURON-CLINT PARK	0.207000	\$5.70	\$5.70
MACOMB VETERANS	0.069000	\$1.90	\$1.90
Admin Fees		\$0.43	\$0.43
Interest Fees		\$0.00	\$0.00
	1.596100	\$44.42	\$44.42



[Click here for a printer friendly version of Winter 2023 Tax information](#)

2023	Summer	\$1,913.94	\$500.00	02/12/2024	\$1,413.94	** Read Note(s) Above
2022	Winter	\$32.11	\$32.11	02/14/2023	\$0.00	
2022	Summer	\$1,461.24	\$1,461.24	02/14/2023	\$0.00	
2021	Winter	\$73.04	\$0.00		\$73.04	** Read Note(s) Above
2021	Summer	\$1,382.51	\$0.00		\$1,382.51	** Read Note(s) Above
2020	Winter	\$32.53	\$0.00		\$32.53	** Read Note(s) Above
2020	Summer	\$1,348.15	\$1,270.50	02/09/2021	\$77.65	** Read Note(s) Above
2019	Winter	\$0.00	\$0.00		\$0.00	
<a href="#">Load More Years</a>						

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**23814 WILLARD** Warren, MI 48089-5758 (Property Address)

Parcel Number: 12-13-25-305-014



Item 1 of 2

1 Image / 1 Sketch

**Customer Name: HIDAIS JOEWAS****Summary Information**

## &gt; Residential Building Summary

- Year Built: 1943
- Bedrooms: 2
- Full Baths: 1
- Half Baths: 0
- Sq. Feet: 630
- Acres: 0.253

&gt; 46 Building Department records found

- > Assessed Value: \$35,790 | Taxable Value: \$28,959
- > 1 Special Assessment found
- > Property Tax Information found

**Owner and Taxpayer Information**

**Owner** HIDAIS JOEWAS  
1002 DITMAS 2E  
BROOKLYN, NY  
11218

**Taxpayer** SEE OWNER  
INFORMATION

**Amount Due**Special Assessment Total Payoff Amount: **\$0.00****Legal Description**

ABBOTT &amp; BEYMER'S HALFWAY GARDENS SUBD'N LOTS 124 &amp; 125 L.7 P.83

**Special Assessment Information**

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0288	ROLL S0288	Inactive	3.0000	2009	5	** Paid In Full

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**23814 WILLARD** Warren, MI 48089-5758 (Property Address)

Parcel Number: 12-13-25-305-014



Item 1 of 2

1 Image / 1 Sketch

**Customer Name: HIDAIS JOEWAS****Summary Information**

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&gt; 46 Building Department records found

&gt; Assessed Value: \$35,790 | Taxable Value: \$28,959

&gt; 1 Special Assessment found

&gt; Property Tax Information found

**Owner Information**

HIDAIS JOEWAS  
1002 DITMAS 2E  
BROOKLYN, NY 11218

**Amount Due**Property Total **\$0.00****Permits**

To request an inspection or pay on a record, click View

Permit Type	Permit Number	Associated Project	Status	Date Issued	Last Inspection	Amount Due	
Building	PB110513		Closed	6/24/1999		\$0.00	<a href="#">View</a>
Building	PB2004-151693		Finald	10/25/2004	10/10/2005	\$0.00	<a href="#">View</a>
RES - ALTERATION-REPAIR	PB22-000629		Closed	5/2/2022	12/4/2023	\$0.00	<a href="#">View</a>
Special	PSP18-01027	JCO18-0678	Canceled	8/21/2018	8/26/2019	\$0.00	<a href="#">View</a>

Displaying Items 1 - 4 of 4

1

[Apply for a Permit](#)**Attachments**

Date Created	Title	Record	
7/31/2012	B 14 CC REQUIRED		<a href="#">View</a>
10/8/2012	B 14 CC REQUIRED		<a href="#">View</a>
10/23/2012	TICKET 2229		<a href="#">View</a>
9/20/2013	B 14 CC REQUIRED		<a href="#">View</a>
12/3/2014	B 14 CC REQUIRED		<a href="#">View</a>
3/8/2016	B 14 CC REQUIRED		<a href="#">View</a>

Displaying Items 1 - 6 of 6

1

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**23814 WILLARD WARREN, MI 48089** (Property Address)

Parcel Number: 12-13-25-305-014

**Property Taxpayer: HIDAIS JOEWAS****Summary Information**\$6.00 was charged to your Business Account for this record lookup. See [Account](#) for current balance.**Important Message**

If you have questions about this payment or need assistance, please call the Macomb County Treasurer's office at (586) 469-5190. Our hours are 8 AM - 4:15 PM Monday to Friday. (These hours exclude holidays)

**Owner and Taxpayer Information**

<b>Owner</b>	HIDAIS JOEWAS N A 23814 WILLARD WARREN, MI 48089	<b>Taxpayer</b>	HIDAIS JOEWAS 1002 DITMAS 2E BROOKLYN, NY 11218
--------------	--	-----------------	---

**Amount Due**Delinquent Taxes: **\$1,612.32**[Pay Now](#)**Legal Description**

Legal Description not on file.

**Recalculate amounts using a different Payment Date**

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

11/19/2024

[Recalculate](#)**Tax History****Important Message**Taxpayers **MUST** pay the oldest tax year first

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2023	Delq. Taxes	\$1,612.32	\$0.00		\$1,612.32

**Delinquent Tax Information for 2023 (All Seasons)**

School District	50020	PRE/MBT	0.0000%
Taxable Value	\$27,580	S.E.V.	\$27,580
Property Class	401 - RESIDENTIAL - IMPROVED	Assessed Value	Not Available
Last Payment Date	No Data to Display	Last Receipt Number	No Data to Display
delq Tax, Base Tax Due	1413.56	Base Paid	\$0.00
Admin Fees	\$8.06	Admin Fees Paid	\$0.00
Interest Fees	\$198.76	Interest Fees Paid	\$0.00
Total Tax & Fees	\$1,612.32	Total Paid	\$0.00

**Delinquent Tax Bill Breakdown for 2023**

Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
WARREN OPERATING	Summer	8.326300			\$200.72	\$0.00
CITY ROAD IMPROV	Summer	2.002900			\$48.28	\$0.00
EMS	Summer	0.277000			\$6.67	\$0.00
		85.150800			\$1,612.32	\$0.00



Taxing Authority	Season	Millage Rate	Local Amount	Local Amount Paid	Amount	Amount Paid
LIBRARY	Summer	1.268700			\$30.58	\$0.00
SANITATION	Summer	2.775000			\$66.89	\$0.00
ACT 345 POL/FIRE	Summer	4.984800			\$120.17	\$0.00
POLICE OPERATING	Summer	0.928900			\$22.39	\$0.00
FIRE OPERATING	Summer	0.928900			\$22.39	\$0.00
POL & FIRE OPER	Summer	4.674100			\$112.68	\$0.00
RECREATION	Summer	0.924700			\$22.29	\$0.00
MACOMB CNTY OPER	Summer	4.320000			\$0.00	\$0.00
MCC OPERATING	Summer	1.407700			\$33.93	\$0.00
MCC DEBT	Summer	0.000000			\$0.00	\$0.00
MAC INT SCH DIST	Summer	4.630000			\$111.61	\$0.00
STATE ED TAX	Summer	6.000000			\$0.00	\$0.00
EASTPOINTE OPERA	Summer	16.897900			\$407.36	\$0.00
EASTPOINTE DEBT	Summer	6.309900			\$152.11	\$0.00
SCHOOL OPER FC	Summer	16.897900			\$0.00	\$0.00
MACOMB VETERANS	Winter	0.069000			\$0.00	\$0.00
HURON-CLINT PARK	Winter	0.207000			\$0.00	\$0.00
SMART	Winter	0.950000			\$0.00	\$0.00
ZOO AUTHORITY	Winter	0.094500			\$0.00	\$0.00
ART INSTITUTE	Winter	0.195600			\$0.00	\$0.00
MISD DEBT	Winter	0.080000			\$0.00	\$0.00
Admin Fees					\$8.06	\$0.00
Interest/Fees					\$198.76	\$0.00
		85.150800			\$1,612.32	\$0.00

[Click here for a printer friendly version of 2023 Delinquent Tax information](#)

2021	Del. Taxes	\$2,393.85	\$2,393.85	02/12/2024	\$0.00
2020	Del. Taxes	\$404.24	\$404.24	05/19/2022	\$0.00
2016	Del. Taxes	\$1,749.24	\$0.00		\$0.00
2015	Del. Taxes	\$2,158.87	\$0.00		\$0.00
<a href="#">Load More Years</a>					

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June 18 1924  
For L. Spencer

WARREN TWP. MACOMB CO. MICH.

4.7  
p 83

On this thirteenth day of June

*A.D.*  
*in History Public*

Wagoner, J. B. }  
Wagoner, J. B. }  
Wagoner, J. B. }

*[Handwritten signature]*

I hereby certify that the plot hereon delineated is a correct one, and that permanent monuments, consisting of 5" by 5" iron pipes, were placed at points marked (1) to (13) shown at all angles in the boundaries of the land plotted, and at all intersections of streets or streets and alleys.

Walter C. W. Smith  
Registered Civil Engineer.

This is to certify that there are no Tax Liens or Taxes due by the State or any Individual against, and that all Taxes on the account of the above named person have been paid FIVE (5) years prior to the date thereof, according to the records of this Office.

June 16, 1964 *Arthur R. [Signature]*

Deputy Secretary of the Board of Directors  
 Charles H. Kinnear  
 William C. Kinnear  
 South Portland  
 Deputy

COUNTY OF SACRAMENTO  
 Returned for Edward W. 19th  
 of June 1914  
 11:30 clock A.M. and returned  
 in 1914  
 on page 89  
 District Attorney

[illegible]



E-RECORDED RECEIVED  
REGISTER OF DEEDS  
MACOMB COUNTY, MI  
2024 MAY 22 9:32 AM

202400043151 L: 29600 P: 650 Pages: 2  
06/22/2024 11:13 AM Fees: \$30.00  
Anthony G. Forlini, Clerk/Register of Deeds  
Macomb County, MI



MICHIGAN REAL ESTATE TRANSFER TAX  
Macomb County Tax Stamp #1491407  
06/22/2024 11:13:01 AM  
Receipt# R-24-35397 L: 29600 P: 650  
State Tax: \$165.00 County Tax: \$24.20



## QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: Nour Fa Realty LLC, a Michigan limited liability company

whose address is 5740 N Beech Daly Dearborn Heights MI 48127

Quit Claim(s) to Joewas N A Hidaïs

whose address is 1002 Ditmas Ave 2E Brooklyn NY 11218

the following described premises situated in the City of Warren, County of Macomb, State of Michigan:

Lots 124 and 125, Abbott & Beymer's Halfway Gardens Subdivision, according to the plat thereof, as recorded in Liber 7, Page 83 of Plats, Macomb County Records

Commonly known 23814 Willard Warren MI 48089  
as:

Tax ID#: 12-13-25-305-014

for the full consideration of: Twenty-Two Thousand and 00/100 Dollars (\$22,000.00)

Signatures are contained on Page 2

23814 willard

.18

189.2



202400043151 L: 29600 P: 651 Page 2 of 2

Signature page of Quit Claim Deed for property located at 23814 Willard Warren MI 48089

Dated this 30<sup>th</sup> day of April, 2024

Nour Fa Realty LLC, a Michigan limited liability company

  
Hassan El-Housseini, MemberSTATE OF New YorkCOUNTY  
OF KingsThe foregoing instrument was acknowledged before me on April 30<sup>th</sup>, 2024 by Hassan El-Housseini who is the member of Nour Fa Realty LLC, a Michigan limited liability company.

\*

Notary Public  
Acting in  
My commission  
expires: 7/30/2026State of New York  
County of Kings\* Adam Abdelmagid  
Adam Abdelmagid

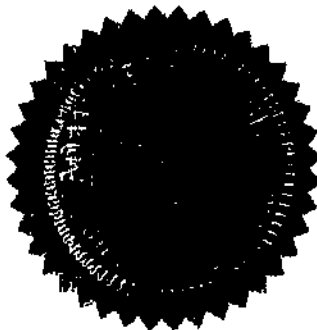
\*Title examination has not been searched

Drafted by:

Hassan El-Housseini  
5740 N Beech Daly  
Dearborn Heights MI 48127

ADAM ABDELMAGID Notary Public - State of New York No. 01A86373509 Qualified in Kings County My Commission Expires 07/30/2026
--

Return to:

Joewas Hids  
1002 Ditmas Ave 2E  
Brooklyn, NY 11218



7079481

Liber: 24792 Page: 139

General Index Date 06/27/2017

Macomb County, MI

Karen A. Spranger, Register of Deeds Seal

Receipt # 0039904

**Notice of Judgment of Foreclosure**Michigan Department of Treasury  
3751 (4-06)

Issued under authority of 1893 PA 206; section 78k(8), MCL

On February 17, 2017 in Civil Action No. 2016-2054 CH in the Circuit Court for the 16th Judicial Circuit, Macomb County, a Judgment of Foreclosure in the Matter of the Petition of the County Treasurer against the property described below was entered vesting absolute title to the real property described below in the County Treasurer of the County of Macomb, if the property was not redeemed by March 31, 2017 as provided in the General Property Tax Act, 1893 PA 206, MCL 211.78(k). This Judgment of Foreclosure became final on March 31, 2017.

Parcel No. 12-13-25-305-014	Property Forfeited to County Treasurer on March 1, 2016 Certificate of Forfeiture recorded at: Liber 23301 ,Page 493
Commonly Known As: 23814 WILLARD	
Address HOWE CHRISTOPHER K & HEIDI M 23814 WILLARD WARREN, MI 48089	
County Of Macomb,	Local Unit Name WARREN Local Unit Code 12
Property Description ABBOTT & BEYMER'S HALF WAY GARDENS SUBDIVISION (L7, P83); LOTS 124 & 125	
State of Michigan ) ss County of Macomb ) Subscribed to and sworn before me on 03/31/2017  Maureen Alexandrowicz Notary Public: Maureen Alexandrowicz Macomb County, Michigan Acting In Macomb My Commission expires: 10/30/2020	Signature of County Treasurer <i>Lawrence Rocca</i> Lawrence Rocca Prepared By: Frank Krycia Assistant Corporation Counsel One S. Main 8th Fl Mt. Clemens, MI 48043

After recording return to Treasurer.





**CITY CONTROLLER'S OFFICE**

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

January 6, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for decrease in Budgeted ARPA Revenues and Expenditures – Library and Parks and Recreation

Dear Council Secretary Moore:

The Budget Director has indicated a need to this Council to decrease the previously approved ARPA revenues and expenditures due to project scope and funding modifications approved by Council December 19, 2024.

A copy of two amending budget resolutions are attached for Council action.

Respectfully,

A handwritten signature in black ink, appearing to read "Kristina K Battle".

Kristina K Battle  
Budget Director

Approved: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Lori M. Stone".  
Lori M. Stone, Mayor

cc: Rick Fox



RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A Regular Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held September 24, 2024, at 7:00 o'clock p.m.  
Eastern Daylight Savings Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members Boike, Dwyer, Lafferty, Magee, Moore, Rogensues

ABSENT: Council Members Newnan

The following preamble and resolution were offered by Council Member Moore  
and supported by Council Member Lafferty

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, the Budget Director with the concurrence of the Parks and Recreation  
Director has indicated a need to this Council for a re-appropriation of funds in the amount of  
\$4,758,908 to fund the continuation of park repairs and upgrades, grant expenditures, capital  
improvements and building maintenance approved in the prior year's Budget but not completed  
by June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation  
of funds to the following budget line items in the Parks and Recreation Special Revenue Fund  
in the amount of \$4,758,908.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
208-9208-97400	Capital Improvements	\$ 1,024,294
208-9208-93000	Building Maintenance	34,614
208-9208-98462	Community Enhancement Grant	1,500,000
208-9208-98500	ARPA Expenditures	<u>2,200,000</u>
		\$ 4,758,908
<u>Transfer from:</u>		
208-0000-39001	Fund Balance Adjustment	\$ 1,058,908
208-0080-52800	Other Federal Grants/ARPA	2,200,000
208-0080-56608	Community Enhancement Grant	<u>1,500,000</u>
		\$ 4,758,908

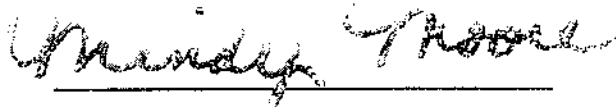


BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Parks and Recreation Special Revenue Fund Budget for fiscal 2025 in the amount of \$4,758,908.

AYES: Council Members Moore, Lafferty, Boike, Dwyer, Magee, Rogensues

NAYS: Council Members None

RESOLUTION DECLARED ADOPTED this 24th day of September, 2024.



MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on September 24, 2024.



SONJA BUFFA  
City Clerk



RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A Regular Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held September 24, 2024, at 7:00 o'clock p.m.  
Eastern Daylight Savings Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members Boike, Dwyer, Lafferty, Magee, Moore, Rogensues

ABSENT: Council Members Newnan

The following preamble and resolution were offered by Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, the Budget Director with the concurrence of the Library Director has  
indicated a need to this Council for a re-appropriation of funds in the amount of \$2,000,000 to  
fund new library construction approved in the prior year's Budget but not completed by June 30,  
2024;

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the re-appropriation  
of funds to the following budget line items in the Library Special Revenue Fund in the amount of  
\$2,000,000.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
271-9271-98500	ARPA	\$ 2,000,000
<u>Transfer from:</u>		
271-0080-52800	Other Federal Grants/ARPA	\$ 2,000,000

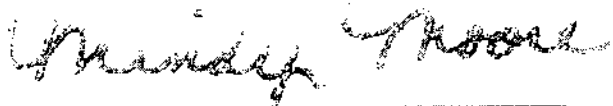


BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Library Special Revenue Fund Budget for fiscal 2025 in the amount of \$2,000,000.

AYES: Council Members Moore, Lafferty, Boike, Dwyer, Magee, Rogensues

NAYS: Council Members None

RESOLUTION DECLARED ADOPTED this 24th day of September, 2024.



MINDY MOORE  
Secretary of the Council

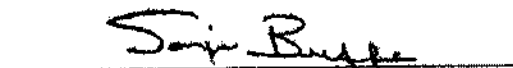
CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on September 24, 2024.



SONJA BUFFA  
City Clerk



**RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING IN FISCAL  
YEAR 2025**

At a Special Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on December 19, 2024 at 2:00 p.m. Eastern Standard Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: Dwyer, Lafferty, Magee, Moore, Newnan, Rogensues

---

ABSENT: Councilmembers: Boike

---

The following preamble and resolution were offered by Councilmember Moore and supported by Councilmember Lafferty.

WHEREAS, the City of Warren received an allocation of \$27,318,439 in American Rescue Plan Act funding (ARPA), and

WHEREAS, the Administration and the City's ARPA consultant has recommended a reallocation of a portion of those funds from allocations committed under Memorandums of Understanding to infrastructure projects under formal contract, and THEREFORE, IT IS RESOLVED, that City Council approves the following modifications to ARPA project funding:

- a. Reductions in project funding totaling \$5,447,669 as follows:
  - i. \$1,766,220 from the Modular Library Project
  - ii. \$598,040 from Halmich Park Improvements
  - iii. \$213,138 from Weigand Splash Pad
  - iv. \$1,800,000 from Sidewalk Repairs
  - v. \$1,070,271 from unspecific Infrastructure Replacements



**RESOLUTION ALLOCATING AMERICAN RESCUE PLAN ACT FUNDING IN FISCAL  
YEAR 2025**

b. Allocations of project funds to infrastructure projects totaling \$5,447,669 as follows:

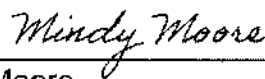
- i. \$1,877,100 to Frazho (Hoover to Schoenherr) Project 24-5421
- ii. \$758,427 to Prospect (Waltham to Fairfield) Project S-24-817
- iii. \$1,071,813 to Common (Schoenherr to Hayes) Project W-24-821
- iv. \$1,740,329 to Ryan Road (10 Mile to 11 Mile) Project WP-23-771

BE IT FURTHER RESOLVED, that the SLFRF Expenditure Category for all the above listed infrastructure projects is 5.11 Drinking Water Transmission and Distribution.

AYES: Councilmembers: Moore, Lafferty, Dwyer, Magee, Newnan, Rogensues

NAYS: Councilmembers: None

RESOLUTION DECLARED ADOPTED this 19 th \_\_\_\_ day of December \_\_\_\_, 2024.

  
\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN    )  
                                      ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on  
December 19 \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
Sonja Buffa, City Clerk



RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, on September 24, 2024, the re-appropriation of Fiscal 2024 ARPA  
revenue and expenditures was approved,

WHEREAS, on December 19, 2024, resolution presented by the Administration to  
modify ARPA project scope and funding was approved,

WHEREAS, the Budget Director has indicated a need to this Council to decrease the  
previously approved ARPA revenues and expenditures,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the adjustments to  
the following budget line items in the Parks and Recreation Special Revenue Fund in the amount  
of \$811,178.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Decrease Revenues:</u>		
208-0080-52800	Other Federal Grants/ARPA	\$ 811,178
<u>Decrease Expenditures:</u>		
208-9208-98500	ARPA Expenditures – Halmich Park	\$ 598,040
208-9208-98500	ARPA Expenditures – Weigand Splashpad	<u>213,138</u>
		\$ 811,178



BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Parks and Recreation Special Revenue Fund Budget for fiscal 2025 in the amount of \$811,178.

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk



RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, on September 24, 2024, the re-appropriation of Fiscal 2024 ARPA  
revenue and expenditures was approved,

WHEREAS, on December 19, 2024, resolution presented by the Administration to  
modify ARPA project scope and funding was approved,

WHEREAS, the Budget Director has indicated a need to this Council to decrease the  
previously approved ARPA revenues and expenditures,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for Fiscal 2025 Budget, approves the adjustments to  
the following budget line items in the Library Special Revenue Fund in the amount of \$1,766,220.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Decrease Revenues:</u>		
271-0080-52800	Other Federal Grants/ARPA	\$ 1,766,220
<u>Decrease Expenditures:</u>		
271-9271-98500	ARPA Expenditures – Modular Library	\$ 1,766,220



BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Library Special Revenue Fund Budget for fiscal 2025 in the amount of \$1,766,220.

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_  
\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, Michigan 48093-2390  
(586) 759-9300  
Fax (586) 759-9318  
www.cityofwarren.org

**TO:** Ms. Mindy Moore, City Council Secretary

**DATE:** December 9, 2024

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 2 and FINAL to City Contract PL-23-804, Fire Station Parking Lot Reconstruction, decreasing the current contract amount by \$15,002.46 resulting in a Final contract amount of \$1,437,795.22; and to issue Payment No. 7 & Final in the amount of \$62,639.88 to Mark Anthony Contracting, Inc..**

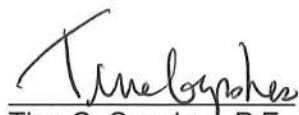
Attached hereto is a copy of the proposed Contract Modification No. 2 and Final to the City Contract PL-23-804, Fire Station Parking Lot Reconstruction.

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the current contract amount by \$15,002.46 resulting in a final contract amount of \$1,437,795.22.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 2 and Final to the City Contract PL-23-804, Fire Station Parking Lot Reconstruction as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

Please place this item on the first available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.


Sincerely,

  
Tina G. Gapshes, P.E.  
City Engineer

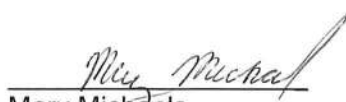
Read and Concurred:

  
David Muzzarelli  
Public Service Director

Read and Concurred:

  
Kristina Battle  
Budget Director

Approved as to Form:

  
Mary Michaels  
Acting City Attorney

Recommended to Council:

  
Lori M. Stone  
Mayor

Attach: Contract Modification No. 2 and Final, City Council Resolution and a copy of Payment No. 7 & Final





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, MI 48093  
P: (586) 759-9300  
F: (586) 759-9318  
www.cityowarren.org

## CONTRACT MODIFICATION

**DATE:** December 9, 2024

**CONTRACT:** PL-23-804 Fire Station Parking Lot Reconstruction

**MODIFICATION NO.:** 2 and Final

**TO:** Mark Anthony Contracting, Inc.  
4810 Old Plank Road  
Milford, MI 48381

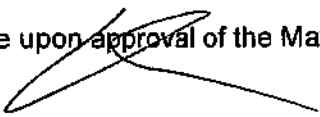
### NECESSITY FOR REVISION:

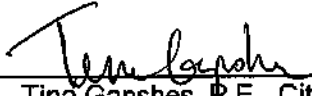
The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the amended contract amount by \$15,002.46 resulting in a final contract amount of \$1,437,795.22.

The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of \$15,002.46 is hereby subtracted to the current contract amount of \$1,452,797.68, resulting in a final contract amount of \$1,437,795.22.

The above shall be effective upon approval of the Mayor and City Council.

Accepted by:  Date: 12/18/24  
Mark Anthony Contracting, Inc. (Contractor)

Recommended by:  Date: 12/19/24  
Tina Gapshes, P.E., City Engineer

Approved by: Warren City Council Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Lori M. Stone, Mayor

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Sonja Buffa, City Clerk



**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 2 AND FINAL  
AND PAYMENT NUMBER 7 & FINAL  
FOR  
TO CITY CONTRACT PL-23-804  
FIRE STATION PARKING LOT RECONSTRUCTION  
(MARK ANTHONY CONTRACTING, INC.)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025, at 7:00 p.m. Eastern \_\_\_\_\_ Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_, and supported by Councilmember \_\_\_\_\_.

Mark Anthony Contracting, Inc. and the City of Warren entered into a contract titled PL-23-804 Fire Station Parking Lot Reconstruction.

Certain changes to the plans and specifications were deemed necessary by the City Engineer due to additional work outside the scope of original contract, field changes, and modifications to the original pay items to as-constructed quantities.

In compliance with Section 200, Subsections 236, 238 and 239, Mark Anthony Contracting, Inc. and the City Engineer have determined mutually acceptable prices for the additional work and for the modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 2 and Final to the City Contract titled PL-23-804 Fire Station Parking Lot Reconstruction with the Mark Anthony Contracting, Inc. as submitted, decreasing the current contract amount by \$15,002.46 resulting in a final contract amount of \$1,437,795.22.



The City Engineer also recommends that Payment No. 7 & Final to Mark Anthony Contracting, Inc. in the amount of \$62,639.88 be issued three (3) days after the approval of Contract Modification No. 2 and Final.

The Engineering Division further recommends Payment No. 7 & Final in the amount of \$62,639.88 for the work completed under the contract titled PL-23-804 Fire Station Parking Lot Reconstruction with Mark Anthony Contracting, Inc. after three (3) days of the City Council approval of the attached Contract Modification No. 2 and Final.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled PL-23-804 Fire Station Parking Lot Reconstruction, awarded to Mark Anthony Contracting, Inc., decreasing the amended contract amount by \$15,002.46, as presented in the attached Contract Modification No. 2 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 2 and Final to City Project PL-23-804 Fire Station Parking Lot Reconstruction in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 7 & Final in the amount of \$62,639.88 payable to Mark Anthony Contracting, Inc. be issued after three (3) days of the City Council's approval of the Contract Modification No. 2 and Final including releasing any interest on retainage

AYES: Councilpersons \_\_\_\_\_

NAYES: Councilpersons \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council



CERTIFICATION

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

PL-23-804 Fire Station Parking Lot Reconstruction  
Contract Modification 2 and Final  
Mark Anthony Contracting, Inc.





City Contract PL-23-004  
Fire Station Parking Lot Reconstruction

Engineering Division  
FINAL ADJUSTMENT OF QUANTITIES

Contractor: Mark Anthony Contracting, Inc.  
Address: 4844 Old Plank Road  
City: Milford, NH 03055

ITEM NO.	DESCRIPTION	ORIGINAL BID QUANTITY	UNITS	CONTRACT UNIT PRICE	ORIGINAL BID AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT AMOUNT	CHANGE CONTRACT QUANTITY	CHANGE CONTRACT AMOUNT
1	PAVEMENT REMOVAL <12 INCHES	10,000	SY	\$ 13.26	\$112,600.00	10793.11	\$121,417.82	793.1	8,817.82
2	EARTH EXCAVATION	3,500	CY	\$ 27.62	\$96,670.00	2462.98	\$73,551.51	(837.0)	(23,118.49)
3	INSTALL 10" THICK CONCRETE PAVEMENT, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	5,900	SY	\$ 71.43	\$428,460.00	10773.33	\$769,323.50	4,773.3	340,863.50
4	INSTALL 6" THICK CONCRETE PAVEMENT, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	3,000	SY	\$ 61.25	\$183,750.00	62.22	\$3,936.04	(2,937.8)	(185,813.96)
5	INSTALL M.D.O.T. CLASS 21AA Limestone SUB-BASE, (MIN. 10" THICK C.P.P. UNDER CONCRETE PAVEMENT)	9,500	SY	\$ 18.13	\$172,235.00	9155.67	\$165,995.92	(344.1)	(6,239.08)
6	UNDERCUT- EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED LIMESTONE (C.P.P.) FOR FILLING UNDERCUT	300	CY	\$ 78.25	\$7,629.00	505.63	\$39,577.94	405.6	31,748.94
7	INSTALL TENSAR BG1100 OR EQUIVALENT GEOTEXT TO STABILIZE THE UNDERCUT AREAS(S)	250	SY	\$ 1.55	\$490.00	8256.04	\$16,185.76	8,006.0	15,695.76
8	INSTALL 10" THICK CONCRETE APPROACH M.D.O.T. GRADE P-1K (7 SACK CEMENT CONTENT)	7,000	SF	\$ 8.47	\$59,290.00	2053.62	\$17,394.15	(4,946.4)	(41,895.84)
9	INSTALL 10" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	450	SF	\$ 13.30	\$5,985.00	327.50	\$4,355.75	(122.5)	(1,629.25)
10	INSTALL 6" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	3,650	SF	\$ 7.53	\$12,424.50	620.91	\$4,675.45	(1,029.1)	(7,749.05)
11	INSTALL 6" CONCRETE CURB AND GUTTER M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	2,500	LF	\$ 15.88	\$39,700.00	0.00	\$0.00	(2,500.0)	(39,700.00)
12	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	20	LF	\$ 41.89	\$837.80	0.00	\$0.00	(20.0)	(837.80)
13	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	3	EA	\$ 3,266.12	\$9,798.12	3.00	\$9,624.36	2.0	6,416.24
14	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	1	EA	\$ 5,168.05	\$5,168.05	0.00	\$0.00	(1.0)	(5,168.05)
15	ADJUST UTILITY STRUCTURE, COMPLETE	15	EA	\$ 293.43	\$4,401.45	14.00	\$4,108.02	(1.0)	(293.43)
16	REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE	10	VF	\$ 233.69	\$2,336.90	14.00	\$3,270.40	4.0	934.40
17	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	3	EA	\$ 397.86	\$1,193.58	14.00	\$5,570.04	11.0	4,376.46
18	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	3	EA	\$ 289.35	\$868.05	23.00	\$6,699.28	20.0	5,967.20
19	INSTALL 12" DIA. STORM SEWER, RCP, CURB CHS PIPE	90	LF	\$ 94.44	\$4,722.00	110.00	\$10,388.40	60.0	5,666.40
20	TRAFFIC CONTROL DEVICES, COMPLETE	1	LS	\$ 11,187.46	\$11,187.46	1.00	\$11,187.46	0.0	0.00
21	INSTALL SEED AND MULCH, COMPLETE	1	LS	\$ 18,728.45	\$18,728.45	3.17	\$59,396.26	2.2	40,667.81
22	INSTALL CLASS "A" SOD	160	SY	\$ 11.59	\$1,158.00	0.00	\$0.00	(160.0)	(1,158.00)
23	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN	560	TON	\$ 32.30	\$18,150.00	0.00	\$0.00	(560.0)	(18,150.00)
24	CREW DOWNTIME FOR LOCATING MIS-MARKED/UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	8	HR	\$ 282.23	\$2,257.84	3.00	\$846.69	(5.0)	(1,411.15)
25	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	5	EA	\$ 395.12	\$1,975.60	0.00	\$0.00	(5.0)	(1,975.60)
26	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	1	LS	\$ 20,000.00	\$20,000.00	0.00	\$0.00	(1.0)	(20,000.00)
27	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	1	LS	\$ 3,608.66	\$1,608.66	1.35	\$2,171.72	0.4	563.04
28	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES	1	LS	\$ 1,023.50	\$1,023.50	0.00	\$0.00	(1.0)	(1,023.50)
29	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED (Macomber County, SESE)	1	LS	\$ 2,000.00	\$2,000.00	0.63	\$1,250.00	(0.4)	(750.00)
30	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (Not to exceed 75% of construction cost)	1	LS	\$ 28,479.55	\$28,479.55	1.00	\$28,479.55	0.0	0.00
31	Agg Base Reconditioning		SY	\$ 4.00	\$0.00	4078.78	\$16,319.12	4,078.8	16,319.12
32	Storm Sewer Removal		LF	\$ 16.00	\$0.00	235.00	\$3,760.00	235.0	3,760.00
33	6" Edge Drain		LF	\$ 42.00	\$0.00	30.00	\$1,260.00	30.0	1,260.00
34	8" SDR Storm Pipe		LF	\$ 94.44	\$0.00	275.00	\$26,971.00	275.0	26,971.00
35	Fire Station 3 Mobilization		LS	\$ 9,493.18	\$0.00	1.00	\$9,493.18	1.0	9,493.18
36	Subgrade 4" Concrete		SF	\$ 6.50	\$0.00	2034.75	\$13,225.86	2,034.8	13,225.86
37	Painting Parking Lot Lights		LS	\$ 8,174.00	\$0.00	1.00	\$8,174.00	1.0	8,174.00

Original Contract Amount	\$1,252,787.88	\$1,437,795.22	\$164,007.34
Contract Modification No. 1	\$200,000.00		
Contract Modification No. 2 and Final	\$15,092.46		
Final Contract Amount	\$1,437,795.22		
Percent Change from the Amended Contract Amount	14.77%		



## PAYMENT REQUEST

NOTE: CITY COUNCIL APPROVAL REQUIRED

Date : December 9, 2024

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

From : Engineering Division

Re :	Payment No.	<u>7 &amp; Final</u>	Payee :	<u>Mark Anthony Contracting, Inc</u>
	Project No.	<u>PL-23-804</u>		<u>4844 Old Plank Road</u>
	Location	<u>Fire Station</u>		<u>Milford, MI 48381</u>
	Improvement:	<u>Parking Lot Reconstruction</u>		

Original Contract Amount	(City Council Approval 9/26/2023)	<u>\$1,252,797.68</u>
Contract Modification No. 1 (City Council Approval 9/24/2024)		<u>\$200,000.00</u>
Pop. Contract Modification No. 2		<u>(\$15,002.46)</u>
Current Contract Amount		<u>\$1,437,795.22</u>
Total Work performed as of 12/5/2024		<u>\$1,437,795.22</u>
Less Retainage	0.00%	<u>\$0.00</u>
Net Amount Earned to Date		<u>\$1,437,795.22</u>
Amount of Previous Payment Requests		<u>\$1,375,155.34</u>
<b>Amount Due This Estimate</b>		<b><u>\$62,639.88</u></b>
Retainage Previously Withheld		<u>\$62,639.88</u>
Retainage Change this Pay Estimate		<u>-\$62,639.88</u>

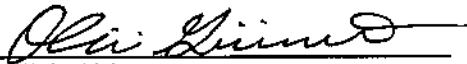
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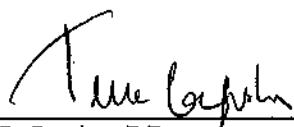
<b>Special Revenue Fund 9204-97400</b>	
Local Road Street Repairs & Replacement	<u><b>\$62,639.88</b></u>

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

Prepared by:

Approved for Payment by:

  
Olivia Girimonte  
Civil Engineer

  
Tina G. Gapshe, P.E.  
City Engineer



**Fire Station Parking Lot Reconstruction  
City Project PL-23-804 (ITB-W-0952)  
Construction Pay Estimate 7 & Final**

**Mark Anthony Contr., Inc.  
4844 Old Plank Road  
Milford, MI 48381**

ITEM No.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	QUANTITY PAID TO DATE	AMOUNT PAID TO DATE	QUANTITY THIS PAYMENT	AMOUNT THIS PAYMENT
<b>CONCRETE ITEMS</b>									
1	PAVEMENT REMOVAL <12 INCHES	SY	10000.00	\$ 11.26	\$ 112,600.00	10783.11	\$ 121,417.82	0.00	\$ -
2	EARTH EXCAVATION	CY	3500.00	\$ 27.62	\$ 96,670.00	2662.98	\$ 73,551.51	0.00	\$ -
<b>PAVING ITEMS</b>									
3	INSTALL 10" THICK CONCRETE PAVEMENT M D O T P1 (6 SACK CEMENT CONTENT)	SY	6000.00	\$ 71.41	\$ 428,460.00	10773.33	\$ 769,323.50	0.00	\$ -
4	INSTALL 8" THICK CONCRETE PAVEMENT, M D O T P1 (6 SACK CEMENT CONTENT)	SY	3000.00	\$ 63.26	\$ 189,780.00	62.22	\$ 3,936.04	0.00	\$ -
5	INSTALL M D O T CLASS 21AA Limestone SUB-BASE (MIN 10" THICK C I P UNDER CONCRETE PAVEMENT	SY	9500.00	\$ 18.13	\$ 172,235.00	9155.87	\$ 165,993.92	0.00	\$ -
6	UNDERCUT- EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL INSTALL 21AA CRUSHED Limestone (C I P) FOR FILLING UNDERCUT	CY	100.00	\$ 78.29	\$ 7,829.00	505.53	\$ 39,577.94	0.00	\$ -
7	INSTALL TENSAR BX11100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	SY	250.00	\$ 1.96	\$ 490.00	8258.03	\$ 16,185.76	0.00	\$ -
8	INSTALL 10" THICK CONCRETE APPROACH M D O T GRADE P-NC1 (7 SACK CEMENT CONTENT)	SF	7000.00	\$ 8.47	\$ 59,290.00	2053.62	\$ 17,394.16	0.00	\$ -
9	INSTALL 10" THICK CONCRETE SIDEWALK, M D O T GRADE P1 (6 SACK CEMENT CONTENT)	SF	4500.00	\$ 13.30	\$ 5,985.00	327.50	\$ 4,355.75	0.00	\$ -
10	INSTALL 6" THICK CONCRETE SIDEWALK, M D O T GRADE P1 (6 SACK CEMENT CONTENT)	SF	1650.00	\$ 7.53	\$ 12,424.50	620.91	\$ 4,675.45	0.00	\$ -
11	INSTALL 6" CONCRETE CURB AND GUTTER M D O T GRADE P1 (6 SACK CEMENT CONTENT)	LF	2300.00	\$ 15.88	\$ 39,700.00	0.00	\$ -	0.00	\$ -
12	INSTALL A D A COMPLIANT DETECTABLE WARNING DEVICE	LF	20.00	\$ 41.89	\$ 837.80	0.00	\$ -	0.00	\$ -
<b>UTILITY ITEMS</b>									
13	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1.00	\$ 9,624.12	\$ 9,624.12	3.00	\$ 28,872.36	0.00	\$ -
14	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	EA	1.00	\$ 5,168.05	\$ 5,168.05	0.00	\$ -	0.00	\$ -
15	ADJUST UTILITY STRUCTURE, COMPLETE	EA	15.00	\$ 293.43	\$ 4,401.45	14.00	\$ 4,108.02	0.00	\$ -
16	REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE	VF	10.00	\$ 233.60	\$ 2,336.00	14.00	\$ 3,270.40	0.00	\$ -
17	INSTALL A D A COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	3.00	\$ 1,913.58	\$ 5,740.74	14.00	\$ 26,790.12	0.00	\$ -
18	INSTALL A D A COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	3.00	\$ 299.36	\$ 898.08	23.00	\$ 6,885.28	0.00	\$ -
19	INSTALL 12" DIA. STORM SEWER, RCP CL-IV C76 PIPE	LF	50.00	\$ 94.44	\$ 4,722.00	110.00	\$ 10,388.40	0.00	\$ -
<b>TRAFFIC CONTROL ITEMS</b>									
20	TRAFFIC CONTROL DEVICES, COMPLETE	LS	1.00	\$ 11,187.48	\$ 11,187.48	1.00	\$ 11,187.48	0.00	\$ -
<b>RESTORATION ITEMS</b>									
21	INSTALL, SEED AND MULCH, COMPLETE	LS	1.00	\$ 18,728.45	\$ 18,728.45	3.17	\$ 59,396.16	0.00	\$ -



Fire Station Parking Lot Reconstruction  
City Project PL-23-804 (ITB-W-0952)  
Construction Pay Estimate 7 & Final

Mark Anthony Contr., Inc.  
4844 Old Plank Road  
Milford, MI 48361

22	INSTALL CLASS "A" SOD	SY	100.00	\$ 11.58	\$ 1,158.00	0.00	\$ -	0.00	\$ -
<b>MISCELLANEOUS ITEMS</b>									
23	MAINTENANCE GRAVEL INSTALL AND MAINTAIN	TON	500.00	\$ 12.30	\$ 6,150.00	0.00	\$ -	0.00	\$ -
24	CREW DOWNTIME FOR LOCATING MIS-MARKED/UNMARKED SERVICES OR FOR OTHER UNFORESEEN FIELD CONDITIONS	HR	8.00	\$ 282.13	\$ 2,257.04	3.00	\$ 846.39	0.00	\$ -
25	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	EA	5.00	\$ 393.12	\$ 1,965.60	0.00	\$ -	0.00	\$ -
26	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	LS	1.00	\$ 20,000.00	\$ 20,000.00	0.00	\$ -	0.00	\$ -
27	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	LS	1.00	\$ 1,608.68	\$ 1,608.68	1.15	\$ 2,171.72	0.00	\$ -
28	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES	LS	1.00	\$ 1,023.50	\$ 1,023.50	0.00	\$ -	0.00	\$ -
29	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED (Macomb County SESC)	LS	1.00	\$ 2,000.00	\$ 2,000.00	0.63	\$ 1,250.00	0.00	\$ -
30	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE (5% IN EXCESS 7% of construction cost)	LS	1.00	\$ 28,479.55	\$ 28,479.55	1.00	\$ 28,479.55	0.00	\$ -
<b>MISCELLANEOUS ITEMS</b>									
31	Agg Base Reconditioning	SY		\$ 4.00	\$ -	4079.78	\$ 16,319.12	0.00	\$ -
32	Storm Sewer Removal	LF		\$ 16.00	\$ -	235.00	\$ 3,760.00	0.00	\$ -
33	6" Edge Drain	LF		\$ 42.00	\$ -	10.00	\$ 1,260.00	0.00	\$ -
34	8" SOR Storm Pipe	LF		\$ 94.44	\$ -	275.00	\$ 25,971.00	0.00	\$ -
35	Fire Station 3 Mobilization	LS		\$ 9,493.18	\$ -	1.00	\$ 9,493.18	0.00	\$ -
36	Sidewalk 4" Concrete	SF		\$ 6.50	\$ -	2034.75	\$ 13,225.88	0.00	\$ -
37	Fixing Parking Lot Light	LS		\$ 8,174.00	\$ -	1.00	\$ 8,174.00	0.00	\$ -
<b>Total Work Performed as of 12/5/24</b>				<b>\$ 1,252,797.68</b>		<b>\$1,437,795.23</b>		<b>\$ -</b>	
<b>Less Retainage</b>				<b>0%</b>		<b>\$0.00</b>		<b>\$ (62,639.88)</b>	
<b>Net Amount Earned</b>						<b>\$1,437,795.23</b>		<b>\$ 62,639.88</b>	
<b>Less Previous Payments</b>						<b>\$1,375,155.34</b>		<b>\$ -</b>	
<b>Total Balance Due this Estimate</b>						<b>\$62,639.88</b>		<b>\$ 62,639.88</b>	

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

for the City of Warren, Tina G. Gaudes, P.E.  
City Engineer

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

for Mark Anthony Contracting  
Contractor

*[Signature]*  
B. J. HARTZEL




City Project PL-23-004  
 Fire Station Parking Lot Reconstruction  
 Pay Estimate No. 7-A Final



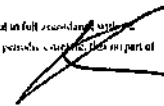
Contractor: Mark Anthony Contracting, Inc.  
 Address: 4844 Old Plank Road  
 City: Milford, MI 48361

DESCRIPTION	ORIGINAL CONTRACT AMOUNT	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Original Contract Amount	\$ 1,252,797.00		
Total Work Performed as of 12/5/2024		\$ 1,437,795.22	\$ -
Less Retainage			\$ (62,639.88)
Net Amount Earned		\$ 1,437,795.22	\$ 62,639.88
Less Previous Payments		\$ 1,375,155.34	\$ -
Total Amount Due this Estimate		\$ 62,639.88	\$ 62,639.88
Original Contract Amount	\$ 1,252,797.00		
Total Local Street Repairs & Replacement Fund Work Performed as of 12/5/2024		\$ 1,437,795.22	\$ -
Less Retainage			\$ (62,639.88)
Net Amount Earned		\$ 1,437,795.22	\$ 62,639.88
Less Previous Payments		\$ 1,375,155.34	\$ -
Total Local Street Repairs and Replacement Special Revenue Fund 9204-97400 Amount Due this Estimate		\$ 62,639.88	\$ 62,639.88

I certify that I have checked this periodic estimate that on the date on which the same was filed and correct statement of work performed by the contractor that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.

  
 For the City of Warren, Tim G. Caplice, P.E.  
 City Engineer

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

  
 for Mark Anthony Contracting, Inc.  
 Bill Huntrodt





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

One City Square, Suite 300  
Warren, Michigan 48093-2390

(586) 759-9300

Fax (586) 759-9318

[www.cityofwarren.org](http://www.cityofwarren.org)

**TO:** Ms. Mindy Moore, City Council Secretary

**DATE:** December 19, 2024

**RE:** **CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 1 to City Contract W-24-799, 10 Mile Road Water Main Replacement (Ryan Road to Garden Court) increasing the current contract amount by \$465,637.60 resulting in an amended contract amount of \$4,303,849.10 and for Pay Estimate No. 6 in the amount of \$921,719.05 to V.I.L. Construction, Inc.**

Attached hereto is a copy of the proposed Contract Modification No. 1 to the City Contract W-24-799, 10 Mile Road Water Main Replacement from Ryan Rd to Garden Court.

The total amount of the requested additional funding in the attached Contract Modification No. 1 to the City Contract W-24-799, 10 Mile Road Water Main Replacement is \$465,637.60 resulting in a total amended contract amount of \$4,303,849.10..

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 1 to the City Contract W-24-799, 10 Mile Water Main Replacement as presented in the attached Contract Modification No. 1.

Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

Please place this item on the first available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

Sincerely,

Read and Concurred:

Read and Concurred:

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.  
City Engineer

A handwritten signature in black ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli  
Public Service Director

A handwritten signature in black ink, appearing to read "Kristina Battle".

Kristina Battle  
Budget Director

Approved as to Form:

Recommended to Council:

A handwritten signature in black ink, appearing to read "Mary Michaels".

Mary Michaels  
Acting, City Attorney

A handwritten signature in blue ink, appearing to read "Lori M. Stone".

Lori M. Stone  
Mayor

Attach: Contract Modification No. 1, Proposed Resolution, Payment No. 6





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION  
One City Square, Suite 300  
Warren, MI 48093  
(586) 759-9300  
Fax (586) 759-9318  
www.cityowarren.org

## CONTRACT MODIFICATION

**DATE:** December 19, 2024

**CONTRACT:** W-24-799

**MODIFICATION NO.:** 1

**TO:** V.I.L. Construction, Inc.  
6670 Sims Drive  
Sterling Heights, MI 48313

**NECESSITY FOR REVISION:** Extension of contract funding increase for relocating the proposed water main due to new fiber optic cable vaults and additional water main connections along 10 Mile Road (Ryan Rd to Garden Ct)

Contract Funding Increase: Contract funding increase in the amount of \$465,637.60 for the additional work.

The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed.

The total sum of \$465,367.60 is hereby added to the current contract amount of \$3,838,211.50, resulting in an amended contract amount of \$4,303,849.10.

The above shall be effective upon approval of the Mayor and City Council.

Accepted by: Anthony Vani  
Digitally signed by Anthony Vani  
DN: f= Sterling Heights, st=MI, c=US, o=V.I.L. Construction, Inc.,  
cn=Anthony Vani  
Date: 2024.12.19 13:04:06 -05'00'  
For V.I.L. Construction, Inc. (Contractor)

Date: 12-19-24

Recommended by: Tina G. Gapshes  
Tina G. Gapshes, P.E., City Engineer

Date: 12-19-24

Approved by: Warren City Council Date: \_\_\_\_\_

Approved by: Lori M. Stone, Mayor Date: \_\_\_\_\_

Approved by: Sonja Buffa, City Clerk Date: \_\_\_\_\_



**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 TO CITY CONTRACT  
W-24-799, 10 MILE ROAD WATER MAIN REPLACEMENT  
(RYAN ROAD TO GARDEN COURT) AND PAYMENT NO. 6  
(V.I.L. CONSTRUCTION, INC.)**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,  
held on \_\_\_\_\_, 2025 at \_\_\_\_\_ p.m. Eastern Daylight Savings Time, in the  
Council Chamber at the Warren Community Center Auditorium,  
5460 Arden, Warren, Michigan.

PRESENT: Councilpersons \_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

The following preamble and resolution were offered by Councilperson

\_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

V.I.L Construction, Inc. and the City of Warren entered into a contract titled  
W-24-799, 10 Mile Road (Ryan Rd to Garden Court) Water Main Replacement.

Certain changes to the project were deemed necessary by the City Engineer due to field  
changes and modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 1  
to the City Contract W-24-799, 10 Mile Road (Ryan Rd to Gardener Court) Water Main  
Replacement with V.I.L Construction, Inc. as submitted, increasing the current contract amount by  
\$465,637.60 resulting in an amended contract amount of \$4,303,849.10.

Funding is available in the Contract Awarded Fund (592-9044-97001) (\$465,637.60).

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the  
Contract titled W-24-799, 10 Mile Road (Ryan Rd to Garden Court) Water Main Replacement  
(V.I.L. Construction, Inc.) increasing the current contract amount by \$465,637.60 as presented in  
the attached Contract Modification No. 1.



IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 for the City Contract W-24-799, 10 Mile Road (Ryan Rd to Garden Court) Water Main Replacement in such form that meets with the approval of the City Attorney.

AYES: Councilpersons:

NAYS: Councilpersons: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## CERTIFICATION

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan,  
hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the  
City of Warren at its meeting held on \_\_\_\_\_, 2025.





PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

## PAYMENT REQUEST

CITY COUNCIL APPROVAL REQUIRED

Date : December 19, 2024

To : Sara Karpuk, Accountant III, Water Division

From : Engineering Division

Re : Payment No. 6  
Project No. W-24-799  
Location 10 Mile Road (Ryan to Centerline)  
Improvement: Water Main Replacement

Payee : V.I.L. Construction, Inc.  
6670 Sims Drive  
Sterling Heights, MI 48313

Original Contract Amount	(City Council Approval 4/23/2024)	\$3,838,211.50	
Proposed Contract Modification No. 1		\$465,637.60	
Change Order No. 2		\$0.00	
Amended Contract Amount			\$4,303,849.10

Total Work performed as of 12/18/24		\$4,303,849.10
Less Retainage 4.46%		\$191,910.58
Net Amount Earned to Date		\$4,111,938.53
Amount of Previous Payment Requests		\$3,190,219.48

Amount Due This Estimate

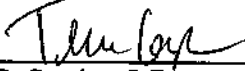
\$921,719.05

Retainage Previously Withheld	\$191,910.58
Retainage Change this Pay Estimate	\$0.00

Chargeable to : Water and Sewer Infrastructure Fund	592-0000-21349	\$921,719.05
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The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared and Approved for Payment by:

  
Tina G. Gapshe, P.E.  
City Engineer

cc: Payee



CONTRACTOR: V.I.L. Construction , Inc.  
 ADDRESS: 6670 Sims Drive, Sterling Heights, MI 48313

DATE: 12/18/2024  
 HRC Job #: 20230155

City of Warren  
 10 Mile Rd Water Main Replacement (Ryan Rd to Garden Ct) AND Garden Court Water Main Replacement  
 W-24-799 (ITB-W-0858)  
 Pay Estimate No. 6

For work through 12/18/2024

Item No.	Item	Original Contract Quantity	Unit	Contract Bid Price	Original Bid Amount	Auth. Qty to Date	Payment
<b>Section I - 10 MILE RD WATER MAIN REPLACEMENT</b>							
1	Pavement, Rem	2,642	SYD	\$ 27.00	\$ 71,334.00	3513.91	\$ 94,875.57
2	Sidewalk, Rem	378	SYD	\$ 27.00	\$ 10,206.00	606.00	\$ 16,362.00
3	Gate Valve & Well, Rem	7	EA	\$ 950.00	\$ 6,650.00	7.00	\$ 6,650.00
4	Gate Valve and Well, Abandon, Special	23	EA	\$ 800.00	\$ 18,400.00	23.00	\$ 18,400.00
5	Gate Valve and Box, Rem	1	EA	\$ 700.00	\$ 700.00	0.00	\$ -
6	Hydrant Assembly, Rem	9	EA	\$ 950.00	\$ 8,550.00	11.00	\$ 10,450.00
7	Water Main, 12 inch, Abandon in Place	5,989	LFT	\$ 2.00	\$ 13,978.00	1810.00	\$ 3,620.00
8	Water Main, 8 inch, Abandon in Place	1,352	LFT	\$ 1.50	\$ 2,028.00	380.00	\$ 570.00
9	Water Main, 12 inch, Remove	70	LFT	\$ 28.00	\$ 1,960.00	0.00	\$ -
10	Water Main, 8 inch, Remove	7	LFT	\$ 27.00	\$ 189.00	0.00	\$ -
11	Dr Structure, Rem	2	EA	\$ 850.00	\$ 1,700.00	1.00	\$ 850.00
12	Sewer, Rem, Less than 24 inch	50	LFT	\$ 29.00	\$ 1,450.00	0.00	\$ -
<b>UTILITY ITEMS</b>							
13	Water Main, 12 inch, FPVC, DR 18, HDD	6,356	LFT	\$ 207.00	\$ 1,315,692.00	0.00	\$ -
14	Water Main, 12 inch, C-900/RJ, HDD	298	LFT	\$ 207.00	\$ 61,686.00	1146.50	\$ 237,325.50
15	Water Main, 12 inch, C909, Open Cut	807	LFT	\$ 207.00	\$ 167,049.00	5947.90	\$ 1,231,215.30
16	Water Main, 8 inch, HDPE, HDD	300	LFT	\$ 188.00	\$ 56,400.00	505.00	\$ 94,940.00
17	Water Main, 8 inch, C-900/RJ, HDD	543	LFT	\$ 188.00	\$ 102,084.00	149.50	\$ 28,108.00
18	Water Main, 8 inch, C909, Open Cut	508	LFT	\$ 188.00	\$ 95,504.00	2267.20	\$ 426,233.60
19	Gate Valve and Well, 12 inch	17	EA	\$ 10,500.00	\$ 178,500.00	16.00	\$ 168,000.00
20	Gate Valve and Well, 8 inch	19	EA	\$ 8,050.00	\$ 152,950.00	23.00	\$ 185,150.00
21	Hydrant Assembly	15	EA	\$ 15,350.00	\$ 230,250.00	19.00	\$ 291,650.00
22	Water Main Connection, 12 inch	6	EA	\$ 4,500.00	\$ 27,000.00	9.00	\$ 40,500.00
23	Water Main Connection, 8 inch	21	EA	\$ 4,400.00	\$ 92,400.00	28.00	\$ 123,200.00
24	Water Main Line Stop, 12" Dia (As Needed)	2	EA	\$ 5,400.00	\$ 10,800.00	0.00	\$ -
25	Water Service, Short, Type K Copper, 1"	20	EA	\$ 1,900.00	\$ 38,000.00	38.00	\$ 72,200.00
26	Water Service, Short, Type K Copper, up to 2" (as needed)	1	EA	\$ 2,350.00	\$ 2,350.00	4.00	\$ 9,400.00
27	Water Service, Short, Type K Copper, 2 1/2" and larger (as needed)	1	EA	\$ 4,800.00	\$ 4,800.00	0.00	\$ -
28	Water Service, Long, Type K Copper, 1", incl. bore under pvmnt	4	EA	\$ 3,100.00	\$ 12,400.00	10.00	\$ 31,000.00
29	Water Service, Long, Type K Copper, up to 2" incl. bore under pvmnt (as needed)	2	EA	\$ 3,600.00	\$ 7,200.00	2.00	\$ 7,200.00
30	Water Service, Long, Type K Copper, 2 1/2" and larger incl. bore under pvmnt (as	1	EA	\$ 6,200.00	\$ 6,200.00	0.00	\$ -
31	Water Service Box, 1" Dia.	24	EA	\$ 375.00	\$ 9,000.00	38.00	\$ 13,500.00
32	Water Service Box, up to 2" Dia. (as needed)	3	EA	\$ 475.00	\$ 1,425.00	4.00	\$ 1,900.00
33	Water Service Box, up to 2 1/2" Dia. (as needed)	1	EA	\$ 700.00	\$ 700.00	0.00	\$ -
34	Catch Basin, Type "A"	2	EA	\$ 4,000.00	\$ 8,000.00	1.00	\$ 4,000.00
35	Sewer, 12 inch, C76, CI IV w/Sand Backfill	50	LFT	\$ 130.00	\$ 6,500.00	0.00	\$ -
36	Dr Structure Adj., Type II	10	EA	\$ 600.00	\$ 6,000.00	11.00	\$ 6,600.00
37	Structure Reconstruct (up to 60" dia)	2	EA	\$ 1,400.00	\$ 2,800.00	0.00	\$ -
38	Structure Frame & Cover	10	EA	\$ 600.00	\$ 6,000.00	1.00	\$ 600.00
39	Sanitary Lead Repair, 6" (as needed)	5	EA	\$ 550.00	\$ 2,750.00	18.00	\$ 9,900.00
<b>PAVEMENT AND SIDEWALK ITEMS</b>							



City of Warren  
10 Mile Rd Water Main Replacement (Ryan Rd to Garden Ct) AND Garden Court Water Main Replacement  
W-24-799 (ITB-W-0858)  
Pay Estimate No. 6

For work through 12/18/2024

40	Subgrade Undercutting, 1x3	100	CYD	\$ 45.00	\$ 4,500.00	0.00	\$ -
41	Aggregate Base, 6 inch, CIP, 21AA Crushed Limestone	2,611	SYD	\$ 23.50	\$ 61,358.50	4499.08	\$ 105,728.38
42	Concrete Pavement, 9 inch w/Integrat Curb, Nonreinf	2,049	SYD	\$ 74.00	\$ 151,826.00	2502.11	\$ 185,156.14
43	Driveway, Concrete, 8 inch, Nonreinf	510	SYD	\$ 65.00	\$ 33,150.00	2008.42	\$ 130,547.30
44	Driveway, Concrete, 6 inch, Nonreinf	69	SYD	\$ 55.00	\$ 3,795.00	1160.94	\$ 63,851.70
45	Concrete Sidewalk, 4 inch	1,684	SFT	\$ 5.50	\$ 9,262.00	2523.47	\$ 13,879.09
46	Concrete ADA Ramp, 7 inch w/delectable warning	1,045	SFT	\$ 15.00	\$ 15,675.00	478.88	\$ 7,183.20
47	HMA, Hand Patching	70	TON	\$ 350.00	\$ 24,500.00	0.00	\$ -
48	Cold Weather Protection	500	SYD	\$ 10.00	\$ 5,000.00	0.00	\$ -

**RESTORATION ITEMS**

49	Sign, Rem, Salv and Erect	5	EA	\$ 100.00	\$ 500.00	0.00	\$ -
50	Restoration, Hydroseeding (Incl. 3" Topsoil, Seed & Fertilizer)	1,300	Syd	\$ 7.00	\$ 9,100.00	0.00	\$ -
51	Restoration - Sod (incl. 3" Topsoil)	500	Syd	\$ 10.00	\$ 5,000.00	0.00	\$ -
52	Maintaining Sprinkler System	5	EA	\$ 500.00	\$ 2,500.00	0.00	\$ -

**TRAFFIC CONTROL**

53	Traffic Control and Maintenance	1	LSUM	\$ 62,600.00	\$ 62,600.00	1.00	\$ 62,600.00
54	Maintenance Gravel	250	TON	\$ 41.50	\$ 10,375.00	28.44	\$ 1,180.26
55	Sign, Rem, Salv and Reinstall	8	Ea	\$ 100.00	\$ 800.00	0.00	\$ -

**Section II - GARDEN COURT WATER MAIN REPLACEMENT**

**DEMOLITION ITEMS**

56	Pavement, Rem	73	SYD	\$ 27.00	\$ 1,971.00	0.00	\$ -
57	Gate Valve & Well, Rem	1	EA	\$ 950.00	\$ 950.00	0.00	\$ -
58	Gate Valve and Well, Abandon, Special	2	EA	\$ 800.00	\$ 1,600.00	1.00	\$ 800.00
59	Gate Valve and Box, Rem	1	EA	\$ 700.00	\$ 700.00	0.00	\$ -
60	Hydrant Assembly, Rem	3	EA	\$ 950.00	\$ 2,850.00	0.00	\$ -
61	Water Main, 8 inch, Abandon In Place	1,480	LFT	\$ 1.50	\$ 2,220.00	0.00	\$ -

**UTILITY ITEMS**

62	Water Main, 8 inch, C909, Open Cut	1,383	LFT	\$ 188.00	\$ 260,004.00	987.00	\$ 185,556.00
63	Gate Valve and Well, 8 inch	3	EA	\$ 8,050.00	\$ 24,150.00	2.00	\$ 16,100.00
64	Hydrant Assembly	3	EA	\$ 15,350.00	\$ 46,050.00	2.00	\$ 30,700.00
65	Water Service, Short, Type K Copper, 1"	15	EA	\$ 1,900.00	\$ 28,500.00	11.00	\$ 20,900.00
66	Water Service, Long, Type K Copper, 1", incl. bore under pmnt	9	EA	\$ 3,100.00	\$ 27,900.00	11.00	\$ 34,100.00
67	Water Service Box, 1" Dia.	24	EA	\$ 375.00	\$ 9,000.00	19.00	\$ 7,125.00

**PAVEMENT AND SIDEWALK ITEMS**

68	Subgrade Undercutting, 1x3	70	CYD	\$ 40.00	\$ 2,800.00	0.00	\$ -
69	Aggregate Base, 6 inch, CIP, 21AA Crushed Limestone	70	SYD	\$ 23.50	\$ 1,645.00	0.00	\$ -
70	Aggregate, 6 inch, CIP, 23A	220	SYD	\$ 23.50	\$ 5,170.00	0.00	\$ -
71	Driveway, Concrete, 6 inch, Nonreinf	65	Syd	\$ 55.00	\$ 3,575.00	0.00	\$ -
72	HMA, Hand Patching	40	TON	\$ 350.00	\$ 14,000.00	0.00	\$ -
73	Cold Weather Protection	65	Syd	\$ 10.00	\$ 650.00	0.00	\$ -

**RESTORATION ITEMS**

74	Sign, Rem, Salv and Erect	3	EA	\$ 100.00	\$ 300.00	0.00	\$ -
75	Restoration, Hydroseeding (Incl. 3" Topsoil, Seed & Fertilizer)	1,600	Syd	\$ 7.00	\$ 11,200.00	2387.04	\$ 16,709.28
76	Maintaining Sprinkler System	5	EA	\$ 500.00	\$ 2,500.00	0.00	\$ -

**TRAFFIC CONTROL**

City of Warren  
 10 Mile Rd Water Main Replacement (Ryan Rd to Garden Ct) AND Garden Court Water Main Replacement  
 W-24-799 (ITB-W-0858)  
 Pay Estimate No. 6

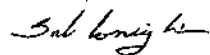
For work through 12/18/2024

77	Traffic Control and Maintenance	1	LSUM	\$ 11,200.00	\$ 11,200.00	1.00	\$ 11,200.00
78	Maintenance Gravel	40	TON	\$ 41.50	\$ 1,660.00	0.00	\$ -
79	Sign, Rem, Salv and Reinstall	2	Ea	\$ 100.00	\$ 200.00	0.00	\$ -

## Section III - Miscellaneous Project Items

80	BONDS, INSURANCE & INITIAL SET-UP EXPENSE (Not to exceed 5% of constr	1	Lsum	\$ 180,100.00	\$ 180,100.00	1.00	\$ 180,100.00
81	Repair Mis-Marked or Unmarked Water Service	10	Ea	\$ 400.00	\$ 4,000.00	2.00	\$ 800.00
82	Downtime Due to Mis-Marked Water Service	25	Hr	\$ 200.00	\$ 5,000.00	26.50	\$ 5,300.00
83	Prefabricated Portable Sanitary Facility	1	EA	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00
84	Exploratory Excavation and Utility Locating	1	LSUM	\$ 500.00	\$ 500.00	1.00	\$ 500.00
85	Audio-Visual Filming	1	LSUM	\$ 2,300.00	\$ 2,300.00	1.00	\$ 2,300.00
86	Erosion Control Measures	1	LSUM	\$ 2,190.00	\$ 2,190.00	1.00	\$ 2,190.00
87	Permit Fee Allowance	10,000	Dir	\$ 1.00	\$ 10,000.00	18119.00	\$ 18,119.00
	SESC Permit \$1860; Drain Permit \$1009; MCDR Permit \$250						
	MCDR Insp Deposit \$30,000 (50% payment until final accounting)						
88	Contingency For Work Outside of The Original Pay Items	30,000	Dir	\$ 1.00	\$ 30,000.00	0.00	\$ -
	Concrete Sidewalk -6" Thk		Sft	\$ 7.48		136.00	\$ 1,017.28
	Curb/Gutter DET-F4		LFT	\$ 39.10		335.00	\$ 13,098.50
	Gate Valve and Box, 4 inch		Ea	\$ 5,400.00		1.00	\$ 5,400.00
	Water Main, 4 inch, HDPE, HDD		LFT	\$ 166.00		80.00	\$ 13,280.00
	Water Main Connection, 4"		EA	\$ 4,200.00		1.00	\$ 4,200.00
	Concrete Pavement, 7 inch w/Integral Curb, Nonreinf		Syd			36.89	\$ -
	Concrete Pavement, 10 inch w/Integral Curb, Nonreinf		Syd			58.03	\$ -
	Concrete Pavement, 12 inch w/Integral Curb, Nonreinf		Syd			344.79	\$ -
	Concrete Pavement, 14 inch w/Integral Curb, Nonreinf		Syd	\$ 126.50		220.00	\$ 27,830.00
Total Amount of Contract				\$ 3,838,211.50			
Total Amount to Date							\$ 4,303,849.10
Less Retainage							\$ 191,910.58
Less Pay Estimate No. 1							\$ 396,238.50
Less Pay Estimate No. 2							\$ 192,673.67
Less Pay Estimate No. 3							\$ 791,078.41
Less Pay Estimate No. 4							\$ 928,063.58
Less Pay Estimate No. 5							\$ 882,165.31
Total Amount Due - Pay Estimate No. 6							\$ 921,719.05

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



HUBBELL, ROTH & CLARK, INC.  
 Sal Conigliaro, P.E.



10 Mile Road (Ryan to Centerline)  
 Water Main Replacement  
 City Project No. W-24-799  
 Pay Estimate No. 6



Contractor:  
 Address:  
 City:

V.I.L. Construction, Inc.  
 6670 Sims Dr  
 Sterling Heights, MI 48313

DESCRIPTION	ORIGINAL CONTRACT AMOUNT	CONTRACT MODIFICATION NO. 1	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of: 12/18/24	\$ 3,838,211.50	\$ 465,637.60	\$ 4,303,849.10	\$ 921,719.05
Less Retainage 10.00%			\$ 191,910.58	\$ -
Net Amount Earned			\$ 4,111,938.53	\$ 921,719.05
Less Previous Payments			\$ 3,190,219.48	
Total Amount Due this Estimate			\$ 921,719.05	\$ 921,719.05
Total Water & Sewer Infrastructure Fund Work Performed as of: 12/18/24	\$ 3,838,211.50		\$ 4,303,849.10	\$ 921,719.05
Less Retainage 10.00%			\$ 191,910.58	\$ -
Net Amount Earned			\$ 4,111,938.53	\$ 921,719.05
Less Previous Payments			\$ 3,190,219.48	\$ -
Total Water & Sewer Infrastructure Fund this Estimate:			\$ 921,719.05	\$ 921,719.05
<p>I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.</p> <p style="text-align: right;">for the City of Warren, Tina Gapshes, P.E. City Engineer</p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.</p> <p style="text-align: right;">for V.I.L. Construction, Inc. Contractor</p>				



PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

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

P: (586) 759-9300

F: (586) 759-9318

www.cityofwarren.org

December 6, 2024

Mindy Moore  
City Council Secretary

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 1 and Final to City Contract WP-23-786, Northampton Water Main and Pavement Reconstruction, and to Approve Payment No. 6 and Final to Florence Cement Company in the Amount of \$211,138.27.**

Attached hereto is a copy of the proposed Contract Modification No.1 and Final to the City Contract WP-23-786, Northampton Water Main and Pavement Reconstruction with Florence Cement Company.

The contract modification is for the final adjustment of accounts, resulting in an increase of \$1,888.50 to Contract Award Fund 592-9044-97001 and a decrease of \$1,888.50 from 2011 Local Street Repairs and Replacement Fund 204-9204-97400, resulting in no change to the original contract amount.

It is the Engineering Division's recommendation that the Warren City Council approve the Contract Modification No.1 and Final to the City Contract WP-23-786, Northampton Water Main and Pavement Reconstruction, as presented in the attached Contract Modification No. 1 and Final.

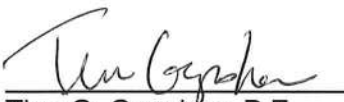
Additionally, it is recommended that Payment No. 6 and Final for the work completed under the contract WP-23-786, Northampton Water Main and Pavement Reconstruction, in the amount of \$211,138.27 be issued to Florence Cement Company three (3) days after approval of the attached Contract Modification No. 1 and Final.

Please place this item on the next available City Council agenda for consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 759-9306.

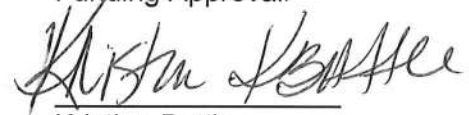
Sincerely,

Read and Concurred:

Funding Approval:

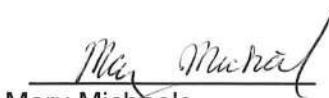
  
Tina G. Gapshes, P.E.  
City Engineer

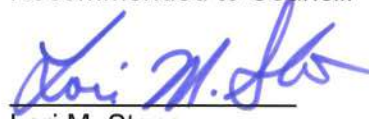
  
David Muzzarelli  
Public Service Director

  
Kristina Battle  
Budget Director

Approved as to Form:

Recommended to Council:

  
Mary Michaels  
Acting City Attorney

  
Lori M. Stone  
Mayor

TGG/ocg

Attachments: Contract Modification No. 1 and Final, Proposed Resolution and Payment No. 6 and Final





**WARREN**  
PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

One City Square, Suite 300  
Warren, MI 48093  
(586) 759-9300  
Fax (586) 759-9318  
www.cityowarren.org

## CONTRACT MODIFICATION

**DATE:** 12/6/2024

**CONTRACT:** WP-23-786  
Northampton Water Main and Pavement Reconstruction

**MODIFICATION NO.:** 1 and FINAL

**TO:** Florence Cement Co.  
51515 Corridor  
Shelby Township, MI 48315

**NECESSITY FOR REVISION:** Modifications to the contract work after project award due to the adjustment of final project quantities and balancing the original pay items to as-constructed quantities.

The total change in contract price due to the balancing of the original pay items to as constructed quantities is \$0 resulting in a final contract amount of \$1,673,687.35.

The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.

This document, including the additional pay items described above shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The above shall be effective upon approval of the Mayor and the City Council.

Except as modified, all other terms of the Contract remain in effect.

Accepted by: [Signature]  
for Florence Cement Company (Contractor)

Date: 12/6/2024

Recommended by: [Signature]  
Tina Gapshes, P.E., City Engineer

Date: 12-6-24

Approved by: Warren City Council

Date: \_\_\_\_\_

Approved by: [Signature]  
Lori M. Stone, Mayor

Date: 1/7/2025

Approved by: \_\_\_\_\_  
Sonja Buffa, City Clerk

Date: \_\_\_\_\_

**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 1 AND FINAL  
AND PAYMENT NO. 6 AND FINAL  
TO CITY CONTRACT WP-23-786  
NORTHAMPTON WATER MAIN AND PAVEMENT RECONSTRUCTION  
FLORENCE CEMENT COMPANY**

At a regular meeting of the City Council of the City of Warren, County of Macomb,  
Michigan, held on \_\_\_\_\_, 2025 at 7:00 p.m. Eastern \_\_\_\_\_ Time, in the  
Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by Councilmember

\_\_\_\_\_, and supported by Councilmember \_\_\_\_\_.

Florence Cement Company and the City of Warren entered into a contract titled WP-23-786, Northampton Water Main and Pavement Reconstruction.

Certain changes to the project were deemed necessary by the City Engineer due to field changes and modifications to the original contract work.

The Engineering Division recommends approval of the attached Contract Modification No. 1 and Final, as submitted, thereby increasing \$1,888.50 for the Contract Award Fund 592-9044-97001 and decreasing \$1,888.50 from the 2011 Local Street Repairs and Replacement Fund 204-9204-97400, resulting in no change of the original contract amount of \$1,673,687.35.

The Engineering Division further recommends that Payment No. 6 and Final in the amount of \$211,138.27 for the work completed under the contract WP-23-786, Northampton Water Main and Pavement Reconstruction be issued to Florence Cement Company after three (3) days of the City Council approval of the attached Contract Modification No. 1 and Final.

THEREFORE, IT IS RESOLVED, that the City of Warren approves modifications to the Contract titled WP-23-786, Northampton Water Main and Pavement Reconstruction for the final



adjustment of funding accounts, resulting in no change of the original contract amount of \$1,673,687.35 as presented in the attached Contract Modification No. 1 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No.1 and Final to City Contract WP-23-786, Northampton Water Main and Pavement Reconstruction in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 6 and Final in the amount of \$211,138.27 payable to Florence Cement Company be issued after three (3) days of the City Council's approval of the Contract Modification No.1 and Final including releasing any interest on retainage.

AYES: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

NAYES: Councilpersons \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB    )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk





City Contract W7-23-784  
Northampton Water Main and Pavement Reconstruction

Engineering Division  
FINAL ADJUSTMENT OF QUANTITIES

Contractor: Florence Cement Company  
Address: 51515 Corridor  
City: Shelby Twp., 41148215

ITEM NO.	DESCRIPTION	ORIGINAL BID QUANTITY	UNITS	CONTRACT UNIT PRICE	ORIGINAL BID AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT AMOUNT	CHANGE CONTRACT QUANTITY	CHANGE CONTRACT AMOUNT
1	ABANDON EXISTING WATER MAIN, COMPLETE	1	LS	\$ 5,450.00	\$5,450.00	1.00	\$5,450.00	0.00	0.00
2	REMOVE EXISTING SEWER, COMPLETE	136	LF	\$ 39.30	\$3,514.80	178.00	\$5,393.40	62.00	1,878.60
3	REMOVE EXISTING GATE VALVE IN WELL, COMPLETE	3	EA	\$ 3,387.00	\$3,561.00	3.00	\$3,561.00	0.00	0.00
4	REMOVE EXISTING FINE HYDRANT ASSEMBLY, COMPLETE	3	EA	\$ 768.00	\$2,100.00	3.00	\$2,100.00	0.00	0.00
5	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	9	EA	\$ 1,054.00	\$9,486.00	9.00	\$9,486.00	0.00	0.00
6	REMOVE 6'-4" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH	5,000	SF	\$ 1.50	\$13,500.00	6438.20	\$12,657.30	(561.80)	(842.70)
7	REMOVE 6'-12" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER	7,300	SF	\$ 6.70	\$50,250.00	7388.54	\$49,503.22	(111.46)	(746.78)
8	INSTALL 7" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M.D.O.T. P1 (6 SACK CEMENT CONTENT)	6,540	SF	\$ 54.40	\$355,776.00	6596.35	\$358,297.44	46.35	2,521.44
9	INSTALL 7" THICK CONCRETE PAVEMENT PATCH WITH INTEGRAL CURB AND GUTTER, M.D.O.T. GRADE P-1C (7 SACK CEMENT CONTENT)	700	SF	\$ 61.80	\$57,260.00	819.45	\$68,510.21	119.45	9,250.21
10	INSTALL M.D.O.T. CLASS 23AA Limestone SUB-BASE, (MIN. 8" THICK C.L.P.) UNDER CONCRETE PAVEMENT	7,800	SF	\$ 17.65	\$137,670.00	0.00	\$0.00	(7,800.00)	(137,670.00)
11	UNDERCUT-EXCAVATE UNSUITABLE SUBGRADE MATERIAL AND BACKFILL WITH 23AA CRUSHED Limestone (C.L.P.) FOR FILLING UNDERCUT	300	CY	\$ 109.00	\$30,000.00	507.75	\$50,775.00	207.75	20,775.00
12	INSTALL TENSAR Bx100 OR EQUIVALENT GEOGRID TO STABILIZE THE UNDERCUT AREA(S)	900	SF	\$ 1.90	\$1,710.00	1491.28	\$2,833.43	591.28	1,123.43
13	STATION GRADING	13	SFA	\$ 5,490.00	\$127,642.50	23.0455	\$126,519.80	(0.20)	(1,122.71)
14	INSTALL 6" THICK CONCRETE SIDEWALK, A.D.A. RAMP OR DRIVE APPROACH, M.D.O.T. GRADE P-1C (7 SACK CEMENT CONTENT)	8,350	SF	\$ 30.00	\$87,500.00	9667.53	\$96,675.30	917.53	9,175.30
15	INSTALL 4" THICK CONCRETE SIDEWALK, M.D.O.T. GRADE P1 (6 SACK CEMENT CONTENT)	700	SF	\$ 10.70	\$7,490.00	737.40	\$7,890.18	37.40	400.18
16	INSTALL A.D.A. COMPLIANT DETECTABLE WARNING DEVICE	30	LF	\$ 89.00	\$2,670.00	30.00	\$2,670.00	0.00	0.00
17	VARIABLE HEIGHT SIDEWALK CURB	50	LF	\$ 35.00	\$1,750.00	0.00	\$0.00	(50.00)	(1,750.00)
18	INSTALL 2' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	4	EA	\$ 2,030.00	\$8,120.00	4.00	\$8,120.00	0.00	0.00
19	INSTALL 4' DIAMETER MANHOLE OR CATCH BASIN, COMPLETE	6	EA	\$ 3,160.00	\$18,960.00	8.00	\$25,280.00	2.00	6,320.00
20	ADJUST UTILITY STRUCTURE, COMPLETE	6	EA	\$ 725.00	\$4,350.00	6.00	\$4,350.00	0.00	0.00
21	REBUILD MANHOLE, CATCH BASIN, INLET OR GATE WELL, COMPLETE	2	VF	\$ 408.00	\$816.00	4.60	\$1,876.80	2.60	1,060.80
22	INSTALL A.D.A. COMPLIANT OR STANDARD FRAME FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	3	EA	\$ 607.40	\$607.40	1.00	\$607.40	0.00	0.00
23	INSTALL A.D.A. COMPLIANT OR STANDARD COVER FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	3	EA	\$ 385.15	\$385.15	1.00	\$385.15	0.00	0.00
24	INSTALL 6" DIA. CORRUGATED PLASTIC EDGE DRAIN WITH GEOTEXTILE WRAP, COMPLETE	4,750	LF	\$ 30.95	\$52,012.50	4690.50	\$50,703.98	(119.50)	(1,308.53)
25	INSTALL 12" DIA. STORM SEWER, RCP, CULVERT PIPE	150	LF	\$ 180.00	\$27,000.00	165.00	\$29,700.00	15.00	2,700.00
26	INSTALL 6" DIA. CL 54 DUCTILE IRON WATER MAIN	2100	LF	\$ 358.40	\$922,140.00	0.00	\$0.00	(2,100.00)	(922,140.00)
27	INSTALL 8" GATE VALVE IN WELL, COMPLETE INCLUDING ALL RINGS USED FOR FINAL ADJUSTMENT, WRAP, FRAME & COVER	4	EA	\$ 5,395.00	\$23,980.00	4.00	\$23,980.00	0.00	0.00
28	INSTALL 6" EJB BREAKABLE FLANGE FINE HYDRANT, COMPLETE INCLUDING VALVES, BOXES, TEES AND ANY 6" WATER MAIN PIPE OR EXTENSIONS	4	EA	\$ 5,344.00	\$23,776.00	4.00	\$23,776.00	0.00	0.00
29	6" WATER MAIN CONNECTION, COMPLETE INCLUDES ALL NECESSARY BENDS, FITTINGS, PIPE, THRUST BLOCK & APPURTENANCES	3	EA	\$ 3,575.00	\$10,725.00	2.00	\$7,150.00	(1.00)	(3,575.00)
30	INSTALL SHORT SIDE SERVICE TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	19	EA	\$ 2,467.00	\$46,873.00	19.00	\$46,873.00	0.00	0.00
31	INSTALL LONG SIDE SERVICE TRANSFER/REPLACEMENT, COMPLETE INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX	20	EA	\$ 3,562.00	\$71,240.00	20.00	\$71,240.00	0.00	0.00
32	TRAFFIC CONTROL DEVICES, COMPLETE	3	LS	\$ 4,700.00	\$4,200.00	1.00	\$4,200.00	0.00	0.00
33	TEMPORARY TRAFFIC CONTROL OR INFORMATIONAL SIGNS	260	SF	\$ 5.00	\$1,000.00	260.00	\$1,300.00	60.00	300.00
34	INSTALL SEED AND MULCH, COMPLETE	1	LS	\$ 35,700.00	\$35,700.00	1.00	\$35,700.00	0.00	0.00
35	INSTALL CLASS "A" SOG	160	SF	\$ 23.35	\$2,735.00	0.00	\$0.00	(160.00)	(2,735.00)
36	MAINTENANCE GRAVEL, INSTALL AND MAINTAIN	500	TON	\$ 21.30	\$10,650.00	698.66	\$14,742.15	198.66	4,192.15
37	CREW DOWNTIME FOR LOCATING MIS-MARKED / UNMARKED SERVICES OR FOR OTHER UNIFORMED FIELD CONDITIONS	4	HR	\$ 400.00	\$6,400.00	1.50	\$1,200.00	(8.50)	(8,200.00)
38	REPAIR MIS-MARKED OR UNMARKED WATER SERVICE	5	EA	\$ 868.00	\$4,300.00	0.00	\$0.00	(5.00)	(4,300.00)
39	CONTINGENCY FOR WORK OUTSIDE OF THE ORIGINAL PAY ITEMS	3	LS	\$ 20,000.00	\$20,000.00	0.00	\$0.00	(1.00)	(20,000.00)
40	AUDIO-VISUAL RECORDING OF THE CONSTRUCTION AREA	1	LS	\$ 745.00	\$745.00	1.00	\$745.00	0.00	0.00
41	SOW EROSION AND SEDIMENTATION CONTROL MEASURES	1	LS	\$ 1,742.00	\$1,742.00	1.00	\$1,742.00	0.00	0.00
42	PERMIT AND INSPECTION FEE ALLOWANCE - AS NEEDED [Miscellaneous, 55%]	1	LS	\$ 2,000.00	\$2,000.00	1.00	\$2,000.00	0.00	0.00
43	BONDS, INSURANCE, MOBILIZATION AND INITIAL SET-UP EXPENSE [Not to exceed 7% of construction cost]	1	LS	\$ 76,000.00	\$76,000.00	1.00	\$76,000.00	0.00	0.00
44	INSTALL M.D.O.T. CLASS 23AA CRUSHED CONCRETE SUB-BASE, (MIN. 8" THICK C.L.P.) UNDER CONCRETE PAVEMENT		SF	\$ 13.59	\$0.00	9041.02	\$122,053.77	9,041.02	122,053.77
45	INSTALL 8" DIA. AWWA C-909 OR 14" WATER MAIN		LF	\$ 132.60	\$0.00	2022.00	\$268,117.20	2,022.00	268,117.20
46	INSTALL FLAT TOP CATCH BASIN		LS	\$ 2,030.00	\$0.00	1.00	\$2,030.00	1.00	2,030.00
47	TREE - PLANT, STAKE, MULCH - CORINTHIAN LINDEN - 1-1/2"		EA	\$ 750.00	\$0.00	7.00	\$5,250.00	7.00	5,250.00
48	TREE - PLANT, STAKE, MULCH - FRONTIER ELM - 1-1/2"		EA	\$ 750.00	\$0.00	7.00	\$5,250.00	7.00	5,250.00
49	TREE - PLANT, STAKE, MULCH - PERSIAN BROWNWOOD - 1-1/2"		EA	\$ 810.00	\$0.00	4.00	\$3,240.00	4.00	3,240.00
50	TREE - PLANT, STAKE, MULCH - RED HORSECHESNUT - 1-1/2"		EA	\$ 775.00	\$0.00	4.00	\$3,100.00	4.00	3,100.00
51	TREE - PLANT, STAKE, MULCH - SILVER LINDEN - 1-1/2"		EA	\$ 749.00	\$0.00	5.00	\$3,745.00	5.00	3,745.00
52	TREE - PLANT, STAKE, MULCH - REPLACEMENT FOR 24249 PANAMA		EA	\$ 750.00	\$0.00	1.00	\$750.00	1.00	750.00

53	CURB CUT HANDICAP RAMP		EA	\$ 525.00	\$0.00	1.00	\$525.00	1.00	\$25.00
54	IRRIGATION PIPE		FT	\$ 2.88	\$0.00	1478.52	\$4,258.13	1,478.52	4,258.13
55	INSTALL SPRINKLER HEAD		EA	\$ 71.50	\$0.00	323.00	\$23,094.60	323.00	23,094.60
56	LABOR/TRAFFIC CONTROL FOR SPRINKLER REPAIRS		LS	\$ 250.00	\$0.00	1.00	\$250.00	1.00	250.00
Original Contract Amount				\$1,873,687.35			\$1,873,687.35		\$0.00
Final Contract Amount				\$1,873,687.35					
Percent Change from the Amended Contract Amount				0.00%					





## PAYMENT REQUEST

CITY COUNCIL APPROVAL REQUIRED

PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

Date: December 6, 2024

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

From: Engineering Division

Re: Payment No. 6 & Final  
Contract: WP-23-786  
Location: Northampton  
Improvement: Water Main and Pavement Reconstruction

Payee: Florence Cement Company  
51515 Corridor  
Shelby Twp., MI 48315

Original Contract Amount	Council Approval: 4/12/2024	<u>\$1,673,687.35</u>
Proposed Contract Modification 1		<u>(\$0.00)</u>
Final Contract Amount		<u>\$1,673,687.35</u>

Total Work performed as of:	12/5/2024	<u>\$1,673,687.35</u>
Less Retainage 0.0%		<u>\$0.00</u>
Net Amount Earned to Date		<u>\$1,673,687.35</u>
Amount of Previous Payment Requests		<u>\$1,462,549.08</u>

Amount Due This Estimate	<u>\$211,138.27</u>
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Retainage Previously Withheld	<u>\$83,684.37</u>
Retainage Change this Pay Estimate	<u>(\$83,684.37)</u>

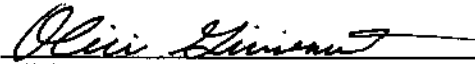
Chargeable to: <u>Local Street Road Repair &amp; Replacement Fund</u>	<u>\$133,017.11</u>
<u>Line Item (204-9204-97400)</u>	

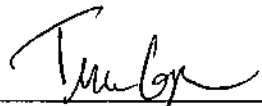
Chargeable to: <u>Water &amp; Sewer System Fund Contracts Awarded</u>	<u>\$78,121.16</u>
<u>Line Item (592-9044-97001)</u>	

The total revenue generated should be transferred from the construction account to the Water Division Shared Services budget and be credited as revenue generated by the Division of Engineering.

Prepared by:

Approved for Payment:

  
Olivia Girimonte  
Civil Engineer

  
Tina G. Gapshe, P.E.  
City Engineer

cc: Payee



ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	TOTAL QUANTITY PAID TO DATE	TOTAL AMOUNT PAID TO DATE	TOTAL QUANTITY PAID TO DATE	TOTAL AMOUNT PAID TO DATE
<b>FOUNDATION ITEMS</b>									
1	REMOVE EXISTING WATER MAIN, COMPLETE	LS	1	\$ 3,450.00	\$ 3,450.00	1.0	\$ 3,450.00	0.0	\$ 0.00
2	REMOVE EXISTING SEWER, COMPLETE	LF	116	\$ 30.46	\$ 3,533.36	116.0	\$ 3,533.36	0.0	\$ 0.00
3	REMOVE EXISTING GATE VALVE IN WELL COMPLETE	EA	3	\$ 1,341.00	\$ 4,023.00	3.0	\$ 4,023.00	0.0	\$ 0.00
4	REMOVE EXISTING FIVE WINDMILL ASSEMBLY, COMPLETE	EA	3	\$ 700.00	\$ 2,100.00	3.0	\$ 2,100.00	0.0	\$ 0.00
5	REMOVE CATCH BASIN OR MANHOLE, COMPLETE	EA	9	\$ 1,054.00	\$ 9,486.00	9.0	\$ 9,486.00	0.0	\$ 0.00
6	REMOVE 4" x 8" THICK CONCRETE SIDEWALK, A - 2' RAMP OR DRIVE APPROACH	SF	9,900	\$ 1.59	\$ 15,741.00	9,900.0	\$ 15,741.00	0.0	\$ 0.00
7	REMOVE 5" x 12" THICK CONCRETE PAVEMENT WITH MATERIAL CURB AND GUTTER	SF	7,500	\$ 6.70	\$ 50,250.00	7,500.0	\$ 50,250.00	0.0	\$ 0.00
<b>PAVING ITEMS</b>									
8	INSTALL 2" THICK CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER, M D O T P (1% SACK CEMENT CONTENT)	SF	8,540	\$ 5.40	\$ 46,116.00	8,540.0	\$ 46,116.00	0.0	\$ 0.00
9	INSTALL 1" THICK CONCRETE PAVEMENT PATCH WITH INTEGRAL CURB AND GUTTER, M D O T P (1% SACK CEMENT CONTENT)	SF	700	\$ 81.80	\$ 57,260.00	700.0	\$ 57,260.00	0.0	\$ 0.00
10	INSTALL 6" x 8" CLASS CLASS IIIA (1) STONE M D O T P (1% SACK CEMENT CONTENT)	SF	7,900	\$ 17.45	\$ 137,955.00	7,900.0	\$ 137,955.00	0.0	\$ 0.00
11	UNDEVELOP EXISTING UNSTABLE, GRADE MATERIAL AND EXISTING INSTALL 24" CLASS IIIA (1) STONE M D O T P (1% SACK CEMENT CONTENT)	SF	300	\$ 160.00	\$ 48,000.00	300.0	\$ 48,000.00	153.31	\$ 24,533.20
12	INSTALL TENSAR BG100 OR EQUIVALENT GEOTEXTILE TO STABILIZE THE UNDERLYING AREAS	SF	900	\$ 1.90	\$ 1,710.00	900.0	\$ 1,710.00	518.18	\$ 984.93
13	STATION BRACING	STA	12	\$ 8,490.00	\$ 101,880.00	20.4475	\$ 173,795.00	2.6	\$ 21,627.40
14	INSTALL 8" THICK CONCRETE SIDEWALK, A D A RAMP OR DRIVE APPROACH, M D O T P (1% SACK CEMENT CONTENT)	SF	8,750	\$ 18.00	\$ 157,500.00	8,750.0	\$ 157,500.00	0.0	\$ 0.00
15	INSTALL 6" THICK CONCRETE SIDEWALK, M D O T P (1% SACK CEMENT CONTENT)	SF	300	\$ 18.20	\$ 5,460.00	300.0	\$ 5,460.00	0.0	\$ 0.00
16	INSTALL A D A COMPLIANT DETECTABLE WARNING DEVICE	LF	30	\$ 69.00	\$ 2,070.00	30.0	\$ 2,070.00	0.0	\$ 0.00
17	VARIABLE MESSAGE SIGNAGE CURB	LF	30	\$ 35.00	\$ 1,050.00	0.0	\$ 0.00	3.0	\$ 105.00
<b>UTILITY ITEMS</b>									
18	INSTALL 2' DIAMETER MANHOLE ON CATCH BASIN, COMPLETE	EA	4	\$ 7,038.00	\$ 28,152.00	4.0	\$ 28,152.00	2.0	\$ 14,076.00
19	INSTALL 4' DIAMETER MANHOLE ON CATCH BASIN, COMPLETE	EA	6	\$ 3,160.00	\$ 18,960.00	6.0	\$ 18,960.00	3.0	\$ 18,960.00
20	ADJUST UTILITY STRUCTURE, COMPLETE	EA	4	\$ 725.00	\$ 2,900.00	0.0	\$ 0.00	6.0	\$ 4,350.00
21	REMOVE MANHOLE CATCH BASIN, SET ON 1' RAMP, COMPLETE	SF	2	\$ 409.00	\$ 818.00	0.0	\$ 0.00	4.8	\$ 1,978.80
22	INSTALL A D A COMPLIANT ON STANDARD RAMP FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	1	\$ 407.46	\$ 407.46	0.0	\$ 0.00	3.4	\$ 607.46
23	INSTALL A D A COMPLIANT ON STANDARD RAMP FOR MANHOLE, CATCH BASIN, INLET OR GATE WELL	EA	1	\$ 381.35	\$ 381.35	0.0	\$ 0.00	3.3	\$ 381.35
24	INSTALL 6" DIA. CORRUGATED PLASTIC FLOOR DRAIN WITH GEOTEXTILE, COMPLETE	LF	4,750	\$ 19.35	\$ 91,912.50	4,630.50	\$ 89,509.25	7.4	\$ 142.90
25	INSTALL 22" DIA. STORM SEWER, 40' CLAY TILE PIPE	LF	150	\$ 149.00	\$ 22,350.00	365.0	\$ 54,255.00	0.0	\$ 0.00
26	INSTALL 18" DIA. 40' DIA. DUCTILE IRON WATER MAIN	LF	2,100	\$ 151.40	\$ 317,940.00	0.0	\$ 0.00	0.0	\$ 0.00
27	INSTALL 8" GATE VALVE IN PIPE - COMPLETE (INCLUDES ALL NECESSARY FITTINGS, ADJUSTMENT, WELD, FRAME & COVER)	EA	4	\$ 5,995.00	\$ 23,980.00	4.0	\$ 23,980.00	7.0	\$ 41,965.00
28	INSTALL 6" 180° WELDED FLANGE FIVE WINDMILL, COMPLETE (INCLUDES VALVE, ROVER, TEES AND ANY 8" WATER MAIN PIPE ON EXTENSIONS)	EA	4	\$ 5,941.00	\$ 23,764.00	4.0	\$ 23,764.00	2.0	\$ 11,882.00
29	3" WATER MAIN CONNECTION, COMPLETE (INCLUDES ALL NECESSARY FITTINGS, PIPS, THUS TIE BACK & APPURTENANCES)	EA	3	\$ 3,375.00	\$ 10,125.00	2.8	\$ 9,450.00	2.0	\$ 6,750.00
30	INSTALL SHOOT SINK SERVICE TAP/IN PLACE/IN PLACE, COMPLETE (INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX)	EA	18	\$ 2,467.00	\$ 44,406.00	19.0	\$ 46,873.00	0.0	\$ 0.00
31	INSTALL 100% SINK SERVICE TAP/IN PLACE/IN PLACE, COMPLETE (INCLUDES ALL NECESSARY CONNECTION FITTINGS AND STOP BOX)	EA	20	\$ 3,541.00	\$ 70,820.00	70.0	\$ 247,840.00	0.2	\$ 708.20
<b>TRAFFIC CONTROL ITEMS</b>									
32	TRAFFIC CONTROL DEVICES, COMPLETE	LS	6	\$ 4,200.00	\$ 25,200.00	6.0	\$ 25,200.00	3.0	\$ 12,600.00
33	TEMPORARY TRAFFIC CONTROL INFORMATIONAL SIGNS	EA	300	\$ 6.00	\$ 1,800.00	300.0	\$ 1,800.00	0.0	\$ 0.00
<b>EXTERIOR FIRM</b>									
34	INSTALL 18" DIA. AND MANHOLE, COMPLETE	EA	2	\$ 25,700.00	\$ 51,400.00	0.0	\$ 0.00	3.0	\$ 77,100.00
35	INSTALL CLASS "A" BOX	SF	100	\$ 37.35	\$ 3,735.00	0.0	\$ 0.00	0.0	\$ 0.00
<b>MISCELLANEOUS ITEMS</b>									
36	GRANITE CHALK GRAVEL, INSTALL AND MAINTAIN	TON	700	\$ 11.00	\$ 7,700.00	1,694.4	\$ 18,638.40	0.0	\$ 0.00
37	GRANITE CHALK GRAVEL FOR LOCATING AND MARKING (1) UNPAVED DRIVEWAY OR OTHER UNPAVED DRIVEWAY CONDITIONS	TON	8	\$ 600.00	\$ 4,800.00	4.50	\$ 2,700.00	0.0	\$ 0.00
38	REPAIR MTD MATERIAL ON UNPAVED DRIVEWAY	EA	1	\$ 600.00	\$ 600.00	0.0	\$ 0.00	0.0	\$ 0.00
39	CONTINGENCY FOR WORK OUTSIDE OF THE DESIGN, 10% RATE	LS	3	\$ 20,000.00	\$ 60,000.00	0.0	\$ 0.00	0.0	\$ 0.00
40	REMOVE VEHICLES RECORDING OF THE CONSTRUCTION AREA	LS	1	\$ 745.00	\$ 745.00	1.0	\$ 745.00	0.0	\$ 0.00
41	SOIL EROSION AND SEDIMENTATION CONTROL MEASURES	LS	1	\$ 1,745.00	\$ 1,745.00	1.5	\$ 2,617.50	0.0	\$ 0.00
42	PERMIT AND INSPECTION FEE ALLOWANCE AT REEDED (Michigan County, 1150)	LS	1	\$ 2,300.00	\$ 2,300.00	1.0	\$ 2,300.00	0.0	\$ 0.00
43	BONDS, INSURANCE, REGISTRATION AND INITIAL SET UP EXPENSE (10% OF CONSTRUCTION COST)	LS	1	\$ 76,000.00	\$ 76,000.00	1.0	\$ 76,000.00	0.0	\$ 0.00
<b>ALTERNATE ITEMS</b>									
44	INSTALL M D O T CLASS IIIA CRUSHED CONCRETE SUB BASE, 100% IN THICK CLIP UNDER CONCRETE PAVEMENT	SF	2,900	\$ 17.50	\$ 50,750.00	0.0	\$ 0.00	0.0	\$ 0.00
45	INSTALL 8" DIA. 40' DIA. DUCTILE IRON WATER MAIN	LF	1,100	\$ 175.00	\$ 192,500.00	2,073.0	\$ 362,415.00	0.0	\$ 0.00
<b>ADD-ON ITEMS</b>									
46	INSTALL PLANT FOR CATCH BASIN	EA	1	\$ 2,000.00	\$ 2,000.00	1.0	\$ 2,000.00	0.0	\$ 0.00
47	TREE PLANT, STAKE, BRANCH, CONTAINER UNDER 1-1/2"	EA	3	\$ 710.00	\$ 2,130.00	0.0	\$ 0.00	3.0	\$ 2,130.00
48	TREE PLANT, STAKE, BRANCH, CONTAINER 1-1/2"	EA	3	\$ 750.00	\$ 2,250.00	0.0	\$ 0.00	3.0	\$ 2,250.00
49	TREE PLANT, STAKE, BRANCH, CONTAINER 1-1/2"	EA	3	\$ 810.00	\$ 2,430.00	0.0	\$ 0.00	4.8	\$ 3,948.00
50	TREE PLANT, STAKE, BRANCH, CONTAINER 1-1/2"	EA	1	\$ 725.00	\$ 725.00	0.0	\$ 0.00	4.8	\$ 3,948.00
51	TREE PLANT, STAKE, BRANCH, CONTAINER 1-1/2"	EA	1	\$ 745.00	\$ 745.00	0.0	\$ 0.00	5.0	\$ 3,725.00
52	TREE PLANT, STAKE, BRANCH, REPLACEMENT FOR 24" DIAMETER	EA	2	\$ 750.00	\$ 1,500.00	0.0	\$ 0.00	3.0	\$ 2,250.00
53	24" CUT HANDCAP LAMP	EA	1	\$ 525.00	\$ 525.00	0.0	\$ 0.00	3.0	\$ 1,575.00
54	REGULATION PIPE	LF	1	\$ 8.00	\$ 8.00	0.0	\$ 0.00	1,475.5	\$ 11,804.00
55	INSTALL SPRINKLER HEAD	EA	1	\$ 21.50	\$ 21.50	0.0	\$ 0.00	123.0	\$ 2,644.50
56	MODIFICATION FOR SPRINKLER HEADS	LS	1	\$ 310.00	\$ 310.00	0.0	\$ 0.00	1.0	\$ 310.00
<b>TOTAL WORK PERFORMED AS OF 10/25/2014</b>						\$ 873,647.25	\$ 1,873,647.25	\$ 1,873,647.25	\$ 1,873,647.25
<b>LESS RETAINAGE 5.0%</b>							\$ 93,682.36	\$ 93,682.36	\$ 93,682.36
<b>NET AMOUNT DUE</b>							\$ 1,779,964.89	\$ 1,779,964.89	\$ 1,779,964.89
<b>LESS PREVIOUS PAYMENTS</b>							\$ 1,468,899.88	\$ 1,468,899.88	\$ 1,468,899.88
<b>BALANCE DUE THIS ESTIMATE</b>							\$ 311,065.01	\$ 311,065.01	\$ 311,065.01

I certify that I have checked the periodic payments paid to the benefit of my knowledge and belief that all items and amounts shown on this invoice have been performed by the contractor and that all work included in the periodic payments has been completed by me or my duly authorized representatives in accordance with the specifications and the contract.

City of Warren  
The City Engineer, P.E.  
City Engineer

According to the best of my knowledge and belief, I certify that all items and amounts shown on this invoice have been performed by the contractor and that all work included in the periodic payments has been completed by me or my duly authorized representatives in accordance with the specifications and the contract.

*Michael T. Tonnas*  
Michael T. Tonnas  
Contractor, Florence Cement Company



City of Warren  
Division of Engineering  
WP-23-786  
Payment No. 6 & Final



CONTRACTOR NAME: Florence Cement Company  
ADDRESS: 51515 Corridor  
CITY, STATE, ZIP: Shelby Twp., MI 48315

DESCRIPTION		ORIGINAL CONTRACT AMOUNT	CONTRACT MODIFICATION 1	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of:	12/5/2024	\$1,673,687.35	\$1,673,687.35	\$1,673,687.35	\$127,453.90
Less Retainage	0.00%			\$0.00	(\$83,684.37)
Net Amount Earned				\$1,673,687.35	\$211,138.27
Less Previous Payments				\$1,462,549.08	\$0.00
Total Amount Due this Estimate				\$211,138.27	\$211,138.27
Total Local Street Road Repair - Work Performed as of:	12/5/2024	\$1,056,311.53	\$1,054,423.03 (\$1,888.50)	\$1,054,423.03	\$80,295.96
Less Retainage	0.00%			(\$0.00)	(\$52,721.15)
Net Amount Earned				\$1,054,423.03	\$133,017.11
Less Previous Payments				\$921,405.92	\$0.00
Total Local Street Road Repair - Work Due this Estimate				\$133,017.11	\$133,017.11
Total Water & Sewer System Fund - Work Performed as of:	12/5/2024	\$ 617,375.82	\$ 619,264.32 \$ 1,888.50	\$ 619,264.32	\$ 47,157.94
Less Retainage	0.00%			(\$0.00)	(\$30,963.22)
Net Amount Earned				\$619,264.32	\$78,121.16
Less Previous Payments				\$541,143.16	\$0.00
Total Water & Sewer System Fund - Work Due this Estimate				\$78,121.16	\$78,121.16

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

for the City of Warren, Tina G. Gapshes, P.E.  
City Engineer



WASTE WATER TREATMENT PLANT

32360 Warkop

Warren, Michigan 48093

(586) 264-2530

December 10, 2024

Council Secretary  
City of Warren

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to Approve Contract Modification No. 1 to City Contract WWTP-23-001, Aeration Gallery Improvements (ITB-W-0998), increasing the original contract amount by \$95,249.43, resulting in a contract amount of \$1,039,249.43 and add and additional 187 days to the completion date.**


Attached hereto is a copy of the proposed Contract Modification No. 1 to the City Contract WWTP-23-001, Aeration Gallery Improvements (ITB-W-0998).

The contract modification is for changes to the contract work due to field modifications and additional work outside the scope of the original project. The total change to the original contract amount is \$95,249.43 (10.1% increase), resulting in an amended contract amount of \$1,039,249.43.

It is the Waste Water Treatment Division's recommendation that the Warren City Council approve the Contract Modification No. 1 to the City Contract WWTP-23-001, Aeration Gallery Improvements (ITB-W-0998), as presented in the attached Contract Modification No. 1. Funding for this work is available in the 2025 FY Budget, Capital Outlays, Account 592-9047-98080.

Please place this item on the next available City Council agenda for approval consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 264-2530 ext. 8103.

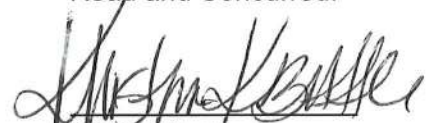
Sincerely,

  
\_\_\_\_\_  
Donna Dordesi, P.E.  
WWTP Division Head

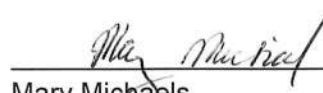
Read and Concurred:

  
\_\_\_\_\_  
David Muzzarelli  
Public Service Director

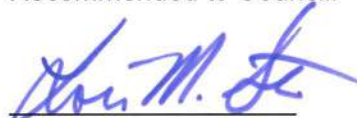
Read and Concurred:

  
\_\_\_\_\_  
Kristina Battle  
Budget Director

Approved as to Form:

  
\_\_\_\_\_  
Mary Michaels  
Acting City Attorney

Recommended to Council:

  
\_\_\_\_\_  
Lori Stone  
Mayor

DD/agc

Attach: Contract Modification No. 1, Proposed Resolution, Midwest Proposal A, B, C & D



## **CONTRACT MODIFICATION**

**DATE:** December 5, 2024  
**CONTRACT:** WWTP-23-001, Aeration Gallery Improvements  
**MODIFICATION NO.:** 1  
**TO:** Midwest Power Systems  
2401 Hickory Oak  
Milford, MI 48380

**NECESSITY FOR REVISION:** Modifications to the contract work after project award due to unforeseen site conditions resulting in field changes and additional work outside the scope of the original project.

The following work items are hereby **DELETED** as part of the original contract:

**Item No. 11** Bypass Repair Allowance

**Delete 1.0 LS @ \$20,000.00**

Work item was not used during performing of the project work.

The following items are hereby **INCREASED** as part of the original contract:

**Item No. 12** Unforeseen Conditions Allowance

**Increase 1.0 LS @ \$115,249.43** (total for Items 12-A thru 12-B) to allow for field changes and additional work outside the scope of original contract. The measurement and payment for the work shall be in accordance with the General Conditions, Section 200, Sub-sections 238 thru 240.

**Item 12-A** Furnished and installed ½-inch paddle blind between one set of the existing flanges at the existing butterfly valve.

**Reason:** The existing steel piping that feeds the aeration tanks with the air needed to biologically treat the wastewater was found to have a significant leak. City's maintenance staff patched the air as best they could but the issue continued to grow worse. Installation of this paddle flange allowed for isolation of the leaking section while still maintaining sufficient air to the tanks.

**Cost:** \$16,271.08 (12-A only);  
**Additional Contract Time:** Thirty (30) calendar days.

**Item 12-B** Completed additional work items as detailed below:

**I.** Remove abandoned HVAC penetration air blow off for old blower. Remove and reseal four (4) steel covers to prevent further water infiltration into Aeration Gallery (\$4,160.60).

**Reason:** Water was infiltrating into gallery onto the work site and new equipment.

**II.** Remove unsound concrete, anchor/lap splice rebar as necessary and pour new concrete to repair structural beam (\$8,148.00).

**Reason:** Structural beam was missing over 40% of its cross sectional area with exposed rebar. Walkway is supported by beam and aeration effluent is below; very critical point for this process.

**III.** Removed abandoned Cast Iron 4-inch piping that is a potential hazard in existing aeration tank's 3 and 4 (\$8,000.00).

**Reason:** Abandoned piping with rusting anchors, determined this was going to fail at some point in the future, elected to remove it before this occurs.

**IV.** Remove and replace existing RAS pump concrete pad in Aeration gallery (\$40,850.50).

**Reason:** Original project scope included only replacement of 3 out of 4 existing pumps. Added 4<sup>th</sup> pump replacement to complete replacement of all existing four pumps servicing this process.

**V.** Weld existing discharge header pipe in Sand Filter building, active caused hazard around high voltage electrical equipment (\$3,900.00).

**Reason:** Water was leaking out of the main header pump, caused serious working hazard around medium voltage electrical equipment and power lines.

**Cost:** \$65,059.10 (total for 12B.I. thru 12-B.V)  
**Additional Contract Time:** Sixty Seven (67) calendar days



**Item 12-C**      Use Class F flowable fill design mix for Wall Grouting material (no cost change to the project) and fill joints in top slab with Sika Emseal DSM system product.

**Reason:**      The concrete roof of the existing Aeration Gallery has very large joints ranging from 2" to 4" wide and as a result water penetrates the underlying gallery causing equipment and electrical utilities to become constantly wet and degrade quickly over time. In order to protect the new work that has been installed thus far, it is necessary to correct the open and leaking roof joints to avoid rapid deterioration of newly installed improvements.

**Cost:**      \$78,192.45  
**Additional Contract Time:**      Forty Five (45) calendar days.

**Item 12-D**      Inject SikaFix HH+ into joint. Follow manufacturer directions and guidance including installing material through 45-degree angle drilled application holes to get product behind backer rod.

**Reason:**      Existing joints in the aeration tunnel had some residual leaking after the waterproofing took place. Additional injection of product was reviewed by City consultant and agreed to be the next step to seal the tunnel from the outside tanks.

**Cost:**      \$5,726.80  
**Additional Contract time:**      Forty Five (45) calendar days.

**Contract Time:**

The Owner recognizes that due to the additional work outside of the original project scope and modifications to the contract work after project award that additional completion time is warranted. One hundred eighty seven (187) calendar days are hereby added to the original contract Final Completion Date, as defined in Article II--The Time of the Contract, resulting in a revised Final Completion date of August 25, 2025.

The Contractor agrees that the Final Completion Date is extended to August 25, 2025.

The total change in contract price resulting from deletion of Pay Item 11, and the modifications of original Pay Item 12 for additional work as detailed in Items 12-A, 12-B, 12-C and 12-D above is \$95,249.43 (10.1% increase) resulting in an amended contract amount of \$1,039,249.43.

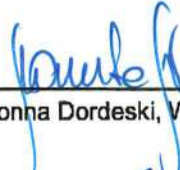
The Contractor will be held to furnish all materials and labor required for the completion of the work described herein, including all items incidental thereto or necessary to complete the work, even though not specifically mentioned.


This document, including the additional pay items described above shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The sum of \$95,249.43 is hereby added to the original contract amount of \$944,000.00, resulting in an amended contract amount of \$1,039,249.43.

The above shall be effective upon approval of the Mayor and City Council.

Except as modified, all other items of the Contract remain in effect.

Recommended by:  Date: 12/10/24  
Donna Dordeski, WWTP Division Head

Accepted by:  Date: 12-9-24  
for Midwest Power Systems (Contractor)

Approved by: Warren City Council on Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Lori Stone, Mayor

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Sonja Buffa, City Clerk



**RESOLUTION TO APPROVE CONTRACT MODIFICATION NO. 1  
TO CITY CONTRACT WWTP-23-001,  
AERATION GALLERY IMPROVEMENTS  
MIDWEST POWER SYSTEMS**

At a regular meeting of the City Council of the City of Warren, County of Macomb, Michigan,  
held on \_\_\_\_\_, 20\_\_\_\_, at 7 p.m. Eastern \_\_\_\_\_ Time, in the Council  
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilpersons \_\_\_\_\_

The following preamble and resolution were offered by Councilperson  
\_\_\_\_\_ and supported by Councilperson \_\_\_\_\_.

Midwest Power Systems and the City of Warren entered into a contract titled WWTP-23-001,  
Aeration Gallery Improvements (ITB-W-0998).

Certain changes to the plans and specifications were deemed necessary due to unforeseen  
site conditions resulting in additional work outside the scope of the original contract. This Contract  
Modification No. 1 seeks to extend the final completion date by 187 days to allow the contractor to  
complete the work.

In compliance with Section 200, Subsections 236, 238 and 239, Midwest Power Systems and  
the Senior Facility Engineer have determined mutually acceptable prices for the additional work and  
the modifications to the original contract work.

The WWTP Division Head recommends approval of the attached Contractor Modification No. 1,  
as submitted, increasing the original contract amount by \$95,249.43, resulting in an amended contract  
amount of \$1,039,249.43.

Contract Modification No. 1 adds 187 calendar days of additional project completion time to the original completion date.

Funding for this work is available in the 2025 FY Budget, Capital Outlays, Account 592-9047-98080.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the Waste Water Treatment Division Head, that the City of Warren approves modifications to the Contract WWTP-23-001, Aeration Gallery Improvements, for modifications to the project work after original contract award, increasing the original contract award by \$95,249.43, resulting in an amended contract amount of \$1,039,249.43, inclusive of an additional 187 calendar days in which to complete the entire contract work, as presented in the attached Contract Modification No. 1.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 to the City Contract WWTP-23-001, Aeration Gallery Improvements (ITB-W-0998) in such form that meets with the approval of the City Attorney.

AYES: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

NAYES: Councilpersons: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

## PROPOSAL REQUEST

CONTRACTOR: Margaux Canup  
Midwest Power Systems  
2401 Hickory Oak  
Milford, MI 48380  
From: Marc Teitsma  
ENGINEER – Tetra Tech, Inc.

Request: A – Paddle Blind  
Date: April 18, 2024  
Project: City of Warren  
WWTP Aeration Gallery  
Improvements  
Contract: 200-33502-22005

INTENT: This is a request to CONTRACTOR for a detailed price breakdown of proposed changes in the Work. Provide a detailed breakdown of cost for proposed changes.

### PROPOSED CHANGES:

Provide ½-inch paddle blind to be inserted between one set of the existing flanges at the existing butterfly valve. See photo below for existing butterfly valve location.





Paddle Blind requirements:

- Pipe size: 36-inch
- Minimum pressure: 20 psi
- Number of Bolts: 32. Provide new 304 stainless steel nuts and bolts.
- Material: Carbon Steel
- Gasket: Each side of paddle blind. 1/8-inch full face neoprene gasket or material as recommended by manufacturer.
- Paint: Per Specification 09961 – High Performance Paints and Coatings
- Field verify existing conditions prior to ordering paddle blind.
- Adjust bolted flexible coupling on either side of the existing butterfly valve to allow space for the 1/2-inch paddle blind installation.

REASON:

Owner requested paddle blind installation on existing 36-inch aeration pipe.

It is required that the spaces provided for the change in Contract Price, signature and date be filled in and returned to ENGINEER. A quotation, showing the Proposal Request number and detailed cost setting forth the breakdown of labor, material, and markup, is to be attached to each copy of the Proposal Request, showing the Contract Price addition, deduction, or no change for this request.

RECOMMENDED BY:

\_\_\_\_\_  
ENGINEER: Tetra Tech

CONTRACTOR'S QUOTATION

Will the Work covered by this Proposal Request require an extension of the Contract Times Yes ?  
If yes, how many calendar days 30 ?

Proposed Change in Contract Price: Addition Deduction No change in Contract Price

Sixteen thousand two hundred seventy one and 8/100 Dollars (\$ \$16,271.08 )

CONTRACTOR

BY Matt Shaeffer

DATE April 19, 2024

Copy: ☒ OWNER ☐ CONTRACTOR ☒ RPR ☐ CPM ☒ Shop Dwg. File

END OF SECTION



Quote: 1142 / Date: 4/19/2024

Customer

Midwest Power Systems  
2401 Hickory Oak Lane  
Milford, MI  
48380, US  
+12487705127

Prepared By:  
Matt Shaeffer  
(248) 770-5124  
midwestpower@hotmail.com

**Warren Wastewater Treatment Plant**  
**32360 Warkop Ave**  
**Warren, Michigan**  
**48093**

**Anthony Conigliaro**

**aconigliaro@cityofwarren.org**

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Project: **Warren Paddle Blind**

### **Scope of Work**

1. Removal and disposal of existing bolts of one side of the existing 36" butterfly valve.
2. Provide and install new 36" paddle blind 1/2" thick.
3. Provide and install new 1 1/2" stainless steel bolts and nuts.
4. Check for leaks.

### **Paddle Blind Installation**

#### **Included (+)**

1. New Hardware: \$1,667.15
2. Paddle Blind: \$2,668.39
3. Labor: \$11,935.54

### **Notes**

1. Does not include engineering.
  2. At least one end of the existing 36" pipe will have to shift to accept the new 1/2" blind.
-





MIDWEST  
POWER  
SYSTEMS  
WATER & WASTE WATER

Quote: 1142 / Date: 4/19/2024

### Summary

Subtotal \$16,271.08

\$16,271.08

Accepted By

Date

.....

## PROPOSAL REQUEST

CONTRACTOR:	<u>Margaux Canup</u>	Request:	<u>B</u>
	<u>Midwest Power Systems</u>	Date:	<u>June 17, 2024</u>
	<u>2401 Hickory Oak</u>	Project:	<u>City of Warren</u>
	<u>Milford, MI 48380</u>		<u>WWTP Aeration Gallery</u>
From:	<u>Marc Teitsma</u>		<u>Improvements</u>
	<u>ENGINEER – Tetra Tech, Inc.</u>	Contract:	<u>200-33502-22005</u>

INTENT: This is a request to CONTRACTOR for a detailed price breakdown of proposed changes in the Work. Provide a detailed breakdown of cost for proposed changes.

### PROPOSED CHANGES:

#### HVAC penetration

- Remove abandoned air blow off for the old blower.
- Remove four (4) steel covers (approx. 18"x18")
- Clean around the circular opening and place water seal epoxy around perimeter and re-attach the steel cover.
- One (1) additional steel cover will need to be provided for the penetration where the air blow off was removed.

#### Outfall Channel Repair

- Remove unsound concrete
- Anchor into existing concrete (refer to detail on S-501)
- Lap splice any rebar if necessary. Refer to Lap Splice detail on drawings. New rebar to match existing rebar.
- Form and pour Sika 211 SCC Plus. Applier Sikka-recommended epoxy coating on exposed concrete (repair areas and existing areas of beams). Product should be suitable for wastewater. Follow manufacturer directions for installation.

#### Removal of Cast Iron 4-inch piping

- In tank 3, on west side of the wall, spanning the full length of the tank is located abandoned 4inch cast iron, anchored just below the tank surface.
- Remove 4-inch cast iron, entire length of tank.
- Place existing 4-inch cap adjacent to valve at south side of tank 3. (verified location with Dan Golden in field today)
- Remove all anchorage support, grind down so flush with concrete wall



Extra RAS Pump

- Perform existing RAS pump and base demo and install for one (1) additional pump and base

Weld for discharge header pipe in SF building

- Weld and seal leaking pipe for discharge pipe into sand filter building.

REASON:

Owner requested miscellaneous work described within.

It is required that the spaces provided for the change in Contract Price, signature and date be filled in and returned to ENGINEER. A quotation, showing the Proposal Request number and detailed cost setting forth the breakdown of labor, material, and markup, is to be attached to each copy of the Proposal Request, showing the Contract Price addition, deduction, or no change for this request.

RECOMMENDED BY:

\_\_\_\_\_  
ENGINEER: Tetra Tech

CONTRACTOR'S QUOTATION

Will the Work covered by this Proposal Request require an extension of the Contract Times Yes ?

If yes, how many calendar days 67 ?

Proposed Change in Contract Price: Addition Deduction No change in Contract Price

sixty five thousand fifty nine dollars ten cents Dollars (\$ 65,059.10 )

CONTRACTOR

BY Matthew Shaeffer

DATE 6/26/2024

Copy: ☒ OWNER ☐ CONTRACTOR ☒ RPR ☐ CPM ☒ Shop Dwg. File

END OF SECTION





**MIDWEST  
POWER  
SYSTEMS**  
WATER & WASTE WATER

Quote: 1190 / Date: 6/26/2024

Customer

Midwest Power Systems  
2401 Hickory Oak Lane  
Milford, MI  
48380, US  
+12487705127

Prepared By:  
Matt Shaeffer  
(248) 770-5124  
midwestpower@hotmail.com

**Warren Wastewater Treatment Plant**  
**32360 Warkop Ave**  
**Warren, Michigan**  
**48093**

**Anthony Conigliaro**

**aconigliaro@cityofwarren.org**

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Project: **Warren Change Order B**

### **Scope of Work**

#### **1. HVAC penetration**

- Remove abandoned air blow off for the old blower.
- Remove four (4) steel covers (approx. 18"x18")
- Clean around the circular opening and place water seal epoxy around perimeter and re-attach the steel cover.
- One (1) additional steel cover will need to be provided for the penetration where the air blow off was removed.

Remove blow off: \$1,900

Provide steel cover: \$400

Seal four covers: \$1,860.60

Total: \$4,160.60

Contract Extension: 10 days

#### **2. Outfall Channel Repair**

- Remove unsound concrete
- Anchor into existing concrete (refer to detail on S-501)
- Lap splice any rebar if necessary. Refer to Lap Splice detail on drawings. New rebar to match existing rebar.
- Form and pour Sika 211 SCC Plus. Applyer Sikka-recommended epoxy coating on exposed concrete (repair areas

and existing areas of beams). Product should be suitable for wastewater. Follow manufacturer directions for installation.



Total: \$8,148

Contract Extension: 20 days

3. Removal of Cast Iron 4-inch piping

- In tank 3, on west side of the wall, spanning the full length of the tank is located abandoned 4inch cast iron, anchored just below the tank surface.
- Remove 4-inch cast iron, entire length of tank.
- Place existing 4-inch cap adjacent to valve at south side of tank 3. (verified location with Dan Golden in field today)
- Remove all anchorage support, grind down so flush with concrete wall

Total: \$8,000

Contract Extension: 5 days

4. Extra RAS Pump

- Perform existing RAS pump and base demo and install for one (1) additional pump and base

Pad demo and install: \$11,350.50

Pump demo: \$8,000

Pump installation: \$20,000

Start up assistance: \$1,500

Total: \$40,850.50

Contract Extension: 30 days

5. Weld for discharge header pipe in SF building

- Weld and seal leaking pipe for discharge pipe into sand filter building.

Total: \$3,900

Contract Extension: 2 days

**Notes**

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MIDWEST  
POWER  
SYSTEMS  
WATER & WASTE WATER

Quote: 1190 / Date: 6/26/2024

## Summary

Subtotal \$65,059.10

\$65,059.10

Accepted By

Date

.....



June 24, 2024

Midwest Power Systems, Inc.  
2401 Hickory Oak  
Milford, MI 48380

Attention: Matt Shaeffer

Regarding: Warren WWTP Aeration Gallery/  
Tanks HVAC Penetration/Outfall Channel/Extra RAS Pump  
Warren, MI

Dear Sir,

In response to your request for pricing on additional items that are currently out of our work scope, we are providing as follows:

HVAC Penetration

- Remove four (4) steel covers (approx.. 18" x 18") that cover pipe penetrations
- Clean around the circular opening and place water seal epoxy around perimeter and reattach the steel cover.

**The cost for this scope of work will be the sum of.....\$1,772.00**

Outfall Channel Repair

- Remove unsound concrete.
- Anchor into existing concrete.
- Lap splice any rebar if necessary.
- Form and pour Sika 211 SCC Plus

**The cost for this scope of work will be the sum of.....\$7,760.00**

Extra RAS Pump Pad

- Demo existing 4<sup>th</sup> pump pad and form and pour new pad same as the other three pads.

**The cost for this scope of work will be the sum of.....\$10,810.00**

Feel free to contact me with any questions.

Sincerely,  
RAM Construction Services of Michigan, Inc.

Chris Revis  
CR/kw/24-XXX-PCOI MIC-212013



## PROPOSAL REQUEST

CONTRACTOR: Margaux Canup  
Midwest Power Systems  
2401 Hickory Oak  
Milford, MI 48380  
From: Brian Rubel  
ENGINEER – Tetra Tech

Request: C – Top Slab and Grout  
Date: August 15, 2024  
Project: City of Warren  
WWTP Aeration Gallery  
Improvements  
Contract: 200-33502-22005

INTENT: This is a request to CONTRACTOR for a detailed price breakdown of proposed changes in the Work. Provide a detailed breakdown of cost for proposed changes.

### PROPOSED CHANGES:

1. Use Class F flowable fill design mix instead of acrylamide grout for Wall Grouting Material.
2. Fill joints in top slab with Sika Emseal DSM system product. Quantities are approximately:  
15 LF 4" joint  
560 LF 2" joint  
Contractor will need to field verify dimensions prior to ordering product and installing. Work will include providing materials and installing in accordance with manufacturer's instructions.

### REASON:

Owner is interested in additional work on top slab and appropriate material should it be needed.

It is required that the spaces provided for the change in Contract Price, signature and date be filled in and returned to ENGINEER. A quotation, showing the Proposal Request number and detailed cost setting forth the breakdown of labor, material, and markup, is to be attached to each copy of the Proposal Request, showing the Contract Price addition, deduction, or no change for this request.

### RECOMMENDED BY:

  
ENGINEER: Tetra Tech

### CONTRACTOR'S QUOTATION

Will the Work covered by this Proposal Request require an extension of the Contract Times yes ?  
If yes, how many calendar days 45 ?

Proposed Change in Contract Price (unit prices):

<del>\$ _____ per cubic feet of Class F flowable fill installed x 10 cubic feet =</del>	<del>\$ _____</del>
\$ <u>361.15</u> per lineal feet of 4" joint repair x 15 LFT =	\$ <u>5,417.25</u>
\$ <u>128.17</u> per lineal feet of 2" joint repair x 560 LFT =	\$ <u>71,775.20</u>
Insurance Extension =	\$ <u>1,000</u>

Totals

☒ Addition      ☐ Deduction      ☐ No change in Contract Price      (Circle one)

Seventy eight thousand one hundred ninety two & 45/100 Dollars (\$ 78,192.45 )

CONTRACTOR

BY Matthew Phaeffer

DATE 10-08-2024

Copy: ☒ OWNER      ☐ CONTRACTOR      ☒ RPR      ☐ CPM      ☒ Shop Dwg. File

END OF SECTION





BUILDING TRUST



## PRODUCT DATA SHEET

# DSM System

Watertight Joint System for Decks, Walkways, Ramps, Roadways and Below-Grade Applications



DSM System sample shown here is displayed in substrate mock up

NOTE: Wabaco HSeal (EH) will now be supplied as the DSM System.

### Product Description

The **DSM System** by Sika Emseal builds on a track record of over 30 years of sealing horizontal plane and below-grade joints with impregnated foam sealants.

The system is comprised of precompressed, sealant and impregnated-foam hybrid installed into field-applied epoxy adhesive on the joint faces with the sealant bellows locked to the joint face. (see Figure 1).

The DSM System features an innovation in sealant technology in the form of an acrylic adhesive infused into the cellular foam base material. This new chemistry incorporates a hydrophobic microsphere component never before available in a sealant formulation.

The material features sealing performance significantly greater than any acrylic impregnated predecessor. In addition, it is odorless, clean handling, UV stable, non-staining, and features low temperature flexibility not previously available in asphalt, wax, or isobutylene-based predecessors.

The result is extension of the usability of the product to applications where asphalt and wax-based predecessors did not work well under conditions of thermal shock (rapid opening and closing of joints during large temperature swings). These applications include joint-face adhered installations on top decks as well as intermediate decks.

Suitability is further extended to horizontal-plane joint applications in colder geographical regions to which asphalt and wax-based predecessors have not previously been recommended.

Figure 1: DSM System in Typical Installation — New or Retrofit

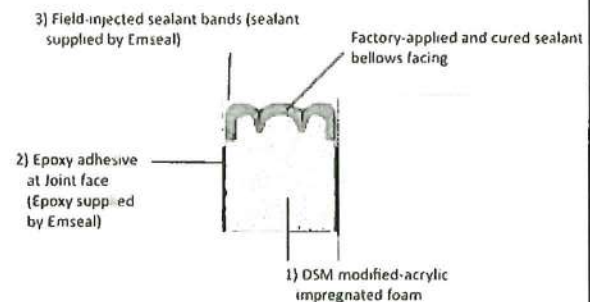
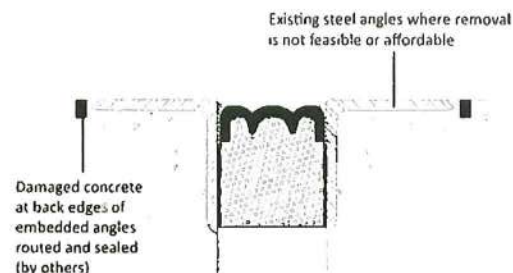


Figure 2: DSM System in Existing Steel Angles — Retrofit



### Uses

- Ideal for new construction and retrofit of old or failed joint systems in concrete or in embedded metal angles where demolition and removal of the metal angles is not feasible or affordable.

- Ideal for lasting replacement of tee-to-tee caulk joints in precast parking decks and stadiums or where pedestrian or vehicular traffic is expected.

- |                          |                                     |                                  |
|--------------------------|-------------------------------------|----------------------------------|
| • <a href="#">Decks</a>  | • Runways                           | • <a href="#">Stadiums</a>       |
| • Mall bridge connectors | • <a href="#">Parking decks</a>     | • <a href="#">Airport aprons</a> |
| • <a href="#">Arenas</a> | • <a href="#">Below-grade walls</a> | • Roadways                       |
| • Sidewalks              | • <a href="#">Ice floors</a>        | • Tunnel walls                   |
| • Stair towers           | • Perimeter joints                  |                                  |

## Features

**Watertight** – The tensionless sealant bellows are installed just below the deck surface. This ensures watertightness is achieved at the deck surface.

**Non-Invasive Anchoring** – There are no hard metal-to-concrete connections with the DSM System. This includes embedded pins, anchors, screws, bolts or tracks, trays or rails. The system is locked to the joint faces by means of the 1) [backpressure](#) of the foam; 2) the epoxy adhesive, and 3) the injected sealant band at the joint face to foam and sealant or bellows interface.

**Continuity of Seal** – As in all Emseal expansion joint systems, continuity of seal through changes in plane and direction is an essential performance differentiator. Details for watertight, field-fabricated transitions from deck to wall, at curbs, sidewalks, parapets, tees, and crosses are available from Emseal.

**Movement Capability** – +50% and -50% (Total 100%) of nominal material size (see "Performance").

**Aesthetics & Versatility** – Standard color is gray (other colors available), uniform bellows appearance, fuel resistance, and an enhanced ability to handle variations in joint size are among other system features.

## Performance

- Movement capable of +50%, -50% (100% total) of nominal material size.
- Substrates must be parallel, plumb and capable of resisting approx. 2.5 psi backpressure from the foam.
- Standard sizes from 1/2" (12mm) to 4" (100mm).
- *When an integral coverplate is preferred, consider [SJS SYSTEM](#).*
- Fuel Resistance – Sealant is not degraded by contact with fuel. Some swelling of the material will normally occur, but it will return to original shape upon evaporation of fuel.

## Composition

- DSM is produced by coating an impregnated cellular foam with highway-grade sealant.
- The sealant external facing is factory applied to the foam at a width greater than maximum joint extension and is cured before final compression.
- Sealant application and curing takes place in a factory-controlled environment. In contrast to field applied liquid sealant and backer rod installations, no movement takes place during curing that can cause deformation or stresses in the material.
- When compressed, a bellows is created in the coating. As joint movement occurs the bellows simply folds and unfolds free of tension on the bondline, and virtually free of tensile stresses in the sealant material.



- The foam provides a resilient backing to the sealant coating, making the system capable of resisting reasonable transient point loads (see Performance).
- DSM System is supplied in 6.56 LF (2m) shrink-wrapped lengths (sticks). It is precompressed to less than the joint size for easy insertion. After removal from the shrink-wrap and hard board restraining packaging, it expands gradually.

## Installation

*IMPORTANT: The following instructions are a summary. Refer to "[DSM System Install Data](#)" and job-specific instructions of an Sika Emseal technician for complete procedures.*

- Store indoors at room temperature. Expansion is quicker when warm, slower when cold.
- Ensure material nominal size matches joint size.
- Mix epoxy and trowel a thin layer onto the joint faces to at least the depth of the DSM foam
- Apply a thin layer of epoxy to both sides of the joint face.
- Remove shrink-wrap packaging and hardboard. Allow partial expansion until snug when inserted into epoxied joint faces.
- Insert material into joint until bellows is flush with (below-grade or deck-to-wall) or recessed by 1/4" (6mm) in traffic applications.
- Join lengths by pushing sealant coated ends firmly together.
- Wipe sealant facing using clean, lint-free rag made damp with solvent.
- Before the epoxy cures, force the tip of the sealant tube between the foam and the substrate and inject a sealant band. Tool overflow sealant into a cove bead between the top of the sealant bellows and the substrate. Tool sealant between joined lengths so that bellows is not restrained by excess sealant.

## CAD & Guide Specs

[Guide specifications](#) and [CAD details](#) are available online at [emseal.com](#) or by [contacting Emseal](#).

## Warranty

Standard or project-specific warranties are available from Sika Emseal on request.

## Availability & Price

DSM System is available for shipment internationally. Prices are available from local representatives and/or directly from the manufacturer. Sika Emseal reserves the right to modify or withdraw any product without prior notice.

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**Table 1: Typical Physical Properties of DSM Foam**

Property	Value	Test Method
Base material	Cellular, high density, polyurethane foam	N/A
Impregnation	Proprietary, modified, water-based, acrylic	N/A
Tensile strength	19.6 psi min; 136 kPa	ASTM D3574 E
Elongation — ultimate	150% min	ASTM D3574 E
Temperature service range High Low	185°F (85°C) -40°F (-40°C)	N/A
UV Resistance	No Changes — 2000 hours	ASTM G155-00A
(Accelerated Weatherometer) resistance to aging	No Changes — 2000 hours	ASTM G155-00A
Bleeding: -40°F to 180°F (-40°C to 85°C)	No bleeding when compressed to minimum of claimed movement i.e. -50% of nominal size and when simultaneously heated to 180°F (85°C) for 3 hours	
Compression set	Material recovers to +50% of nominal size within 24 hours of compression to -50% and simultaneous heating to 180°F (85°C) for 3 hours	

**Table 2: Typical Physical Properties of Sealant**

Property	Value	Test Method
Color	Deck Gray Standard	N/A
<i>Following tests conducted on Sealant Cured after 7 days at 25°C (77°F) and 50% RH:</i>		
Shore A Hardness	25	ASTM C661
Tensile Strength	200 psi (1.38 MPa)	ASTM D412
Elongation at Break	700%	ASTM D412
UV Exposure	Excellent Ozone/UV Resistance	ASTM D1149

**Table 3: DSM System Sizing**

(see "Performance" for movement capabilities &amp; limitations)

Nominal Material Size (Joint Size at Mean T°F)	Depth of Seal
1/2" (12mm)	1 3/4" (45mm)
3/4" (20mm)	1 3/4" (45mm)
1" (25mm)	2" (50mm)
1-1/4" (30mm)	2" (50mm)
1-1/2" (40mm)	2 1/2" (65mm)
1-3/4" (45mm)	2 1/2" (65mm)
2" (50mm)	2 1/2" (65mm)
2-1/4" (55mm)	2 1/2" (65mm)
2-1/2" (65mm)	2-3/4" (70mm)
2-3/4" (70mm)	3-1/4" (80mm)
3" (75mm)	3-1/4" (80mm)
3-1/4" (85mm)	3-1/2" (90mm)
3-1/2" (90mm)	3-1/2" (90mm)
3-3/4" (95mm)	4" (100mm)
4" (100mm)	4" (100mm)

- When an integral coverplate is preferred, consider [DSM SYSTEM](#).
- For sizes not shown consult [Sika Emseal](#).
- Select nominal material size to correspond to joint gap size at mean temperature.
- Material supplied in shrink-wrapped sticks of 6.56 ft. (2M).

EMSEAL JOINT SYSTEMS, LTD  
25 Bridle Lane  
Westborough, MA 01581 USA  
Phone: 508.836.0280  
Fax: 508.836.0281  
[www.emseal.com](http://www.emseal.com)

EMSEAL, LLC  
111 Royal Group Crescent  
Woodbridge, ON L4H 1X9 Canada  
Phone: +1-416-740 2090  
Fax: +1-416 740 0233  
[www.emseal.com](http://www.emseal.com)

SIKA CORPORATION  
201 Polito Avenue  
Lyndhurst, NJ 07071 USA  
Phone: +1-800-933-7452  
Fax: +1-2019336225  
[www.usa.sika.com](http://www.usa.sika.com)

Product Data Sheet  
Sika Emseal DSM System  
July 2024 Version SE-1.5



BUILDING TRUST





October 8, 2024

Midwest Power Systems  
2401 Hickory Oak  
Milford, MI 48380

Attention: Dan Golden

Regarding: Warren WWTP Aeration Gallery Improvements  
C-Top Slab and Grout Expansion Joints  
Warren, MI

Dear Sir,

In response to Proposal C request, our firm proposes to furnish all labor, material, equipment, supervision, and insurance to complete the following:

Sika DSM Expansion Joint System Install

- On top of the Aeration Gallery, we will remove the joint sealant from around the old access hatches.
- The joint throat openings are V-shaped and will need to be sawcut on both sides of the joint opening to a depth of 2.5 inches. The sawcut concrete will then be hand chipped to create a uniform vertical surface on both sides for the DSM to adhere to. The concrete chipping will also create a lib edge under the expansion joint to give it support from downward pressure.
- Once the joint throat openings are remediated in the above-mentioned manner, we will install the 2" and 4" DSM expansion joints per the manufacture's recommendations.
- Silicone seal both sides of the DSM joints.
- Clean up and remove all construction debris.

4" DSM Expansion Joint Prep and Install

Labor	\$ 2,375.00
Materials	\$ 2,046.33
Equipment	\$ 65.00
Subtotal	\$ 4,486.33
RAM 15% O/P	\$ 672.95
Total	\$ 5,159.28

2" DSM Expansion Joint Prep and Install

Labor	\$23,016.17
Materials	\$36,295.25
Equipment	\$ 125.00
Subtotal	\$59,436.42
RAM 15% O/P	\$ 8,915.46
Total	\$68,351.88

This extra scope of work will add 16 calendar days to the schedule.

Feel free to contact me with any questions.

Sincerely,  
RAM Construction Services of Michigan, Inc.

Chris Revis CR/kw/24-101r



## PROPOSAL REQUEST

CONTRACTOR:	<u>Dan Golden</u>	Request:	<u>D – Wall Joint Sealing</u>
	<u>Midwest Power Systems</u>	Date:	<u>October 1, 2024</u>
	<u>2401 Hickory Oak</u>	Project:	<u>City of Warren</u>
	<u>Milford, MI 48380</u>		<u>WWTP Aeration Gallery</u>
From:	<u>Brian Rubel</u>		<u>Improvements</u>
	<u>ENGINEER – Tetra Tech, Inc.</u>	Contract:	<u>200-33502-22005</u>

INTENT: This is a request to CONTRACTOR for a detailed price breakdown of proposed changes in the Work. Provide a detailed breakdown of cost for proposed changes.

### PROPOSED CHANGES:

Inject SikaFix HH+ into joint. Follow manufacturer directions and guidance including installing material through 45-degree angle drilled application holes to get product behind backer rod.

Payment will be made on a lineal foot basis and may include wall or floor joints. Payment shall include drilling of application holes, pumping and application of material, and clean-up.

Contractor's proposed price:

75 LF @ \$ 76.357 /LF = \$ 5,726.80

Ram \$5,159.28

Tax 6%: 309.56

Mark Up 5%: \$257.96

Total: \$5,726.80

REASON:

Additional work warranted to further waterproof the joint.

It is required that the spaces provided for the change in Contract Price, signature and date be filled in and returned to ENGINEER. A quotation, showing the Proposal Request number and detailed cost setting forth the breakdown of labor, material, and markup, is to be attached to each copy of the Proposal Request, showing the Contract Price addition, deduction, or no change for this request.

RECOMMENDED BY:

*Brian M. Reibel*

ENGINEER: Tetra Tech

CONTRACTOR'S QUOTATION

Will the Work covered by this Proposal Request require an extension of the Contract Times yes ?  
If yes, how many calendar days 45 ?

Proposed Change in Contract Price: Addition Deduction No change in Contract Price

Five thousand seven hundred twenty six dollars and eighty cents Dollars (\$ 5,726.80 )

CONTRACTOR

BY Matthew Shaeffer

DATE 10/3/2024

Copy: ☒ OWNER ☐ CONTRACTOR ☒ RPR ☐ CPM ☒ Shop Dwg. File

END OF SECTION



## PRODUCT DATA SHEET

# SikaFix® HH+

Hydrophobic, expanding, polyurethane, chemical grout

### PRODUCT DESCRIPTION

SikaFix® HH+ is a hydrophobic polyurethane foam grout that, when used with accelerator, is designed to stop water infiltration and fill voids outside a structure or joint and cracks in concrete structures. It may also be used in applications with high pressure flowing water.

### USES

- Fill joints or cracks in concrete structures that exhibit some movement
- Fill voids such as rock fissures, crushed fault or gravel layers
- May be used in applications with high pressure water flow
- Curtain wall grouting below grade structures

### CHARACTERISTICS / ADVANTAGES

- Easy to apply, one component with accelerator
- Hydrophobic, only a small amount of water is needed for reaction
- Expands up to 30 times the liquid volume
- Non-flammable
- Contains no volatile solvents
- 100% solids
- Non-Toxic formulation

### PRODUCT INFORMATION

<b>Packaging</b>	5 gal. metal pail. SikaFix Accelerator is available in 1 pint containers and SikaFix PumpF lush is available in 5 gal. pails. Sold separately.		
<b>Color</b>	Amber/Transparent Liquid		
<b>Shelf Life</b>	1 year in original unopened container		
<b>Storage Conditions</b>	Store in a dry area between 40–90 °F (4–32 °C) using original re-sealable containers		
<b>Density</b>	4 lbs/ft <sup>3</sup>		(ASTM D-1622)
	<b>Specific Gravity:</b> 1.13		
<b>Flash Point</b>	<b>Uncured (COC method)</b>	<b>SikaFix Accelerator</b>	(ASTM D-93)
	>200 °F	216 °F	(ASTM D-3278-96)

## TECHNICAL INFORMATION

Tensile Strength	29 psi	(ASTM D-638)
Elongation at Break	44 %	(ASTM D-412)
Lap Shear Strength	17 psi	(ASTM C-273)
Shrinkage	<1%	
Swelling	Absorption < 1%	(ASTM D2842)
Service Temperature	180 °F (82 °C) max	

## APPLICATION INFORMATION

Gel time	Temperature	Gel time in minutes/seconds
	50 °F (10 °C)	3 m 15 s
	68 °F (20 °C)	2 m 10 s
	77 °F (25 °C)	1 m 20 s
	86 °F (30 °C)	1 m 10 s

Based on 2.5 % SikaFix Accelerator dosage, corresponding with the recommended 5 gallon:1 pint ratio of SikaFix HH+ to SikaFix Accelerator. SikaFix Accelerator must be agitated by shaking the container prior to use.

## APPLICATION INSTRUCTIONS

### SUBSTRATE PREPARATION

When the crack is contaminated on the outside, it will be necessary to clean the crack surface so that the crack can be exactly located. If the crack is wide or high water flows are encountered, it will be necessary to seal the surface of the crack with a surface sealing material (SikaSet Plug or open cell polyurethane foam saturated with SikaFix® HH+). The surface sealing can be done before or after drilling the injection holes, depending on the particular situation.

### MIXING

Prior to installation, the material should be agitated by vigorously shaking the 5-gallon pail or by mixing with a jiffy mixer, bung mixer or by hand. Prior to using SikaFix Accelerator, the container should be shaken vigorously as the contents may settle during storage. For normal use, each 5 gallon unit of SikaFix® HH+ should be used with one pint container of SikaFix Accelerator, a dosage of 2.5 %. The grout should never be used with more than 5 % SikaFix Accelerator. Excess acceleration will cause vigorous expansion that is prone to shrinkage. Pour the desired amount of SikaFix HH+ into a clean pail. Measure the appropriate amount of SikaFix Accelerator and pour it into the SikaFix® HH+ and mix adequately.

### APPLICATION METHOD / TOOLS

Begin by drilling 5/8" diameter holes along the side of the crack at a 45 degree angle. Drill the hole to intersect the crack midway through the substrate. Install injection packers in the holes and tighten. Spacing of the injection ports depends on crack width, but normal varies from 6" to 36". It is always necessary to flush the drilled holes with water to remove debris and drill dust from the holes and crack. This will also ensure that the crack is wet enough to react with the grout when it is introduced to the crack. Begin the injection of the grout at the lowest packer installed on a vertical crack or at the first packer flushed for a horizontal crack. During the injection, you will notice that the SikaFix® HH+ displaces water from the crack. Continue injecting until the grout appears at the adjacent packer hole. Stop pumping and reinstall the packer in the adjacent hole. Tighten the packer and move the pump hose to the second packer and begin injection. Continue the process until 3-4 packers have been grouted. Disconnect and go back to the first packer and inject all the ports for the second time if necessary. Some ports may take additional grout, which will fill up and further densify the material in the crack. Continue process until the length of the prepared crack is injected. Note: Injection pressure will vary from 200 psi to 2500 psi depending on the width of the crack, thickness of concrete and condition of concrete.

### Removal

Residual resin that has foamed from the crack can be removed with a scraper as long as it is not cured to a solid on the surface. If the material has cured, remove



with a wire brush or hand held grinders. SikaFix® HH+ will aggressively bond to concrete surfaces.

### Tooling & Finishing

When finished with the injection process, re-inject each installed packer with a small amount of water. This will react with the resin left behind in the drill hole. After the injection, the packers or injection ports can be cut flush with the concrete surface or can be removed from the injection holes. Let SikaFix® HH+ cure completely before removing the packers. Packer holes can be filled with Sikadur 31, SikaRepair Mortar, or SikaSet Plug and troweled smooth.

### LIMITATIONS

- Low temperatures will significantly affect viscosity and reaction time. If SikaFix Accelerator is allowed to freeze, it will lower performance of the product.
- Avoid splashing water into open containers, as material is water activated
- Water used to activate SikaFix HH+ must be in a range of pH 3-10 for optimum foam quality
- Material must be stored between 40–90 °F (4–32 °C)
- Material must be preconditioned to between 60–90 °F (16–32 °C) before use
- Ambient temperature must be between 40–90 °F (4–32 °C) for use
- Must be used in confined spaces
- The reaction may be affected by the presence of hydrocarbons. Pretesting is recommended.

### BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

### OTHER RESTRICTIONS

See Legal Disclaimer.

### ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using

any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

### DIRECTIVE 2004/42/CE - LIMITATION OF EMISSIONS OF VOC

VOC = 0 g/L

### LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at [usa.sika.com](http://usa.sika.com) or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

Sika Corporation  
201 Polito Avenue  
Lyndhurst, NJ 07071  
Phone: +1-800-933-7452  
Fax: +1-201-933-6225  
[usa.sika.com](http://usa.sika.com)

Sika Mexicana S.A. de C.V.  
Carretera Libre Celaya Km. 8.5  
Fracc. Industrial Balvanera  
Corregidora, Queretaro  
C.P. 76920  
Phone: 52 442 2385800  
Fax: 52 442 2250537



Product Data Sheet  
SikaFix® HH+  
October 2018, Version 02.01  
020707010010000021

SikaFixHH+-en-US-(10-2018)-2-1.pdf





October 2, 2024

Midwest Power Systems  
2401 Hickory Oak  
Milford, MI 48380

Attention: Dan Golden

Regarding: Warren WWTP Aeration Gallery Improvements  
D-Wall Joint Sealing  
Warren, MI

Dear Sir,

In response to Proposal D request, our firm proposes to furnish all labor, material, equipment, supervision, and insurance to complete the following:

Inject Sikafix HH+ into Joint

- Drill port holes at a 45-degree angle to intersect behind wall joint and backer rod at every 12".
- Install bang in ports into wall.
- Flush ports with water and ensure "cavities" behind wall joints are saturated.
- Begin injection with Sikafix HH+ at every port.
- Allow urethane grout to activate and set before pulling ports and patching the port holes.

Labor – 48 hours at \$84.38/hr.	\$ 4,050.24
Materials (Sikafix HH+, Ports, Oil)	\$ 616.13
Equipment (Grout pump, drill)	\$ 127.12
Subtotal	\$ 4,793.49
RAM 15% O/P	\$ 719.01
Total	\$ 5,512.50
Subtotal	\$ 4,486.33
RAM 15% O/P	\$ 672.95
Total	\$ 5,159.28

Feel free to contact me with any questions.

Sincerely,  
RAM Construction Services of Michigan, Inc.

Chris Revis  
CR/kw/24-115



Richard Cervenak  
Managed Assigned Counsel Coordinator  
8300 Common Rd, Warren, MI 48093  
(586) 574-4991

December 30, 2024

Ms. Mindy Moore  
Council Secretary  
City of Warren

**Re: FY25 Grant Agreement between the State of Michigan (Michigan Indigent Defense Commission---Department of Licensing and Regulatory Affairs) AND the City of Warren/City of Center Line through the 37<sup>th</sup> District Court**

Dear Council Secretary Moore:

Attached please find the FY25 Grant Agreement between the State of Michigan (Michigan Indigent Defense Commission---Department of Licensing and Regulatory Affairs) AND the City of Warren/City of Center Line. The grant agreement is submitted annually. City Council has been approving this agreement since 2019.

**Background**

In October 2011, Governor Snyder issued Executive Order 2011-12, establishing the initial Indigent Defense Advisory Commission, which was responsible for recommending improvements to indigent defense. As a result of these recommendations, several laws were passed in July of 2013 with the intent of improving indigent defense.

The new legislation created a 15-member Indigent Defense Commission known as the Michigan Indigent Defense Commission (MIDC).

The MIDC is charged with developing and overseeing the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that indigent criminal defense services provide effective assistance of counsel.

Councilperson Moore  
December 30, 2024  
Page 2

In order to comply with state law changes, city and police administrators from Warren and Center Line, the 37<sup>th</sup> District Court Judges, the Warren City Attorney, two criminal defense attorneys, and the MIDC Regional Manager met on a regular basis to develop a compliance plan. The original plan was approved in 2018 and each year, a new plan is submitted to the MIDC.

On November 8th, 2024, the MIDC approved FY25 compliance plan for the 37<sup>th</sup> District Court. Should you have any questions, please do not hesitate to contact me at 586-574-4991. Also attached is a resolution approving the request.

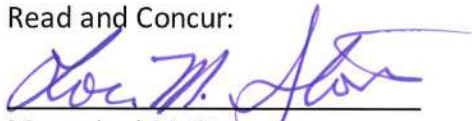
The City Attorney's office has reviewed the grant contract and approves as to form.

Respectfully submitted,

  
Richard Cervenak P-82506  
(MACC) Managed Assigned Counsel Coordinator

Attachments

Read and Concur:

  
Mayor Lori M. Stone

cc: Rick Fox, City Controller  
Kris Battle, Budget Director  
Laura Sullivan, Assistant City Attorney  
Dennis Champine, City of Center Line  
Annette Gattari-Ross, Court Administrator



**RESOLUTION APPROVING FY2025 GRANT AGREEMENT BETWEEN THE STATE OF MICHIGAN (MICHIGAN INDIGENT DEFENSE COMMISSION -- DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS) AND THE CITY OF WARREN/CITY OF CENTER LINE.**

At a Regular Meeting of the City Council of the City of Warren, Macomb County,  
Michigan held on \_\_\_\_\_ at 7 p.m. Eastern Time at the Warren Community  
Center, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_  
\_\_\_\_\_

In July of 2013, state laws went into effect with the purpose of improving indigent defense in the state of Michigan. The new legislation created a 15-member Indigent Defense Commission known as the Michigan Indigent Defense Commission (MIDC).

The MIDC is charged with developing and overseeing the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that indigent criminal defense services provide effective assistance of counsel.

In order to comply with the new state law, city and police administrators from Warren and Center Line, the 37th District Court judges, the Court Administrator, the Warren City Attorney, two criminal defense attorneys, and the MIDC Regional Manager met on a regular basis to develop a compliance plan.

On April 17, 2018, the MIDC approved the compliance plan for the 37th District Court which was conditioned on the State of Michigan's ability to fund the plan. Currently, the State of

SONJA BUFFA  
City Clerk





**CITY ATTORNEY'S OFFICE**

ONE CITY SQUARE, SUITE 400

WARREN, MI 48093-5285

(586) 574-4671

FAX (586) 574-4530

[www.cityofwarren.org](http://www.cityofwarren.org)

December 13, 2024

Via E-mail to [rcervenak.warrenmidc@gmail.com](mailto:rcervenak.warrenmidc@gmail.com)

Mr. Richard Cervenak  
37<sup>th</sup> District Court  
City of Warren/Center Line

**Re: Review of Grant Between the State of Michigan Michigan Indigent Defense  
Commission (MIDC) Department of Licensing and Regulatory Affairs  
(LARA) and City of Warren**

Dear Richard:

I have received and reviewed the above-referenced document and find it to be acceptable as to form.

If you should you have any questions, please do not hesitate to contact me at Ext. 4678.

Sincerely,

Laura Sullivan  
Assistant City Attorney

GRANT BETWEEN  
THE STATE OF MICHIGAN  
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)  
AND  
City of Warren

**GRANTEE/ADDRESS:**

Name: Kristina Battle  
Title: Financial Officer  
Address: 8300 Common Rd., Warren, MI 48093  
Phone: (586) 574-4593

**GRANTOR/ADDRESS:**

Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
611 W. Ottawa St.  
Lansing, MI 48933  
(517) 657-3060

**GRANT PERIOD:**

From: 10/01/2024 to 09/30/2025

**TOTAL AUTHORIZED BUDGET: \$2,159,618.97**

State Grant Contribution:	\$2,035,849.91
Local Share Contribution:	\$123,769.06

**ACCOUNTING DETAIL:** Accounting Template No.: 6411113T032

**SIGMA Vendor Code:** CV0048342



## **GRANT**

This is Grant # E20250097-00 between the Michigan Indigent Defense Commission (Grantor), and City of Warren (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### **1.0 Statement of Purpose**

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

### **1.1 Definitions**

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

## **1.2 Statement of Work**

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 8 and the MIDC Standard on Indigency and Contribution. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement.

Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

## **1.3 Detailed Budget**

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
  - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
  - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
  - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.



#### **1.4 Payment Schedule**

The maximum amount of grant assistance approved is \$2,035,849.91 ( Two Million Thirty Five Thousand Eight Hundred Forty Nine and 91/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2024, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2025

25% disbursement – April 15, 2025

25% disbursement – July 15, 2025 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/24 - 12/31/24 – January 31, 2025

2nd FSR and compliance report for 1/1/25 - 3/31/25 – April 30, 2025

3rd FSR and compliance report for 4/1/25 - 6/30/25 – July 31, 2025

Final FSR and compliance report for 7/1/25 - 9/30/25 – October 31, 2025

#### **1.5 Monitoring and Reporting Program Performance**

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1 through 8 and the MIDC Standard on Indigency and Contribution, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.



## **PART II - GENERAL PROVISIONS**

### **2.1 Project Changes**

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

### **2.2 Delegation**

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

### **2.3 Program Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

### **2.4 Share-in-savings**

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

### **2.5 Purchase of Equipment**

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

### **2.6 Accounting**

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

#### **2.7 Records Maintenance, Inspection, Examination, and Audit**

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

#### **2.8 Competitive Bidding**

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

#### **3.0 Liability**

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

#### **3.1 Safety**

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.



### **3.2 Indemnification**

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

### **3.3 Failure to Comply and Termination**

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

### **3.4 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

### **3.5 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.6 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.7 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

### **4.0 Certification Regarding Debarment**

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

### **4.1 Illegal Influence**

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state



loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.2 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

#### **4.3 Disclosure of Litigation, or Other Proceeding**

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

#### **4.4 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

#### **4.5 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

#### **4.6 Grantee Relationship**

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

**4.7 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

**5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.



## 5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Laura Kwiecien*

Laura Kwiecien, Department of Licensing and Regulatory  
Affairs

Date: 12/05/2024

Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

Signature: *Kristen Staley*

Kristen Staley, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

Date: 11/13/2024

Signature: *Kristina Battle*

Representative: Kristina Battle, Financial Officer

Date: 11/08/2024

Funding Unit: City of Warren

GRANT NO. E20250097-00

**RESOLUTION APPROVING INDEPENDENT CONTRACTOR AGREEMENT FOR THE MANAGED  
ASSIGNED COUNSEL COORDINATOR FOR INDIGENT DEFENSE**

At a Regular Meeting of the City Council of the City of Warren, Macomb County, Michigan held  
on \_\_\_\_\_ at 7 p.m. Eastern Standard Time at the Warren Community Center,  
5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

In July of 2013, state laws went into effect with the purpose of improving indigent defense in the state of Michigan. The new legislation created a 15-member Indigent Defense Commission known as the Michigan Indigent Defense Commission (MIDC).

The MIDC is charged with developing and overseeing the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that indigent criminal defense services provide effective assistance of counsel.

One of the most recent standard approved by the MIDC is Standard 5 which requires independence from the judiciary. Compliance with this standard means that judges are no longer permitted to appoint defense attorneys to represent criminal defendants nor can the judiciary or its employees manage or oversee the administration of the local indigent defense system.



As a result of the legislation and standards, funding units of the district courts are charged with this responsibility and complying with MIDC standards and rules.

The term of the contract is for one year with an option to renew for three (3) additional one year terms which are dependent on MIDC funding. Payment to the MACC is \$125/hour for administrative duties not to exceed \$132,500 annually. The MACC is permitted to provide indigent defense representation and receive payment based upon the attorney fee schedule for roster attorneys not to exceed \$45,000 for the state fiscal year.

The funding for these services comes the annual MIDC annual grant funds account number

\_\_\_\_\_

THEREFORE, IT IS RESOLVED, that the City Council authorizes the Independent Contractor Agreement for the Managed Assigned Counsel Coordinator.

IT IS FURTHER RESOLVED, that the Mayor and Clerk are authorized to sign the agreement in a form reviewed and approved by the City Attorney.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this\_\_\_\_\_day of\_\_\_\_\_ 20.

\_\_\_\_\_

MINDY MOORE

Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

COUNTY OF MACOMB )

I, SONJA BUFFA. Appointed City Clerk for the City of Warren, Macomb County, Michigan, hereby  
certify that the foregoing is a correct copy of the resolution adopted by the Warren City at its  
meeting held on 2025.

\_\_\_\_\_

SONJA BUFFA  
City Clerk

\_\_\_\_\_





CITY CONTROLLER'S OFFICE

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

January 6, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Police, Civil Defense

Dear Council Secretary Moore:

In Correspondence dated December 18, 2024, the Police Department has indicated a need to this Council for an increase in budgeted appropriations in the amount of \$7,586 to cover the costs associated with the Civil Defense department's budgeted Sergeant position being promoted to Lieutenant.

A copy of the amending budget resolution is attached for Council action.

Respectfully,

A handwritten signature in black ink, appearing to read "Kristina K Battle".

Kristina K Battle  
Budget Director

Approved: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Lori M. Stone".

Lori M. Stone, Mayor

cc: Rick Fox  
E. Hawkins  
C. Rushton  
Z. Lemond



WARREN POLICE DEPARTMENT  
29900 CIVIC CENTER BLVD.  
WARREN, MI 48093  
(586) 574-4700  
FAX (586) 574-4862 [www.cityofwarren.org](http://www.cityofwarren.org)

December 18, 2024

Kris Battle  
Warren City Hall  
Controller  
One City Square  
Warren, Michigan 48093

**RE: Budget Amendment Request for Personnel – Civil Defense**

The Warren Police Department is requesting a budget amendment to reflect the permanent change in rank for our Emergency Manager position. On October 31, 2024 the City of Warren Police Department and the Warren Police Command Officers Association signed a permanent agreement to promote the Emergency Manager Sergeant's position to a Lieutenant's position. On December 16, 2024 Commissioner Eric Hawkins submitted his Request for Personnel to the Police and Fire Civil Service Commission, with an immediate effective fill date.


Per the current Warren Police Command Officer's Association Contract, this promotion would entail a base pay increase from \$106,594 to \$117,253.

If you have any questions please contact me a 586-574-4768.

Respectfully,

  
James Wolfe, Administrative Captain

  
Eric Hawkins, Police Commissioner

  
Kris Battle, Budget Director

\_\_\_\_\_  
Lori Stone, Mayor



RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, On October 31, 2024 the Warren Police Command Officers Association  
and the City of Warren entered into an agreement to fill the Civil Defense department's position  
as a Lieutenant position in place of the originally budgeted Sergeant's position,

WHEREAS, the Police Commissioner has indicated a need to this Council for an  
increase in appropriations in the amount of \$7,586.00 to cover the increased costs for the  
promotion from Sergeant to Lieutenant,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for the Fiscal 2025 Budget, approves the additional  
appropriation of funds to the following budget line items in the General Fund Budget for fiscal  
2025 in the amount of \$7,586.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1426-70605	Police Wages	\$ 6,293.00
101-1426-71500	Social Security	107.00
101-1426-71700	Holiday Pay	476.00
101-1426-71900	Employee Insurances	198.00
101-1426-72101	Bonus/Sick Redemption	507.00
101-1426-72200	Retirement	5.00
<u>Transfer from:</u>		
101-0000-39601	General Contingency	\$ 7,586.00

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2025 in the amount of \$7,586.00.

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk



07/19/2024 09:21 AM

User: kbatlle

DB: Warren

Date

JNL

Type

DESC

Reference #

AMT

ENC/BDGT CHG

BALANCE

AVAILABLE

GL ACTIVITY REPORT

TRANSACTIONS FROM 07/01/2024 TO 06/30/2025

Page: 6/24

07/01/2024		101-1426-72200 RETIREMENT FUND	BEG. BALANCE	0.00	0.00
06/30/2025		101-1426-72200 RETIREMENT FUND	END BALANCE	0.00	41,375.00

TOTAL FOR DEPARTMENT 1426 CIVIL DEFENSE

Department 1430 ANIMAL CONTROL					
07/01/2024		101-1430-71904 RETIREE HEALTH INSURANCE	BEG. BALANCE	0.00	0.00
06/30/2025		101-1430-71904 RETIREE HEALTH INSURANCE	END BALANCE	0.00	<del>43,942.00</del>

07/01/2024		101-1430-72200 RETIREMENT FUND	BEG. BALANCE	0.00	0.00
06/30/2025		101-1430-72200 RETIREMENT FUND	END BALANCE	0.00	<del>56,125.00</del>

TOTAL FOR DEPARTMENT 1430 ANIMAL CONTROL

Department 1442 D P W GARAGE					
07/01/2024		101-1442-71904 RETIREE HEALTH INSURANCE	BEG. BALANCE	0.00	0.00
06/30/2025		101-1442-71904 RETIREE HEALTH INSURANCE	END BALANCE	0.00	<del>175,768.00</del>

07/01/2024		101-1442-72200 RETIREMENT FUND	BEG. BALANCE	0.00	0.00
06/30/2025		101-1442-72200 RETIREMENT FUND	END BALANCE	0.00	<del>168,375.00</del>

TOTAL FOR DEPARTMENT 1442 D P W GARAGE

Department 1447 ENGINEERING & INSPECTIONS					
07/01/2024		101-1447-71904 RETIREE HEALTH INSURANCE	BEG. BALANCE	0.00	<del>0.00</del>
06/30/2025		101-1447-71904 RETIREE HEALTH INSURANCE	END BALANCE	0.00	<del>65,913.00</del>

07/01/2024		101-1447-72200 RETIREMENT FUND	BEG. BALANCE	0.00	0.00
06/30/2025		101-1447-72200 RETIREMENT FUND	END BALANCE	0.00	<del>112,250.00</del>

TOTAL FOR DEPARTMENT 1447 ENGINEERING & INSPECTIONS

TOTAL FOR FUND 101 GENERAL FUND

				0.00	0.00
				0.00	0.00



**CITY CONTROLLER'S OFFICE**

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

January 6, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for an Increase in Budgeted Appropriations - Sanitation

Dear Council Secretary Moore:

The Sanitation Superintendent with the concurrence of the Public Service Director has indicated a need to this Council for an additional appropriation of funds in the amount of \$65,000.00 to cover the increased costs to purchase two (2) Labrie Right-hand Automizer Garbage Trucks and two (2) 2024 Mack Chassis'.

The purchase of two sanitation garbage trucks was approved in the Fiscal 2025 budget for \$730,000.00. The costs to purchase these trucks have since increased making this \$65,000 budget amendment from fund balance necessary to complete the purchase

A copy of the amending budget resolution is attached for Council action.

Respectfully,

Kristina K Battle  
Budget Director

Approved:

Lori M. Stone, Mayor

cc: Rick Fox  
Dave Muzzarelli  
Kevin Kitka  
Wendy Sitek



**CITY OF WARREN  
DIVISION OF SANITATION**

**INTER-OFFICE CORRESPONDENCE**

DATE: December 11, 2024  
TO: Kristina Battle, Budget Coordinator  
FROM: Kevin Kitka,,Superintendent  
RE: Two Labrie Garbage Trucks

Kristina

I am requesting you to prepare a budget amendment for the December 17, 2024 City Council meeting.

The Sanitation Division is seeking to purchase two new garbage trucks from Fredrickson Supply at the cost \$794,382.00.

We will use the \$730,000 from our current budget towards the purchase. However, we would like a line item transfer of \$65,000 from the fund balance to complete the purchase of these vehicles. The account number for the trucks is 226-9226-98100.

Thank you.



RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_,  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by  
Council on May 14, 2024, and

WHEREAS, the Sanitation Superintendent with the concurrence of the Public Service  
Director has indicated a need to this Council for an additional appropriation of funds in the  
amount of \$65,000 to cover the increased costs to purchase of two (2) Labrie Right-hand  
Automizer Garbage Trucks and two (2) Mack Chassis',

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for the Fiscal 2025 Budget approves the additional  
appropriation of funds to the following budget line items in the Sanitation Special Revenue Fund  
Budget for fiscal 2025 in the amount of \$65,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
226-9226-98100	Vehicles	\$ 65,000
<u>Transfer From:</u>		
226-0000-39001	Fund Balance Adjustment	\$ 65,000



BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Sanitation Special Revenue Fund Budget for fiscal 2025 in the amount of \$65,000.00.

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

MINDY MOORE  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on \_\_\_\_\_.

\_\_\_\_\_

SONJA BUFFA  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: DECEMBER 18, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: ITB-W-1096; RECOMMENDATION TO EXTEND THE AWARD FOR FURNISHING SODIUM HYPOCHLORITE

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that the award to furnish Sodium Hypochlorite be extended to Alexander Chemical Corporation, in an annual amount not to exceed \$52,410.40.

On February 13, 2024, Warren City Council approved an award to Alexander Chemical Corporation, 7593 South First Road, LaPorte, IN 46350, for furnishing Sodium Hypochlorite for the Waste Water Treatment Plant in a total amount not to exceed \$52,410.40, for a one (1) year period, with options to extend for one (1) additional one-year period, at an annual cost not to exceed \$52,410.40.

Sodium hypochlorite is required to meet the effluent discharge quality levels specified in the plant's NPDES operating permit. Sodium hypochlorite is used for odor control.

This recommendation before your honorable body today is for the singular optional one-year period, in an annual amount not to exceed \$52,410.40, for the period of February 16, 2025 through February 15, 2026.

Funds are available in the following Account: 592-1580-74300.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/6/2025
Controller:		1/6/2025
MAYOR:		1/7/2025





PUBLIC SERVICE DEPARTMENT  
WASTE WATER TREATMENT PLANT  
32360 Warkop  
Warren, Michigan 48093  
(586) 264-2530

**MEMO TO:** Mr. Craig Treppa, Purchasing Agent, Office of the Controller

**FROM:** Donna Dordeski, P.E., WWTP Division Head

**SUBJECT:** Recommendation for a one (1) year extension of ITB-W-1096, Sodium Hypochlorite, to Alexander Chemical Corp., for term commencing on February 16, 2025 thru February 15, 2026, in the total award amount not to exceed \$52,410.40.

**DATE:** 12/18/2024

The existing 1-year agreement term with Alexander Chemical Corporation (ITB-W-1096) for procurement of Sodium Hypochlorite chemical that is being used by the WWTP in wastewater treatment operations, is expiring on February 15, 2025.

The WWTP desires to continue utilizing procurement of Sodium Hypochlorite from Alexander Chemical Corp., for an additional one 1-year term.

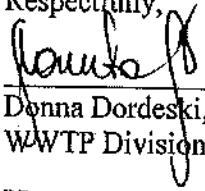
It is being respectfully requested that the existing agreement for ITB-W-1096, Sodium Hypochlorite with Alexander Chemical Corp., of 7593 S. First Road, LaPorte, IN 46350, be extended for one (1) additional 1-year term (2/16/2025 thru 2/15/2026), as stipulated in the terms of the original award for ITB-W-1096 in a total award amount not to exceed \$52,410.40.

Please take the steps necessary to seek authorization to approve extension of the agreement ITB-W-1096, Sodium Hypochlorite, to Alexander Chemical Corp., 7593 S. First Road, LaPorte, IN 46350 for an additional one (1) 1-year term (2/16/2025 thru 2/15/2026), on the same terms and conditions as the original award for ITB-W-1096, resulting in the total award amount for the additional 1-year term not to exceed \$52,410.40.

Funds for the requested one (1) 1-year term extension (2/16/2025 thru 2/15/2026) in the amount not to exceed \$52,410.40 will be made available from the 25 FY Budget, WWTP Account 592-1580-74300.

Should you have any questions regarding this request, please do not hesitate to contact me.

Respectfully,

  
\_\_\_\_\_  
Donna Dordeski, P.E.  
WWTP Division Head

DD

cc: David Muzzarelli, Public Service Director

**RESOLUTION**

Document No: ITB-W-1096 Extension 1 of 1

Product or Service: Sodium Hypochlorite

Requesting Department: Waste Water Treatment Plant

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

On February 13, 2024, City Council awarded Alexander Chemical Corporation, 7593 South First Road, LaPorte, IN 46350, for furnishing sodium hypochlorite for the Waste Water Treatment Plant in a total amount not to exceed \$52,410.40 for a one (1) year period, with options to extend for one (1) additional one (1) year period.

IT IS RESOLVED, that this award has been extended to Alexander Chemical Corporation for the singular optional one (1) year period, for the period of February 16, 2025 through February 15, 2026, in an annual amount not to exceed \$52,410.40.

Funds are available in the following Account: 592-1580-74300.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Bid document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



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

DATE: JANUARY 6, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD ITB-W-1184 FOR FURNISHING A CHEMICAL  
INVENTORY AUDIT AND (SAFETY DATA SHEETS) SDS DATABASE MANAGEMENT  
SUBSCRIPTION

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that ITB-W-1184, for Furnishing a Chemical Inventory Audit and SDS Database Management Subscription be awarded to CloudSDS, Inc., 355 S. Grand Avenue, Suite 2450, Los Angeles, CA 90071, in an amount of \$45,749.00.

On Wednesday, April 10, 2024, electronic bids were publicly opened for ITB-W-1184; To Furnish a Chemical Inventory Audit and a three (3) year SDS Database Management Subscription. The bid was advertised on the BidNet® (MITN) system. Two (2) vendors responded with bids, which are summarized on the attached bid tabulation form submitted for your review.

Velocity EHS, Inc. submitted the lowest bid. However, they would not agree to some of the Terms and Conditions set forth in the bid document. After months of negotiation, it became clear that Velocity EHS would not change their stance. Therefore, the recommendation is to award to the second low bidder, CloudSDS, Inc.

If approved, this award will commence upon execution of the attached contract document. CloudSDS, Inc. will be responsible for furnishing an audit of the WWTP's entire chemical inventory and updating all SDS into an on-line database, which the WWTP will have access. In addition, the City will have access to the database to add or update SDS information during its three (3) year subscription with CloudSDS, Inc.

Funds for this purchase are available in the following Water and Sewer System Budget Account: 592-9047-98080.

A copy of the CloudSDS, Inc. bid is attached for your reference. In addition, the attached contract has been approved to form by the Assistant City Attorney, Caitlin Murphy.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1-6-2025
Controller:		1-6-2025
MAYOR:		1-7-2025



## AS-READ BID TABULATION

City of Warren 1 City Square Warren MI 48093			BID #: ITB-W-1184 BID DUE DATE: 4/10/2024 DEPARTMENT: WWTP	
Product or Service: CHEMICAL INVENTORY				
BIDDER	ITEM 1: FURNISH AN AUDIT AND ON-LINE DATABASE	ITEM 2: 3-YR SUBSCRIPTION SERVICE ANNUAL COST	ITEM 2: 3-YR SUBSCRIPTION SERVICE TOTAL COST	3-YR GRAND TOTAL COST
CLOUD\$SDS, INC.	\$ 29,162.00	\$ 5,529.00	\$ 16,587.00	\$ 45,749.00
VELOCITY EHS, INC.	\$ 22,331.10	\$ 4,153.52	\$ 12,460.56	\$ 34,791.66



**WASTE WATER TREATMENT PLANT**

32360 Warkop  
Warren, Michigan 48093-6726  
(586) 264-2530  
Fax (586) 264-3594  
[www.cityofwarren.org](http://www.cityofwarren.org)

**MEMO TO:** Craig Treppa, Purchasing Agent, Office of the Controller  
**FROM:** Andrew Hayman, Lab Director, WWTP  
**SUBJECT:** ITB-W-1184, SDS and Chemical Inventory Bid  
**DATE:** January 3, 2025

Bids were received for ITB-W-1184 for an onsite Chemical Inventory Audit and 3-year Subscription Agreement for an SDS Management Program for the Waste Water Treatment Plant. A copy of the complete bid tabulation is attached for your reference.

The project was advertised on the MITN system from 03/25/24 through 04/10/24 and a public bid opening was conducted on April 10, 2024.

The low bidder, VelocityEHS, submitted a bid with restrictions that did not meet all of the bid requirements. After several months of discussions and negotiations it became clear this company would not be qualified to perform the project work.

The next low bidder, CloudSDS Inc., submitted a bid that does meet all of the bid requirements, including references and qualifications. As of January 3, 2025, they have agreed to retain their original bid pricing and agree to all Terms and Conditions as laid out in the bid document. The email correspondence with CloudSDS representative and founder Soumitra Banerjee is attached for reference.

With CloudSDS, the city will have access to the system account as soon as the contract is approved and signed, with the ability to begin using it and updating it with our own information immediately. Then, the on-site inventory will be performed as quickly as both parties can accommodate.

Therefore, it is recommended that VelocityEHS (the low bidder) be excluded from consideration, and the bid award for ITB-W-1184 be made to CloudSDS, of Los Angeles, CA, for the bid amount of \$45,749.00.

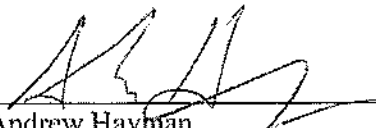
Funds for this work are available in the 2025 Budget, Enterprise Funds Capital Outlays, account number 592-9047-98080.

With consideration of the above, please take the steps necessary to award this bid.

Thank you in advance for your assistance on this request. Should you have any questions, I can be reached directly at extension 8113.

Sincerely,

Read and Concurred:

  
\_\_\_\_\_  
Andrew Hayman  
Lab Director

  
\_\_\_\_\_  
Donna Dordeski  
WWTP Division Head

AH

Attachments: ITB-W-1184 Bid Tab for CloudSDS, Email Correspondence to Price and T+C Agreement

cc: L. Tye  
A. Krause  
D. Dordeski



**RESOLUTION**

Document No: ITB-W-1184

Product or Service: Furnish a Chemical Inventory Audit with Subscription Service

Requesting Department: Waste Water Treatment Plant (WWTP)

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Electronic bids were accepted, publicly opened and read on Wednesday, April 9, 2024.

The following bids have been received by City Council:

**BIDDER:**

**AMOUNT:**

**Please see attached bid tabulation**

The bid of CloudSDS, Inc., 355 S. Grand Avenue, Suite 2450, Los Angeles, CA 90071, has been determined to be the cost-effective bid for award to furnish a chemical inventory audit for the WWTP and to also furnish a three (3) year subscription to its Database Management Subscription in an amount of \$45,749 (\$29,162.00 for the Chemical Audit and \$5,529.00 annually for the three (3) year subscription service). The three (3) year subscription shall commence upon the execution date of the contract.

Funds are available in account number: 592-9047-98080

THEREFORE, IT IS RESOLVED, that the bid of CloudSDS, Inc. is hereby accepted by City Council to furnish a chemical inventory audit for the WWTP and to also furnish a three (3) year subscription to its Database Management Subscription in an amount of \$45,749 (\$29,162.00 for the Chemical Audit and \$5,529.00 annually for the three (3) year subscription service).

IT IS FURTHER RESOLVED, that the award shall commence on the official execution date of the contract.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

X Bid document  
X Contract  
X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly appointed City Clerk for the City of Warren, Macomb County,  
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution  
adopted by the Council of the City of Warren at its meeting held on  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



## **CHEMICAL INVENTORY AND SDS DATABASE MANAGEMENT AGREEMENT**

This Chemical Inventory Agreement (Agreement) is between the City of Warren, a municipal corporation with its primary office located at One City Square, Warren, MI 48093 (the City) and, CloudSDS, Inc, a \_\_\_\_\_California\_\_\_\_\_ corporation with its primary California office located at 355 S Grand Ave, Suite 2450, Los Angeles, CA, 90071\_\_\_\_\_ (the Contractor).

### **RECITALS:**

The City needs a chemical inventory management solution. This is an essential service to protect the health, safety, and welfare of the City's residents and employees.

The Contractor is experienced with conducting and regularly updating chemical inventories.

The City put out an invitation to bid as required by the Warren City Ordinances (ITB-W-1184) (attached as Appendix A).

The Contractor submitted a bid to the City with services and proposed fees (the Bid) (attached as Appendix B).

At the January 14, 2025, the Warren City Council meeting, the Council approved the Contractor's Proposal.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

### **ARTICLE 1: CONTRACT DOCUMENTS**

- (A) Contract documents.** The following documents are incorporated by reference into this Agreement: ITB-W-1184 (Appendix A) and the Bid (Appendix B),
- (B) Document conflicts.** If there is a conflict between this Agreement, the ITB-W-1184, and the Bid, the following order of priority applies: this Agreement, the ITB-W-1184, the Bid.

### **ARTICLE 2: PROJECT SCOPE**

- (A) Project.** The project is outlined in the ITB-W-1184. It includes conducting an initial inventory of the chemicals stored at the City's Wastewater Treatment Plant, entering the inventory data into a Contractor's software,

managing an SDS database, and maintaining the software for the City's use for chemical inventory tracking, as detailed in the ITB-W-1184 and the Bid (the Project). The Contractor shall provide all products and services for the Project, including three years of maintenance, support, and subscription services.

**(B) Maintenance and Support Services.** Starting on the "go live" date, the Contractor shall provide three years of maintenance, support, and subscription services as outlined in the Bid.

**(C) Data availability.** The City is subject to the Michigan Freedom and Information Act and Data Retention Laws. Therefore, upon the City's request, the Contractor shall promptly provide the City with full access to system data in usable form. The Contractor shall retain system data until completing the data transfer to the City as required by Article 4(C) of this Agreement.

**(D) Security.** The Contractor shall industry standard security practices, encryption methods, backups, and disaster recovery. Upon discovery of a security breach, the Contractor shall immediately notify and continue to update the City of the breach and the details as they become known.

### **ARTICLE 3: PAYMENT AND INVOICES**

**(A) Cost.** The pricing documents the Contractor submitted to the City in its Bid, contains the applicable costs associated with the products and services listed in this Agreement. See Appendix B.

**(B) Invoice submission and content.** The Contractor shall submit the detailed invoices to the City requesting payment

**(C) Invoice payment.** Unless exigent circumstances exist or the invoice is in dispute, the City shall pay the invoices within 45 days of the City receiving them. The City reserves the right to dispute the invoices during the duration of the Agreement term.

### **ARTICLE 4: TERMINATION**

**(A) Notice.** The City may terminate or suspend this Agreement for any reason, if it provides at least thirty days written termination or suspension notice to the Contractor.

**(B) Reimbursement.** If the City or the Contractor terminates the Agreement after the City pays a maintenance and service fee for the year, the Contractor shall reimburse the City for the City's upfront payment on a daily pro rata basis.

**(C) Document return.** If the Agreement is terminated for any reason (including nonrenewal), within 10 days after the termination, the Contractor shall provide the City with all documents and information (in usable form) associated with the Agreement.

## ARTICLE 5: NOTICES AND PROJECT DESIGNEE

**(A) Invoices and notices.** A party shall send notices and invoices relating to this Agreement to the other party at the following addresses:

CITY OF WARREN	CLOUDSDS, INC
City of Warren	NAME: Popy Banerjee
Attn: Purchasing Division	TITLE: Accounts Manager
One City Square, Suite 425	ADDRESS: 355 S Grand Ave., Suite 2450, Los Angeles, CA, 90071
Warren, MI 48093-5289	
(586)-574-4639	PHONE: (310) 528-1846
ctreppa@cityofwarren.org	EMAIL: popy@cloudsds.com

A party may change its address by providing a new address to the other party. A change of address is effective seven days after the party changing its address sends notice of the new address.

**(B) Designee.** The City's project point of contact is Andrew Hayman, Laboratory Director, Waste Water Treatment Plant. The Contractor's project point of contact is Joy (joy@cloudsds.com)\_\_\_\_\_.

## ARTICLE 6: MISCELLANEOUS

- (A) Relationship.** The relationship between the signatories is limited to performance of this Agreement. The Contractor is an independent contractor. The Agreement does not create a fiduciary or agency relationship, partnership, or a joint venture between the Contractor and the City.
- (B) Laws and regulations.** The Contractor, its subcontractors, and its employees shall comply with all applicable Federal, State, and Local laws and regulations, including the standards required by the Occupational Safety and Health Administration (OSHA) and the Michigan Occupational Safety and Health Administration (MIOSHA). The Contractor shall ensure that all job sites are complying with the laws and regulations.
- (C) Insurance.** The Contractor shall maintain a comprehensive general liability insurance as follows:
- Commercial, automobile, Worker's Compensation, and umbrella, liability insurance coverage as outlined in ITB-W-1184.
  - The City may inspect the Contractor's insurance documents at any time.
- (D) Entire agreement.** This Agreement with its incorporated documents is the only agreement between the City and the Contractor relating to chemical inventory services. Any existing agreement(s) between the



Contractor and City are terminated.

- (E) **Michigan law to control.** The Parties intend for this Agreement to be construed in accordance with Michigan law as it exists at the time of this Agreement.
- (F) **Forum Selection.** Disputes arising out of this Agreement shall be litigated in the State court having jurisdiction over Macomb County, Michigan.
- (G) **Amendment.** In order to be effective, any mutually agreed on amendment to this Agreement shall be in writing signed by the Parties.
- (H) **Due authorization.** The Contractor represents and acknowledges that the person signing this Agreement on its behalf is duly authorized to do so.
- (I) **Non-Exclusivity.** The City may contract with other individuals or entities to provide similar or identical services.
- (J) **Assignment.** The Contractor shall not assign or transfer this Agreement to any other individual or entity without the City's written permission.
- (K) **Successors and assigns.** This Agreement applies to the signatories' successors, assigns, and affiliated entities.
- (L) **Title VI Anti-Discrimination.** The Contractor shall comply with the requirements listed in the Title VI language contained in the ITB-W-1184 document.
- (M) **Conflict of interest.** The Contractor is prohibited from engaging in any activity that could reasonably be considered a conflict of interest.
- (N) **Indemnity.**
  - a. To the extent permitted by law, the Contractor shall indemnify the City and its officers, employees, and agents against any claim of liability or loss caused by the Contractor's or its agent's negligence and/or willful acts that arise from providing goods and/or performing services under this Agreement. The Contractor shall provide the Warren City Attorney's Office with all documents filed in any proceeding related to this Agreement in which any of the above-listed people or entities are named.
  - b. To the extent permitted by law, the City shall indemnify the Contractor against any claim of liability or loss caused by the City or its agents' negligence and/or willful acts that arise from its performance under this Agreement.
- (O) **Severability.** If a provision in the Agreement is held to be invalid, the remaining provisions of the Agreement remain in full force and effect.

**SIGNATURES:**

**CITY OF WARREN**

By: \_\_\_\_\_  
**LORI M. STONE, MAYOR**

By: \_\_\_\_\_  
**SONJA BUFFA, CITY CLERK**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  ) SS.

COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024 by LORI M. STONE, MAYOR, and SONJA BUFFA,  
CITY CLERK as authorized by the CITY OF WARREN.

\_\_\_\_\_  
Notary Public  
County of Macomb, State of Michigan  
My commission expires: \_\_\_\_\_  
Acting in the County of Macomb

**WARREN LEGAL DEPARTMENT**

**APPROVED AS TO FORM**

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

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**CLOUDSDS, INC.**

**By:** \_\_\_\_\_  
**NAME: Soumitra Banerjee** \_\_\_\_\_  
**TITLE: Founder**

**Date: 11/25/2024** \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_  
day of \_\_\_\_\_, 2024 by \_\_\_\_\_ as authorized by CloudSDS, Inc.

\_\_\_\_\_  
Notary Public  
County of \_\_\_\_\_, State of California  
My commission expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

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**APPENDIX A:**  
**INVITATION TO BID: ITB-W-1184**

**Lori M. Stone, Mayor**



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

Phone (586) 574-4639

FAX (586) 574-4614

**ITB-W-1184**

**INVITATION TO BID**

**MARCH 25, 2024**

**ELECTRONIC BIDS TO FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP) ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, APRIL 10, 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 APRIL 10, 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/84249612702?pwd=aTdeW7wOHA65MCptOb1XDbn4aVrpPs.1>

**ZOOM CALL-IN #: 1 301 715 8592**

**ZOOM MEETING ID: 842 4961 2702**

**ZOOM MEETING PASSCODE: 799141**

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

**YOU SHOULD REGISTER FOR NIGP CODES**

**92682, 34540, 20937, 20938**

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), subject: ITB-W-1184.

Sincerely,

Craig Treppa  
Purchasing Agent

**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

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

1. **The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (clauses, etc.), scan the document, and upload the completed document (pages 1-22) with your electronic bid submission.**
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City shall not have access to bid results until after the scheduled due date/time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**POINT OF CONTACT FOR QUESTIONS:**

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

Vendors are encouraged to submit any, and all, questions you may have regarding this solicitation via e-mail to Craig Treppa, Purchasing Agent for the City of Warren, at [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org). Bidders shall tabulate all questions and submit one inquiry list no later than Tuesday, April 2<sup>nd</sup>, 2024 at 2:00 pm EST. The City of Warren will not respond to questions received after this date and time.

Except as otherwise directed, bidders are not to communicate with other parties within The City of Warren regarding this solicitation without prior written permission from the Purchasing Agent. The City's Purchasing Division is the only office authorized to change any terms, conditions and/or specifications related to this bid.

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



**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP)**, in accordance with the attached specification requirements, which are to be considered an integral part of this bid, at the prices shown below.

ITEM	DESCRIPTION	ANNUAL COST	TOTAL COST
1.	FURNISH AN AUDIT AND ON-LINE DATABASE	N/A	\$
2.	3-YEAR SUBSCRIPTION SERVICE	\$	\$
3-YEAR GRAND TOTAL COST:			\$

**IT IS MANDATORY FOR 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 BELOW MAY RESULT IN YOUR BID NOT BEING ACCEPTED.**

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

Signature of \_\_\_\_\_ DATE: \_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
 (Print name and title of Signature)

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

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

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

WARRANTY (If Applicable) \_\_\_\_\_

YEARS IN BUSINESS \_\_\_\_\_ COMPANY CONTACT PERSON WITH TELEPHONE NUMBER \_\_\_\_\_

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

\_\_\_\_\_

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

**PRICE CLAUSE:**

The City requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful bidder whose prices shall be held firm the entire contract period.

The bidder shall base the bid amount on all labor, materials, transportation, equipment, services, warranties, and insurance necessary to perform the work in conformity with the bid documents, and all addenda to them, as well as compliance with all applicable codes and ordinances. The bid amount must include all incidental items required as part of the work, even if they are not specified or indicated.

There is an option to extend the subscription service for an additional two-year period, at the same terms and conditions, and with mutual consent of both parties.

**Authorized Signature for \_\_\_\_\_**  
**Pricing Clause**

**ESTIMATED QUANTITIES:**

Quantities indicated are estimates for bid award purposes only. The estimates are not a guarantee quantities under this contract and actual quantities may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

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

**COMPETENCY OF THE BIDDER:**

Bidders will be required to submit satisfactory evidence that they have the practical knowledge and expertise, necessary financial resources, adequate equipment, and experienced and competent personnel and subcontractors to perform the proposed work. The opening and reading of the bid shall not be construed as acceptance of the bidder as a responsible bidder.

The City reserves the right to determine the responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources. The bidder is required to provide the City with any requested information or documentation that will assist the City in determining that they, and their subcontractors, are competent and qualified.

**Authorized signature \_\_\_\_\_**  
**for Competency of the Bidder Clause**

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

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

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

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

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

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

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is part of the General Liability policy:

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

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

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

**AUTOMOBILE LIABILITY:**

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

**WORKERS' COMPENSATION INSURANCE:**

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

**UMBRELLA LIABILITY POLICY:**

Umbrella Liability shall be \$2,000,000 and be "following form"

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

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

- ( ) Can meet insurance as indicated.
- ( ) Cannot meet but offer the following

\_\_\_\_\_  
Authorized signature for \_\_\_\_\_  
Insurance Clause

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



**REFERENCES:**

Please list a minimum of three (3) municipalities/companies for which your company has provided similar services in the past three (3) years.

1. Agency: \_\_\_\_\_ Year: \_\_\_\_\_

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

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

Work Performed: \_\_\_\_\_

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

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

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

Work Performed: \_\_\_\_\_

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

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

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

Work Performed: \_\_\_\_\_

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

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

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

Work Performed: \_\_\_\_\_

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

**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:** \_\_\_\_\_

**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:** \_\_\_\_\_



**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:** \_\_\_\_\_

**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:** \_\_\_\_\_

**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:** \_\_\_\_\_



**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:** \_\_\_\_\_

**HOURS OF WORK:**

All work under this bid shall be coordinated with the WWTP Lab Director, Andrew Hayman, or designated representative. Any changes to the established schedule must have prior approval of the WWTP Lab Director. All work is to be done during normal business hours (Monday thru Friday 7:00 am – 3:00 pm).

**SECURITY:**

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the project starts until the final acceptance of the work by the Senior Housing Director, or a designated representative.

**INVOICING:**

Billings are to be generated upon completion of the project, and shall include site location and date of service. The City agrees to pay each invoice within forty-five (45) days of receipt.

Invoices shall be submitted to:

**ATTN: PURCHASING DIVISION  
ONE CITY SQUARE, STE. 425  
WARREN, MI 48093  
586-574-4639**

**PERFORMANCE:**

The City Reserves the right to withhold any, or all, payments until any defects in performance have been satisfactorily corrected.

**WORKMANSHIP:**

All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

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

**MINIMUM SPECIFICATIONS FOR CHEMICAL INVENTORY  
AUDIT AND SDS DATABASE MANAGEMENT**

**PURPOSE:**

The following specifications are intended to detail the requirements to perform an inventory, or audit, of all chemicals kept on site, and supply the Plant with access to an online SDS database. There are two separate locations that the chemicals are housed (see below). Location #1 has various buildings within the Waste Water Treatment Plant (WWTP) complex that house chemicals. See **Appendix A** for the Maps of Locations #1 and #2, along with the functional space list that shows the various buildings within Location #1 that house chemicals to be audited.

**Location #1**

City of Warren  
Waste Water Treatment Plant (WWTP)  
32360 Warkop  
Warren, MI 48093

**Location #2**

City of Warren  
Nine Mile Pump Station  
14505 E. Nine Mile Road  
Warren, MI 48089

The City estimates that there may be up to one-thousand (1,000) chemicals that will need to be included in the SDS Database. The majority are housed at the WWTP complex located at 32360 Warkop, Warren, MI 48093 (Location #1).

**MANDATORY REQUIREMENTS:**

To be considered for award, the vendor must have completed a project at a Waste Water Treatment Plant, or similar location, with a similar project scope as detailed herein.

- Contractor shall be a fully-established business operating under its submittal name for a minimum of five (5) years in the appropriate field of work.
- Contractor shall have adequate personnel to perform the services as indicated in this bid specification.
- Contractor shall possess appropriate equipment to perform the requested service.
- Contractor must provide three (3) references where contractor has provided similar services over the last three (3) years.
- Contractor shall have the proper insurance, as indicated in this bid document.

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



**DESCRIPTION:**Regulatory Requirements:

All work performed must conform to, and assure the City of Warren is in compliance with, all OSHA regulations, CFR 29 Part 1200, MIOSHA Right to Know Act 154, SARA Title III, EPCRA, and all federal and State of Michigan standards, as well as the Plant's Hazard Communication Program standards.

Chemical Inventory Audit:

- Client must perform an on-site evaluation and create a database of all buildings and areas where chemicals are kept or stored.
- Client then must create a list of all chemicals kept in those areas.
- Client will then populate the database with up-to-date SDS from the distributors, organized by facility site and storage area.
- Chemicals must be identified by Trade Name and/or Brand.
- Evaluations must be performed for both facility sites.
- See attached maps and previous functional space lists for quick reference.
- This process shall be conducted only once, at the beginning of the contract term.

SDS Database Use and Access:

The SDS database must be web-based, accessible 24/7 online including the use of mobile devices. The client database must provide the following functions:

- Vendor shall populate the database with the information obtained from the audit.
- Access to up-to-date versions of all SDS for all on-site chemicals.
- It is preferred that the vendor update the database on a continuous basis (no less than every six months).
- Ability for the City to access and use organizational controls (view and make changes to the list, as needed).
- Inventory Management – organizational tools to track locations and amounts of each chemical stored at each location.
  - Ability to create and assign SDS to storage areas by name.
  - Floor plans or other visual mapping tool.
  - Sorting by storage area.
  - Generate reports by storage area.
- Generate reports that can be shared with local first responders.
- Ability to print SDSs at no additional charge.
- Ability to create or print Global Harmonization System (GHS) compliant labels.
- Backup options, such as to a PC or Flash Drive, and online security measures to ensure access is never interrupted.
- Mobile app for easy use across all facility computers/devices and employee personal mobile devices.
  - Mobile app must be included in subscription price.
  - Mobile app must have offline viability such as direct download to the device.

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

Client Responsibilities:

- Client must have a 24/7 Emergency Response Help Hotline.
- Must be available at all times.
- Must be able to advise on chemical spill or exposure emergencies.
- Client shall maintain the master database of SDS available on their platform.
- Should always be up-to-date with the current distributor SDS revision.
- Must always meet federal and OSHA standards.
- Client must provide training for the use of the database.

Subscription Terms:

- Subscription to client services shall include the use of the entire master database of SDS, and allow us to add chemicals to our sections at no additional charge.
- Subscription must include unlimited number of SDS assigned to our areas. There will be no additional charges associated with the number of SDS assigned, or the frequency of use or addition of SDS.
- Subscription shall include unlimited viewing and printing of SDS.
- Subscription price shall include unlimited access for all employees of the City/WWTP, including viewing, printing, and searching. (Not editing or administrative tasks.)
- Client shall bid on a minimum of 3 years of subscription service.
- The vendor shall provide up to two (2) hours of training of the database, if requested by the City.
- At the end of the agreement, the vendor shall provide a digital backup of the database to the City, which is compiled of the most up-to-date data within.

**JOB CONDITIONS:**

- Awarded vendor shall employ only persons who are skilled in the work to be performed.
- Awarded vendor and the employees shall utilize proper methods to complete all work properly in conjunction with the specification contained in this bid to ensure that all operations are completed successfully. Improper methods will result in a poor product, and be cause for the Contractor to redo the work.
- Awarded vendors workers shall NOT "reach" when performing the work described in this specification where a potential fall may occur. Workers shall use a ladder/scaffold or other means to safely perform the work described in this specification.

**EQUIPMENT/SAFETY:**

Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a bid or contract.

Awarded Vendor is required to keep areas free from clutter and debris at all times.

Awarded vendor shall be responsible for leaving the building in a clean and neat condition when the project is finished.

At the end of each workday all areas where work is performed must be left in an as clean as condition as found prior to the start of the project.

Awarded bidder will be responsible for the repair or replacement of any damages to interior or exterior of the premises caused by the contractor during the length of the project.

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

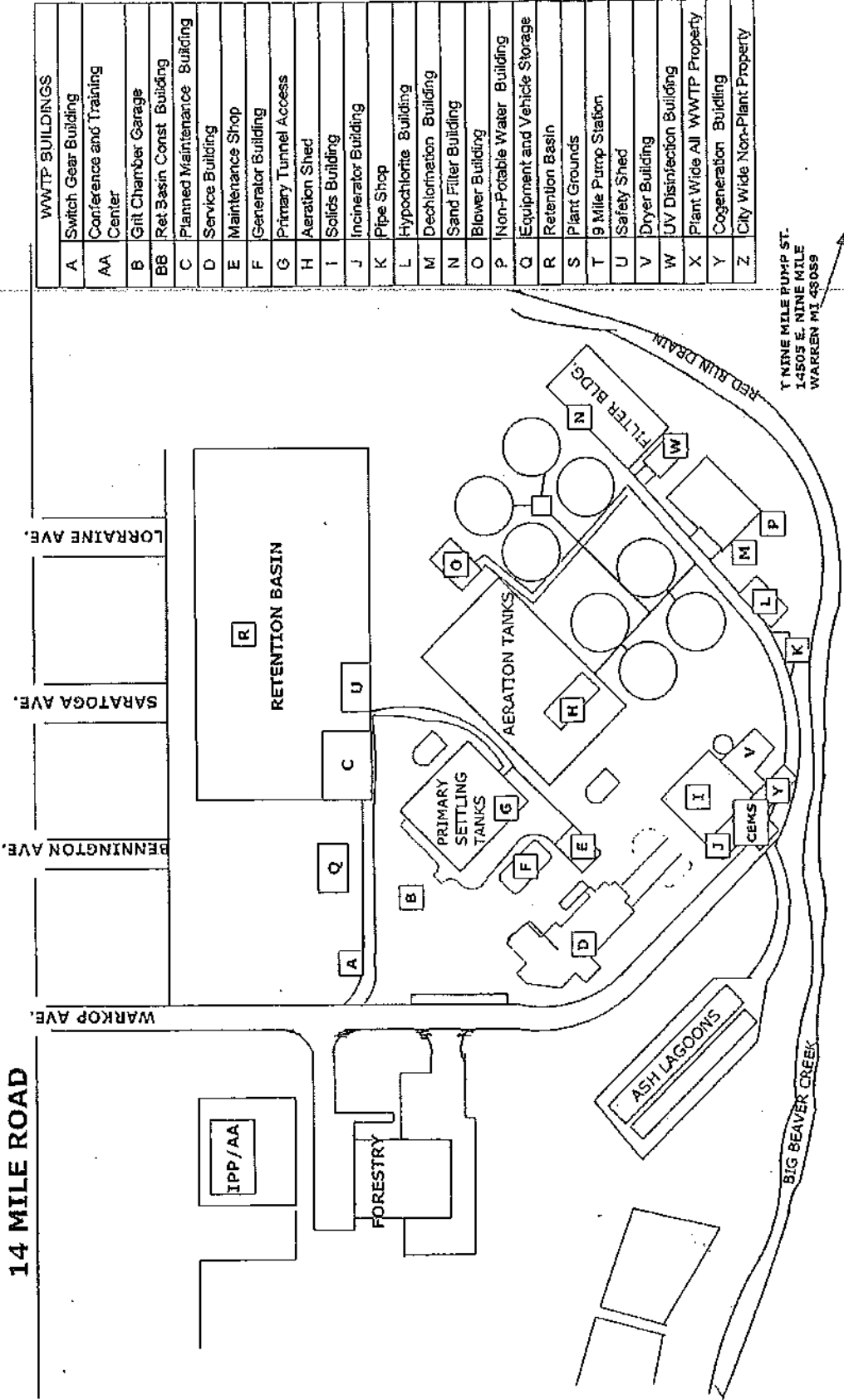
# **APPENDIX A:**

## **MAPS AND FUNCTIONAL SPACE LIST**

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

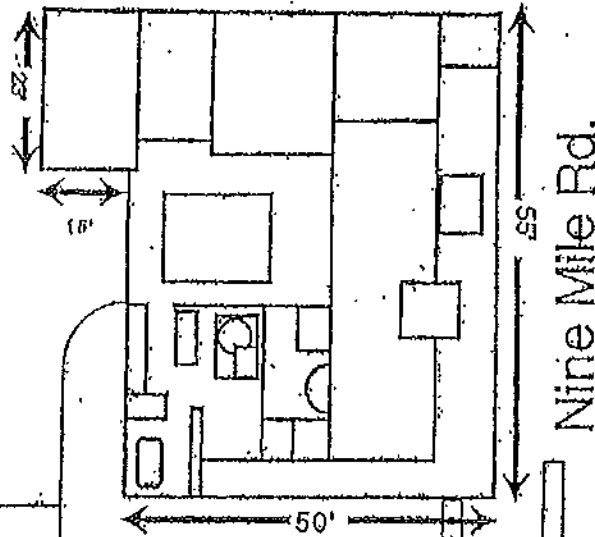


# 14 MILE ROAD

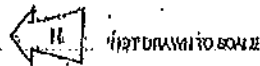


Y NINE MILE PUMP ST.  
14505 E. NINE MILE  
WARREN MI 48059

14505 E. NINE MILE ROAD  
WARREN, MI 48089  
NINE MILE PUMP STATION - T  
SITE PLAN.  
3095' sq.ft.



Stewart Street.



Warren Wastewater Treatment Plant  
Functional Space List  
Updated (2014)

Facility Code	Facility/Building	Functional Space Code	Functional Space/ Department
24	Switchgear Bldg A	240001	Switchgear Room
25	Grit Chamber B	250001	Grit Room
26	Planned Maint Bldg C	260101	Break Room
		260102	Lubricant Storage
		260103	Misc Storage
		260103A	Flammables Cab #1 (A) - Red
		260103B	Flammables Cab #2 (B) - Red
		260103C	Flammables Cab #3 (C) - Aerosols Red
		260103D	Chemical Storage Cab #4 (D) - Blue
		260103E	Chemical Storage Cab #5 (E) - Grey
		260104	Bath Room
27	Service Bldg D	270100	Main Office 100
		270101	Instrument'n Shop 101
		270102	Lab - Sample Stor Room 102
		270103	Corridor 103
		270104	Office Storage 104
		270105	Break Room 105
		270106	Tech Office 106
		270107	Cust Closet 107
		270108	Cust Closet/ Elect Room
		270109	Laundry Room 109
		270110	Boiler Room 110
		270111	Computer Room
		270112	Pump Removal Room
		270112A	Drywell
		270113	Lab Storage Room
		270114	Lab IPP Room 114
		270114A	Lab - Flammable/Organics Cab - Yellow
		270117	Lab 117
		270117A	Lab - Workbench Shelves
		270117E	Lab - Hoods
		270117F	Lab - Grey Base Bac
		270117G	Lab - Corrosives Cab - Acid and Base - Grey
		270117H	Lab - Corrosives Cab - Acid - Blue
		270117I	Lab - Flammable and Corrosives Cab - Grey
		270118	Lab - Instrument Room 118
		270119	Mech Room 119
		270120	Lab - Sample Room 120
28	Maintenance Bldg E	280001	Maint Shop Office
		280002	Electrical Shop
		280002A	Flammable Cab - Elec Shop - Yellow
		280003	Maintenance Shop
		280003A	Flammable Cab - Shop Area - Red
		280003B	Flammable Cab - Lathe Room - Red
		280004	Maint Mezzanine
		280005	Maint Break Room
		280006	Mezz - Pls Storage



Facility Code	Facility/Building	Functional Space Code	Functional Space/ Department
		280007	Outside Storage
29	Generator Bldg F	290001	Generator Room
		290002	Ext Underground Tank
30	Primary Tunnel/Access G	300001	Tunnel Area
31	Aeration Shed/Tunnel H	310001	Shed
		310002	Tunnel Area
32	Solids Bldg I	320101	Lunch Room
		320102	Operator Stor Crib
		320103	Decant Tunnel Entrance
		320104	Air Compressor Room
		320105	GBT Room
		320106	Belt Press Room
		320107	Flammable Cab - Solids Bldg. - Red
		320108	Locker Room
		320110	Gasoline Storage Cab - Yellow
		320111	Chem Waste Accumulation Cab - Blue
33	Incinerator Bldg J	330001	Ext GEMS Cycl Stor
		330002	Truckwell
34	Pipe Shop K	340001	Shop
35	Hypochlorite Bldg L	350001	Hypochlorite Storage and Feed Pump Room
		350002	Hypochlorite System Control Room
36	Dechlorination Bldg M	360001	Bisulfite Storage Room
		360002	Chlorine Analyzer Room
37	Sand Filter Bldg N	370001	Main Floor
38	Blower Bldg O	380002	Basement
		380001	Main Floor
39	Non-Potable Water Bldg P	390001	Pump Room
40	Equip/Vehicle Stor Bldg Q	400001	Garage
41	Retention Basin R	410001	Basin
42	Plant Grounds S	420001	Grounds
43	9 Mile Pump Station T	430003	Electric Panel Room
		430009	Exterior Yard
		430008	Flume Room
		430004	Hydraulic Oper Room
		430007	Mld Level Fan Room
		430001	Office Area
		430005	Chemical Storage Cab - Parts Storage Room
		430002	Pump Removal Room
		430006	Rest Room
44	Safety Shed U	440001	Shed
45	Dryer Bldg V	450001	Ferric Chloride Tank
46	Conf-Training Ctr/IPP AA	460002	Break Room
		460007	Conference Room
		460009	Custodial Closet
		460001	IPP Lab
		460005	IPP Office
		460006	Locker Room
		460003	Mechanical Room
		460010	Rest Room
		460008	Storage Room
		460004	Training Room
47	UV Disinfection Bldg W	470001	UV Disinfection Room
51	Cogeneration Bldg Y		

**CHECK LIST FOR BIDDERS**  
**MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.**

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

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



***Lori M. Stone, Mayor***

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

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

**ADDENDUM 1**

**RFP-W-1184**

**APRIL 4, 2024**

**REGARDING**

**FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT  
FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP)**

**PLEASE BE ADVISED** of responses to interested vendor's questions that were received in the Purchasing Division office.

- Q1. Considering the vendor performs the audit only once, does the City have a process or set of requirements for ongoing database updates? For example, will the City supply the vendor with updated SDSs as they are received from suppliers, enabling the vendor to update the database with the latest versions of each SDS?
- R1. No, the City is looking for a vendor that keeps the most current versions of each SDS in their database. The WWTP will update our site information and inventory as it changes, but the vendor should be supplying the most up to date information and SDS versions when we need them.
- Q2. Will the City provide the Vendor with estimates of the annual volumes of chemicals ordered to help maintain accurate records of quantities stored in the database?
- R2. No, the City (WWTP) will update our own inventory as it changes.
- Q3. Does the WWTPs have SDSs on file for any of their chemicals currently onsite?
- R3. Yes, the WWTP currently has copies of SDS for each chemical on site as of our last inventory update, but that was several years ago. The inventory/audit is intended to make sure that each SDS is up to date, and each new chemical since the last inventory is accounted for.
- Q4. Does the city have an existing process for approving new chemicals? Is it the vendor's responsibility to establish a chemical approval process, or to manage any aspects of the city's existing process?
- R4. No, once the WWTP has access to the database we will monitor our inventory ourselves as time passes.
- Q5. Can the City provide an estimate of the total number of employees of the City of Warren and the WWTPs?
- R5. The plant (WWTP) has approximately 40 employees that may need access. The whole City won't be sharing this.



- Q6. Will the vendor be assigned a primary point of contact at the WWTPs throughout the duration of the contract period?
- R6. The primary contact will be Andrew Hayman (Joe Kovalcik when Andrew is not available). There will be two junior chemists who will also be trained to respond to any issues, as well.
- Q7. If the audit identifies chemical products that are either discontinued or produced by companies no longer in business and thus unable to provide SDSs, is the vendor responsible for disposing of these products?
- R7. If there are chemicals that need to be disposed of, the audit should identify those. The City will be responsible for the disposal of these chemicals.
- Q8. Does the City or WWTP have an existing list of any "banned" chemicals or materials that are not allowed onsite?
- R8. The WWTP is not aware of a "banned" chemicals list. As long as there is an SDS for the chemical and there is a need for it's use then we allow it on site under proper use and supervision.

**BIDDERS ARE REMINDED:**

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa, of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: RFP-W-1184.

Sincerely,



Craig Treppa  
Purchasing Agent

Acknowledged by: \_\_\_\_\_

Company Name: \_\_\_\_\_

**APPENDIX B:**  
**ITB-W-1184 BID SUBMITTED BY**  
**CLOUDSDS, INC.**

**Lori M. Stone, Mayor**

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



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

**ITB-W-1184**

**INVITATION TO BID**

**MARCH 25, 2024**

**ELECTRONIC BIDS TO FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP) ARE BEING ACCEPTED.**

**ELECTRONIC BIDS MUST BE ENTERED INTO THE BIDNET (MITN) PROCUREMENT SYSTEM ON, OR BEFORE, 12:30 PM, WEDNESDAY, APRIL 10, 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 APRIL 10, 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/84249612702?pwd=aTdeW7wOHA65MCptOb1XDbn4aVrpPs.1>

**ZOOM CALL-IN #: 1 301 715 8592**

**ZOOM MEETING ID: 842 4961 2702**

**ZOOM MEETING PASSCODE: 799141**

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

**YOU SHOULD REGISTER FOR NIGP CODES**

**92682, 34540, 20937, 20938**

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa of the City of Warren Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), subject: ITB-W-1184.

Sincerely,

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

Craig Treppa  
Purchasing Agent



**SPECIAL INSTRUCTIONS FOR ELECTRONIC BID SUBMISSION:**

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

1. **The bidder shall complete the bid form in its entirety, sign Page 3 and all other appropriate areas (clauses, etc.), scan the document, and upload the completed document (pages 1-22) with your electronic bid submission.**
2. If the Vendor has any questions regarding the steps needed to complete the electronic bid submission, they shall contact the BidNet (MITN) help desk at 1-800-835-4603. Select Option 2 when prompted.
3. Electronic bids must be entered no later than the bid due date and time. The BidNet (MITN) system will prohibit vendors from entering bid information after the scheduled due date/time.
4. The City shall not have access to bid results until after the scheduled due date/time.
5. The bid opening shall be made available to the public via a "Zoom Meeting". Interested parties will need to access the Zoom app and enter the Meeting ID # and the Password in order to obtain access to the public bid opening. Interested members of the public may view or listen to the results at that time.
6. The Zoom Meeting Call-in #, ID# and password for this bid opening can be found on the first page of this bid document.
7. The link to view the bid opening via "Zoom Meeting" can be found on the first page of this bid document.
8. The public shall have the ability to join the Zoom Meeting any time after 12:50 pm EST on the bid due date.
9. The public bid opening via "Zoom" shall occur at 1:00 pm EST on the bid due date.

**POINT OF CONTACT FOR QUESTIONS:**

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

Vendors are encouraged to submit any, and all, questions you may have regarding this solicitation via e-mail to Craig Treppa, Purchasing Agent for the City of Warren, at [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org). Bidders shall tabulate all questions and submit one inquiry list no later than Tuesday, April 2<sup>nd</sup>, 2024 at 2:00 pm EST. The City of Warren will not respond to questions received after this date and time.

Except as otherwise directed, bidders are not to communicate with other parties within The City of Warren regarding this solicitation without prior written permission from the Purchasing Agent. The City's Purchasing Division is the only office authorized to change any terms, conditions and/or specifications related to this bid.

**COMPANY NAME:** CloudSDS Inc.

**BID PROPOSAL FORM:**

The undersigned proposes to **FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP)**, in accordance with the attached specification requirements, which are to be considered an integral part of this bid, at the prices shown below.

ITEM	DESCRIPTION	ANNUAL COST	TOTAL COST
1.	FURNISH AN AUDIT AND ON-LINE DATABASE	N/A	\$ 29,162.00
2.	3-YEAR SUBSCRIPTION SERVICE	\$ 5,529.00	\$ 16,587.00
3-YEAR GRAND TOTAL COST:			\$ 45,749.00

**IT IS MANDATORY FOR 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 BELOW MAY RESULT IN YOUR BID NOT BEING ACCEPTED.**

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

Signature of  DATE: 4/9/2024  
**Authorized Company Representative**

Soumitra Banerjee, Founder

(Print name and title of Signature)

COMPANY NAME CloudSDS Inc.

355 S. Grand Ave., Suite 2450, Los Angeles, CA, 90071

ADDRESS	CITY	STATE	ZIP CODE
<u>877-974-4666 x 101</u>	<u>(818) 441-5035</u>	<u>soumitra@cloudsds.com</u>	
TELEPHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS	

WARRANTY (If Applicable)

<u>12 years</u>	<u>Soumitra Banerjee (951) 259 9184</u>
YEARS IN BUSINESS	COMPANY CONTACT PERSON WITH TELEPHONE NUMBER

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

None


COMPANY NAME: CloudSDS Inc.

**PRICE CLAUSE:**

The City requests that prices be held firm for 60 days or bid award, whichever comes first, except for the successful bidder whose prices shall be held firm the entire contract period.


The bidder shall base the bid amount on all labor, materials, transportation, equipment, services, warranties, and insurance necessary to perform the work in conformity with the bid documents, and all addenda to them, as well as compliance with all applicable codes and ordinances. The bid amount must include all incidental items required as part of the work, even if they are not specified or indicated.

There is an option to extend the subscription service for an additional two-year period, at the same terms and conditions, and with mutual consent of both parties.

Authorized Signature for Type text here :  
Pricing Clause

**ESTIMATED QUANTITIES:**


Quantities indicated are estimates for bid award purposes only. The estimates are not a guarantee quantities under this contract and actual quantities may increase or decrease. Vendor shall supply items as per bid and hold the City harmless for increase or decreases in quantities.

Authorized Signature for :  
Estimated Quantities Clause

**COMPETENCY OF THE BIDDER:**

Bidders will be required to submit satisfactory evidence that they have the practical knowledge and expertise, necessary financial resources, adequate equipment, and experienced and competent personnel and subcontractors to perform the proposed work. The opening and reading of the bid shall not be construed as acceptance of the bidder as a responsible bidder.

The City reserves the right to determine the responsibility of a bidder from its knowledge of the bidder's qualifications or from other sources. The bidder is required to provide the City with any requested information or documentation that will assist the City in determining that they, and their subcontractors, are competent and qualified.

Authorized signature :  
for Competency of the Bidder Clause

COMPANY NAME: CloudSDS Inc.



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

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

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

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

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

**COMMERCIAL GENERAL LIABILITY:**

The following coverage is 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"

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: CloudSDS Inc.

**REFERENCES:**

Please list a minimum of three (3) municipalities/companies for which your company has provided similar services in the past three (3) years.

1. Agency: San Mateo County Transit District Year: 2022, 2023, 2024(pending)

Address: 1250 San Carlos Ave., San Carlos CA 94070-1306

Contact Name: Omar Brown Phone: 650-508-7744

Work Performed: Chemical Inventory, Online SDS Management

2. Agency: Bureau of Reclamation Year: 2024

Address: 2800 Cottage Way, Room E-1815, Sacramento CA 95825-1898

Contact Name: Phil Stanfield Phone: (916) 537-7122

Work Performed: Chemical Inventory, Online SDS Management

3. Agency: City of Salem Year: 2017 - Till Date

Address: 295 Church Street SE, Suite 210, Salem, OR 97301

Contact Name: Randi Luchterhand Phone: 971-701-3426

Work Performed: Online SDS Management

4. Agency: County of Sonoma Year: 2015 - Till Date

Address: 575 Administration Drive, Suite 116C, Santa Rosa, CA 95403

Contact Name: Andrew Lemen Phone: 707-565-3208

Work Performed: Online SDS Management

**COMPANY NAME:** CloudSDS Inc.

**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:** CloudSDS Inc.



**AWARD**

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

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

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

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

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

Time of delivery may be a consideration in the award.

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

**TERMINATION**

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

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

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

**COMPANY NAME:** CloudSDS Inc.

**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:** CloudSDS Inc.

**PAYMENT TERMS**

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

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

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

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

**EQUAL 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:** CloudSDS Inc.



**INDEMNITY CLAUSE**

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

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

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

**APPENDIX A OF TITLE VI PLAN**

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

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

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

**COMPANY NAME:** CloudSDS Inc.

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

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

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

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

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

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

**SAFETY DATA SHEETS**

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

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

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



(Signature)

**COMPANY NAME:** CloudSDS Inc.

**HOURS OF WORK:**

All work under this bid shall be coordinated with the WWTP Lab Director, Andrew Hayman, or designated representative. Any changes to the established schedule must have prior approval of the WWTP Lab Director. All work is to be done during normal business hours (Monday thru Friday 7:00 am – 3:00 pm).

**SECURITY:**

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the project starts until the final acceptance of the work by the Senior Housing Director, or a designated representative.

**INVOICING:**

Billings are to be generated upon completion of the project, and shall include site location and date of service. The City agrees to pay each invoice within forty-five (45) days of receipt.

Invoices shall be submitted to:

**ATTN: PURCHASING DIVISION  
ONE CITY SQUARE, STE. 425  
WARREN, MI 48093  
586-574-4639**

**PERFORMANCE:**

The City Reserves the right to withhold any, or all, payments until any defects in performance have been satisfactorily corrected.

**WORKMANSHIP:**

All work shall be performed in accordance with the best modern practice and workmanship of highest quality. Failure to conform to standards specified by the City shall be considered a breach of the Contract.

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

**COMPANY NAME:** CloudSDS Inc.



**MINIMUM SPECIFICATIONS FOR CHEMICAL INVENTORY  
AUDIT AND SDS DATABASE MANAGEMENT**

**PURPOSE:**

The following specifications are intended to detail the requirements to perform an inventory, or audit, of all chemicals kept on site, and supply the Plant with access to an online SDS database. There are two separate locations that the chemicals are housed (see below). Location #1 has various buildings within the Waste Water Treatment Plant (WWTP) complex that house chemicals. See **Appendix A** for the Maps of Locations #1 and #2, along with the functional space list that shows the various buildings within Location #1 that house chemicals to be audited.

**Location #1**

City of Warren  
Waste Water Treatment Plant (WWTP)  
32360 Warkop  
Warren, MI 48093

**Location #2**

City of Warren  
Nine Mile Pump Station  
14505 E. Nine Mile Road  
Warren, MI 48089

The City estimates that there may be up to one-thousand (1,000) chemicals that will need to be included in the SDS Database. The majority are housed at the WWTP complex located at 32360 Warkop, Warren, MI 48093 (Location #1).

**MANDATORY REQUIREMENTS:**

To be considered for award, the vendor must have completed a project at a Waste Water Treatment Plant, or similar location, with a similar project scope as detailed herein.

- Contractor shall be a fully-established business operating under its submittal name for a minimum of five (5) years in the appropriate field of work.
- Contactor shall have adequate personnel to perform the services as indicated in this bid specification.
- Contractor shall possess appropriate equipment to perform the requested service.
- Contractor must provide three (3) references where contractor has provided similar services over the last three (3) years.
- Contractor shall have the proper insurance, as indicated in this bid document.

**COMPANY NAME:** CloudSDS Inc.

**DESCRIPTION:**Regulatory Requirements:

All work performed must conform to, and assure the City of Warren is in compliance with, all OSHA regulations, CFR 29 Part 1200, MIOSHA Right to Know Act 154, SARA Title III, EPCRA, and all federal and State of Michigan standards, as well as the Plant's Hazard Communication Program standards.

Chemical Inventory Audit:

- Client must perform an on-site evaluation and create a database of all buildings and areas where chemicals are kept or stored.
- Client then must create a list of all chemicals kept in those areas.
- Client will then populate the database with up-to-date SDS from the distributors, organized by facility site and storage area.
- Chemicals must be identified by Trade Name and/or Brand.
- Evaluations must be performed for both facility sites.
- See attached maps and previous functional space lists for quick reference.
- This process shall be conducted only once, at the beginning of the contract term.

SDS Database Use and Access:

The SDS database must be web-based, accessible 24/7 online including the use of mobile devices. The client database must provide the following functions:

- Vendor shall populate the database with the information obtained from the audit.
- Access to up-to-date versions of all SDS for all on-site chemicals.
- It is preferred that the vendor update the database on a continuous basis (no less than every six months).
- Ability for the City to access and use organizational controls (view and make changes to the list, as needed).
- Inventory Management – organizational tools to track locations and amounts of each chemical stored at each location.
  - Ability to create and assign SDS to storage areas by name.
  - Floor plans or other visual mapping tool.
  - Sorting by storage area.
  - Generate reports by storage area.
- Generate reports that can be shared with local first responders.
- Ability to print SDSs at no additional charge.
- Ability to create or print Global Harmonization System (GHS) compliant labels.
- Backup options, such as to a PC or Flash Drive, and online security measures to ensure access is never interrupted.
- Mobile app for easy use across all facility computers/devices and employee personal mobile devices.
  - Mobile app must be included in subscription price.
  - Mobile app must have offline viability such as direct download to the device.

**COMPANY NAME:** CloudSDS Inc.

Client Responsibilities:

- Client must have a 24/7 Emergency Response Help Hotline.
- Must be available at all times.
- Must be able to advise on chemical spill or exposure emergencies.
- Client shall maintain the master database of SDS available on their platform.
- Should always be up-to-date with the current distributor SDS revision.
- Must always meet federal and OSHA standards.
- Client must provide training for the use of the database.

Subscription Terms:

- Subscription to client services shall include the use of the entire master database of SDS, and allow us to add chemicals to our sections at no additional charge.
- Subscription must include unlimited number of SDS assigned to our areas. There will be no additional charges associated with the number of SDS assigned, or the frequency of use or addition of SDS.
- Subscription shall include unlimited viewing and printing of SDS.
- Subscription price shall include unlimited access for all employees of the City/WWTP, including viewing, printing, and searching. (Not editing or administrative tasks.)
- Client shall bid on a minimum of 3 years of subscription service.
- The vendor shall provide up to two (2) hours of training of the database, if requested by the City.
- At the end of the agreement, the vendor shall provide a digital backup of the database to the City, which is compiled of the most up-to-date data within.

**JOB CONDITIONS:**

- Awarded vendor shall employ only persons who are skilled in the work to be performed.
- Awarded vendor and the employees shall utilize proper methods to complete all work properly in conjunction with the specification contained in this bid to ensure that all operations are completed successfully. Improper methods will result in a poor product, and be cause for the Contractor to redo the work.
- Awarded vendors workers shall NOT "reach" when performing the work described in this specification where a potential fall may occur. Workers shall use a ladder/scaffold or other means to safely perform the work described in this specification.

**EQUIPMENT/SAFETY:**

Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a bid or contract.

Awarded Vendor is required to keep areas free from clutter and debris at all times.

Awarded vendor shall be responsible for leaving the building in a clean and neat condition when the project is finished.

At the end of each workday all areas where work is performed must be left in an as clean as condition as found prior to the start of the project.

Awarded bidder will be responsible for the repair or replacement of any damages to interior or exterior of the premises caused by the contractor during the length of the project.

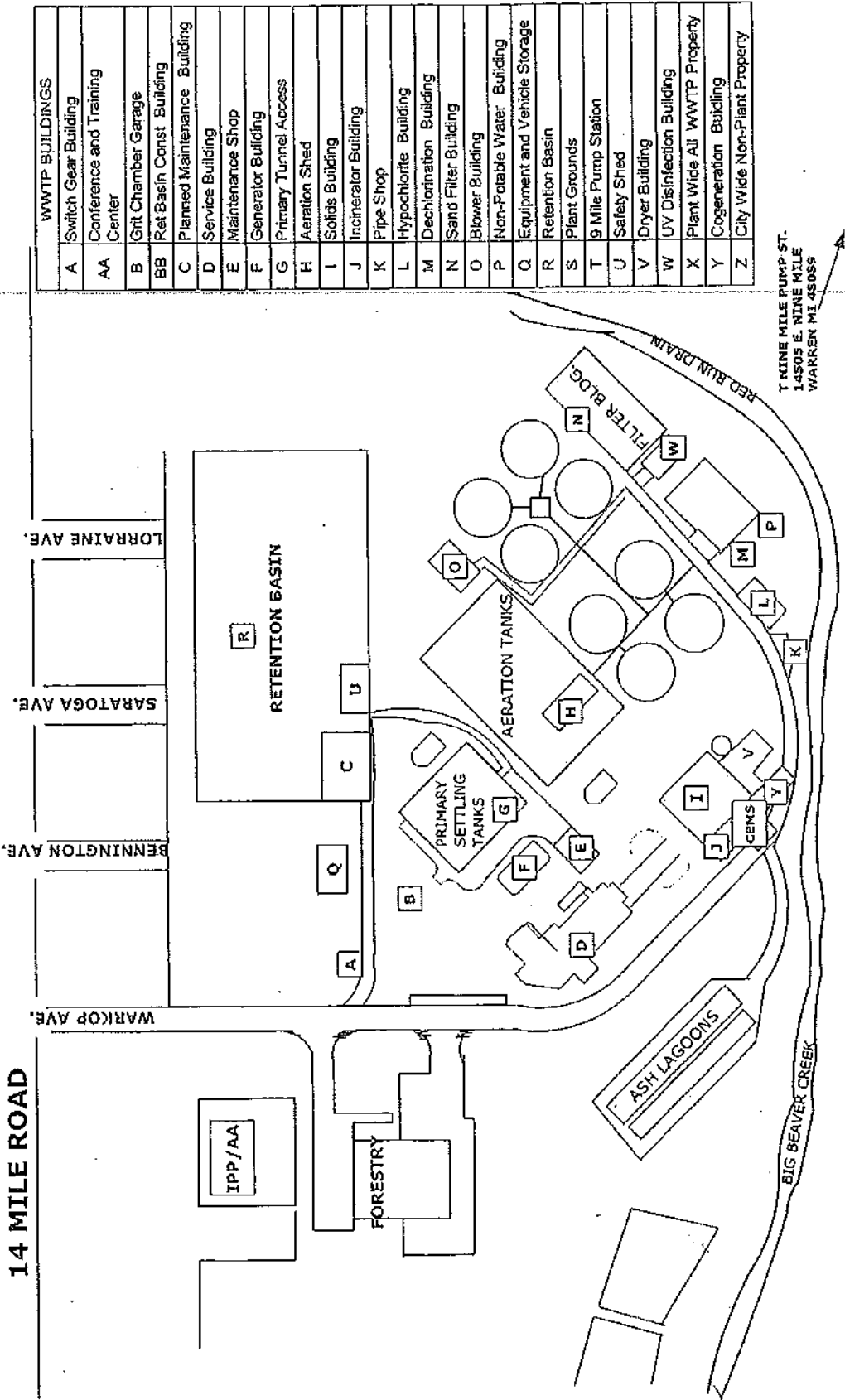
**COMPANY NAME:** CloudSDS Inc.



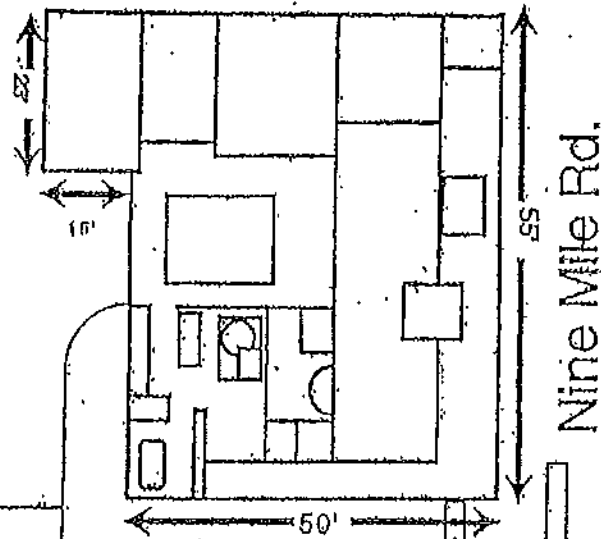
# **APPENDIX A:**

## **MAPS AND FUNCTIONAL SPACE LIST**

# 14 MILE ROAD



14505 E. NINE MILE ROAD  
WARREN, MI 48089  
NINE MILE PUMP STATION - T  
SITE PLAN.  
3095' sq.ft.



Stewart Street.

↑ NORTH  
11



Warren Waste Treatment Plant  
Functional Space List  
Updated (2014)

Facility Code	Facility/Building	Functional Space Code	Functional Space/ Department
24	Switchgear Bldg A	240001	Switchgear Room
25	Grit Chamber B	250001	Grit Room
26	Planned Maint Bldg C	260101	Break Room
		260102	Lubricant Storage
		260103	Misc Storage
		260103A	Flammables Cab #1 ( A ) - Red
		260103B	Flammables Cab #2 ( B ) - Red
		260103C	Flammables Cab #3 ( C ) - Aerosols Red
		260103D	Chemical Storage Cab #4 ( D ) - Blue
		260103E	Chemical Storage Cab #5 ( E ) - Grey
		260104	Bath Room
27	Service Bldg D	270100	Main Office 100
		270101	Instrument'n Shop 101
		270102	Lab - Sample Stor Room 102
		270103	Corridor 103
		270104	Office Storage 104
		270105	Break Room 105
		270106	Tech Office 106
		270107	Cust Closet 107
		270108	Cust Closet/ Elect Room
		270109	Laundry Room 109
		270110	Boiler Room 110
		270111	Computer Room
		270112	Pump Removal Room
		270112A	Drywell
		270113	Lab Storage Room
		270114	Lab I/P Room 114
		270114A	Lab - Flammable/Organics Cab - Yellow
		270117	Lab 117
		270117A	Lab - Workbench Shelves
		270117E	Lab - Hoods
		270117F	Lab - Grey Base Bac
		270117G	Lab - Corrosives Cab - Acid and Base - Grey
		270117H	Lab - Corrosives Cab - Acid - Blue
		270117I	Lab - Flammable and Corrosives Cab - Grey
		270118	Lab - Instrument Room 118
		270119	Mech Room 119
		270120	Lab - Sample Room 120
28	Maintenance Bldg E	280001	Maint Shop Office
		280002	Electrical Shop
		280002A	Flammable Cab - Elec Shop - Yellow
		280003	Maintenance Shop
		280003A	Flammable Cab - Shop Area - Red
		280003B	Flammable Cab - Lathe Room - Red
		280004	Maint Mezzanine
		280005	Maint Break Room
		280006	Mezz - Pls Storage

Facility Code	Facility/Building	Functional Space Code	Functional Space/ Department
		200007	Outside Storage
29	Generator Bldg F	290001	Generator Room
		290002	Ext Underground Tank
30	Primary Tunnel/Access G	300001	Tunnel Area
31	Aeration Shed/Tunnel H	310001	Shed
		310002	Tunnel Area
32	Solids Bldg I	320101	Lunch Room
		320102	Operator Stor Crib
		320103	Decant Tunnel Entrance
		320104	Air Compressor Room
		320106	GBT Room
		320108	Belt Press Room
		320107	Flammable Cab - Solids Bldg. - Red
		320109	Locker Room
		320110	Gasoline Storage Cab - Yellow
		320111	Chem Waste Accumulation Cab - Blue
33	Inclinator Bldg J	330001	Ext CEMS Cycl Stor
		330002	Truckwell
34	Pipe Shop K	340001	Shop
35	Hypochlorite Bldg L	350001	Hypochlorite Storage and Feed Pump Room
		350002	Hypochlorite System Control Room
36	Dechlorination Bldg M	360001	Bisulfite Storage Room
		360002	Chlorine Analyzer Room
37	Sand Filter Bldg N	370001	Main Floor
38	Blower Bldg O	380002	Basement
		380001	Main Floor
39	Non-Potable Water Bldg P	390001	Pump Room
40	Equip/Vehicle Stor Bldg Q	400001	Garage
41	Retention Basin R	410001	Basin
42	Plant Grounds S	420001	Grounds
43	9 Mile Pump Station T	430003	Electric Panel Room
		430009	Exterior Yard
		430008	Flume Room
		430004	Hydraulic Oper Room
		430007	Mid Level Fan Room
		430001	Office Area
		430005	Chemical Storage Cab - Parts Storage Room
		430002	Pump Removal Room
		430006	Rest Room
44	Safety Shed U	440001	Shed
45	Dryer Bldg V	450001	Ferric Chloride Tank
46	Conf-Training Ctr/IPP AA	460002	Break Room
		460007	Conference Room
		460009	Custodial Closet
		460001	IPP Lab
		460005	IPP Office
		460006	Locker Room
		460003	Mechanical Room
		460010	Rest Room
		460008	Storage Room
		460004	Training Room
47	UV Disinfection Bldg W	470001	UV Disinfection Room
51	Cogeneration Bldg Y		

**CHECK LIST FOR BIDDERS**  
**MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.**

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

**COMPANY NAME:** CloudSDS Inc.



***Lori M. Stone, Mayor***

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



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

**ADDENDUM 1**

**RFP-W-1184**

**APRIL 4, 2024**

**REGARDING**

**FURNISH A CHEMICAL INVENTORY AUDIT AND SDS DATABASE MANAGEMENT  
FOR THE CITY OF WARREN WASTE WATER TREATMENT PLANT (WWTP)**

**PLEASE BE ADVISED** of responses to interested vendor's questions that were received in the Purchasing Division office.

- Q1. Considering the vendor performs the audit only once, does the City have a process or set of requirements for ongoing database updates? For example, will the City supply the vendor with updated SDSs as they are received from suppliers, enabling the vendor to update the database with the latest versions of each SDS?
- R1. No, the City is looking for a vendor that keeps the most current versions of each SDS in their database. The WWTP will update our site information and inventory as it changes, but the vendor should be supplying the most up to date information and SDS versions when we need them.
- Q2. Will the City provide the Vendor with estimates of the annual volumes of chemicals ordered to help maintain accurate records of quantities stored in the database?
- R2. No, the City (WWTP) will update our own inventory as it changes.
- Q3. Does the WWTPs have SDSs on file for any of their chemicals currently onsite?
- R3. Yes, the WWTP currently has copies of SDS for each chemical on site as of our last inventory update, but that was several years ago. The inventory/audit is intended to make sure that each SDS is up to date, and each new chemical since the last inventory is accounted for.
- Q4. Does the city have an existing process for approving new chemicals? Is it the vendor's responsibility to establish a chemical approval process, or to manage any aspects of the city's existing process?
- R4. No, once the WWTP has access to the database we will monitor our inventory ourselves as time passes.
- Q5. Can the City provide an estimate of the total number of employees of the City of Warren and the WWTPs?
- R5. The plant (WWTP) has approximately 40 employees that may need access. The whole City won't be sharing this.

- Q6. Will the vendor be assigned a primary point of contact at the WWTPs throughout the duration of the contract period?
- R6. The primary contact will be Andrew Hayman (Joe Kovalcik when Andrew is not available). There will be two junior chemists who will also be trained to respond to any issues, as well.
- Q7. If the audit identifies chemical products that are either discontinued or produced by companies no longer in business and thus unable to provide SDSs, is the vendor responsible for disposing of these products?
- R7. If there are chemicals that need to be disposed of, the audit should identify those. The City will be responsible for the disposal of these chemicals.
- Q8. Does the City or WWTP have an existing list of any "banned" chemicals or materials that are not allowed onsite?
- R8. The WWTP is not aware of a "banned" chemicals list. As long as there is an SDS for the chemical and there is a need for it's use then we allow it on site under proper use and supervision.

**BIDDERS ARE REMINDED:**

Additional information regarding this bid or any questions can be answered by contacting the Purchasing Agent, Craig Treppa, of the City of Warren, Purchasing Division preferably by e-mail, [ctreppa@cityofwarren.org](mailto:ctreppa@cityofwarren.org), Subject: RFP-W-1184.

Sincerely,



Craig Treppa  
Purchasing Agent

Acknowledged by:  \_\_\_\_\_

Company Name: CloudSDS Inc. \_\_\_\_\_



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: JANUARY 6, 2025

TO: MINDY MOORE, WARREN CITY COUNCIL

SUBJECT: ITB-W-9863; INCREASE OF AWARD FOR LAWN MAINTENANCE AND WEED MOWING SERVICES

The Purchasing Division concurs with the Public Service Director and recommends that City Council increase the award for providing lawn maintenance and weed mowing services from RNA Facilities Management (RNA), 717 West Ellsworth Road, Ann Arbor, MI 48108, from an annual amount not to exceed \$97,164.00 to an annual amount not to exceed \$99,324.00.00 (an increase of \$2,160.00), retro-actively for the 2024 mowing season.

On March 26, 2019, Warren City Council approved a two (2) year period, with options to renew for four (4) additional two (2) year periods to RNA Facilities Management (RNA), in an annual amount not to exceed \$97,164.00 to provide lawn maintenance and weed mowing services.

This recommendation, before you today, is for an increase of award, in an annual amount not to exceed \$99,324.00, retro-actively for the 2024 mowing season, and an increase of award, in an annual amount not to exceed \$102,000.00 for the subsequent 2025 and 2026 mowing seasons, due to the anticipated increase in the number of cuts needed per lot.

Funds are available in the following Account: 101-1422-80107.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1-6-2025
Controller:		1-6-2025
MAYOR:		1-7-2025





DEPARTMENT OF PROPERTY  
MAINTENANCE INSPECTION  
ONE CITY SQUARE, SUITE 315  
WARREN, MI 48093-6726  
PHONE# 586-574-4662  
FAX# 586-574-4645

January 6, 2025

RE: Request to Increase the award of ITB-W-9863 RNA Facilities (City Properties/lots)

Mr. Treppa,

Property Maintenance would like to request the initial award for ITB-W-9863, Lawn Maintenance and Weed Mowing Services for City properties and lots, account # 1422-80107 to be increased for the current term subsequent term of the agreement from \$97,164.00 to \$99,324.00 and for the subsequent terms to \$102,000.00 due to the increased cuts and costs to do so.

Respectfully,

A handwritten signature in black ink, appearing to read "Doug Campbell".

Doug Campbell  
Code Enforcement Director

A handwritten signature in black ink, appearing to read "Dave Muzzarelli".

Dave Muzzarelli  
Public Service Director  
Read and concur

**RESOLUTION**

Document No: ITB-W-9863 Increase of Award  
Product or Service: Lawn Maintenance and Weed Mowing Services  
Requesting Department: Property Maintenance

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

On March 26, 2019, City Council approved a two (2) year award to RNA Facilities Management (RNA), 717 West Ellsworth Road, Ann Arbor, MI 48108, in an annual amount not to exceed \$97,164.00, with options to renew for four (4) additional two (2) year periods, for lawn maintenance and weed mowing services.

The Public Service Director is seeking an increase of award from an annual amount not to exceed \$97,164.00 to an annual amount not to exceed \$99,324.00, retro-actively for the 2024 mowing season, and an increase of award, for an annual amount not to exceed \$120,000.00 for the subsequent 2025 and 2026 mowing season.

Funds are available in the following Account: 101-1422-80107.

IT IS RESOLVED, that an increase of award is hereby accepted by City Council for RNA Facilities Management (RNA), in an annual amount not to exceed \$99,324.00, retro-actively for the 2024 mowing season, and an increase of award, for an annual amount not to exceed \$120,000.00 for the subsequent 2025 and 2026 mowing season.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Bid document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MINDY MOORE  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



WARREN POLICE DEPARTMENT  
29900 CIVIC CENTER BLVD.  
WARREN, MI 48093  
(586) 574-4700  
FAX (586) 574-4862 [www.cityofwarren.org](http://www.cityofwarren.org)

November 25, 2024

Warren City Council  
5640 Arden  
Warren, Michigan 48092

Dear City Council Members,

The Warren Police, Warren Fire, Public Service, Assessing, and Parks & Recreation Departments all utilize the Macomb County 800 MHZ radio system. The Maintenance fees are shared among the departments based on the number of radios for each department, which is provided by the Macomb County finance Department. All of the City of Warren Departments are billed under one invoice #AR210578 for the radio maintenance fees. Each Department will pay for their portion of the invoice. The Police Department is responsible for Police, Police Dispatch and CERT fees.

<u>Department</u>	<u>Cost (2023)</u>	<u>Cost (2024)</u>
Fire Department	\$13,035	\$28,455
Police Department	\$37,290	\$80,546
<u>Public Works/Sanitation</u>	<u>\$ 6,025</u>	<u>\$ 8,700</u>
Total	\$56,350	\$117,401

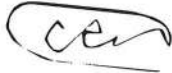
We are requesting approval of funds to pay for the maintenance fees accrued for the use of the 800MHZ radio system. These fees are for the 2023 Macomb County billing cycle. The billing cycle for the 2023 invoice is 10/01/2022-9/30/2023. The billing cycle for 2024 will be from 10/01/2023-9/30/2024.

The cost per radio for each of the 610 Police/Fire/Cert/Dispatch radios is currently \$82.50 each. The cost for the 241 level 2 radios for public Works/Sanitation is \$25.00 per radio.

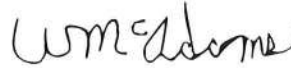
The 800MHZ radio system is vital to the operation of the City of Warren and its services. It allows for the dispatch of runs to Police/Fire and allows communication between the other departments for efficiency. The 800MHZ system, also allows us to be in communication with other police and fire departments should a large-scale catastrophe occur. These maintenance fees are collected from 70 Macomb organizations on the system and covers operation and radio tower infrastructure, which reduces the overall cost to each organization.

The final cost for the 2023 calendar year is \$56,350. As we have not yet received the 2024 invoice or finalized pricing, the billing for next year is still an estimate. Per Macomb County Emergency Management and Communications as well as the City of Warren Controller's Office, our bill for the 2024 billing cycle should not exceed \$117,401. The necessary funds have been approved in each department's fiscal year budgets (see attached table for cost allocations).

Respectfully Submitted,



Charles Rushton  
Police Department



Wilburt McAdams  
Fire Department



David Muzzarelli  
Public Services



F. Scott Miller  
Assessing Department



Anthony Casasanta  
Parks & Recreation



Craig Treppa  
Purchasing Agent

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

Signature

Date:

Budget Director: \_\_\_\_\_

Controller: \_\_\_\_\_

Mayor: \_\_\_\_\_

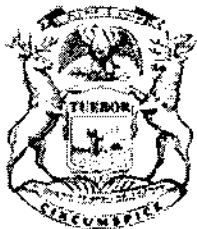


1/6/2025

1-6-2025

1-7-2025





**STATE OF MICHIGAN  
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**

to

Contract Number **190000001544**

<b>CONTRACTOR</b>	MOTOROLA SOLUTIONS INC	<b>STATE</b>	Kate Jannereth	DTMB
	500 W. Monroe St.		517-881-1031	
	Chicago, IL 60661		jannerethk@Michigan.gov	
	Melanie Leenhouts		Valerie Hiltz	DTMB
	616-706-1723		(517) 249-0459	
	melanie.leenhouts@motorolasolutions.com		hiltzv@michigan.gov	
	CV0016903			

**CONTRACT SUMMARY**

MPSCS CONTINUED SYSTEM UPDATES, EQUIPMENT, MAINTENANCE AND UPGRADES, AND ANCILLARY SYSTEMS PRODUCTS

October 1, 2019	December 31, 2029	0 - 0 Year	December 31, 2029
NET 45		As per Delivery Order	
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

N/A

**DESCRIPTION OF CHANGE NOTICE**

<input type="checkbox"/>	<input type="checkbox"/>	December 31, 2029
\$99,900,000.00	\$0.00	\$99,900,000.00

**DESCRIPTION**

Effective July 1, 2021 this contract is adding scope to Schedule A via Attachment 10- Critical Connect Subscription Service, adding Schedule H- Subscription Services Schedule, and updating Schedule B, all as attached.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.

Macomb County  
120 N. Main St.  
2nd Floor  
Mt. Clemens, MI 48043



# INVOICE

<https://www.macombgov.org>  
(586) 469-5251

Date	Invoice Number
09/13/2024	AR24001185

Payment Terms	Due Date
Immediate	09/13/2024

COPY

<b>Bill To:</b> CITY OF WARREN CONTROLLER'S OFFICE ATTN: L FINNIGAN ONE CITY SQUARE, STE 425 WARREN, MI 48093 United States of America
---

<b>Remit To:</b> Macomb County Attn: Accounts Receivable 120 N. Main St. 2nd Floor Mt. Clemens, MI 48043 United States of America (586) 469-5251
---

Page 1 of 1

Purchase Order Number			Customer ID
			C000022
Quantity	Item Description	Price Each	Amount
610	MPSCS FEES (610 RADIOS @ \$82.50)	82.50	50,325.00
241	MPSCS FEES (241 RADIOS @ \$25.00)	25.00	6,025.00

Net Amount:	56,350.00
Tax	0.00
Total Invoice Amount	USD \$6,350.00

**RESOLUTION**

Document No: MAC-W-1414

Product or Service: Mobile Radio Maintenance Fees

Requesting Department: Various Departments

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Pursuant to Section 2-344 of the Code of Ordinances, the City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurement units.

Upon performing a diligent inquiry, the City has determined that it is necessary in the interests of the Police, Fire, Public Service, Assessing, and Parks & Recreation Departments, and the City, to acquire maintenance services for approximately 851 mobile radios pursuant to cooperative purchasing.

The City recommends the awarding the annual maintenance for these radios to the County of Macomb Finance Department 120 North Main Street, 2<sup>nd</sup> Floor Mount Clemens, MI 48043-5622, in the amount of \$56,350.00 for the period October 1, 2022

through September 30, 2023 (2023) and an amount not to exceed \$117,401.00 for the period October 1, 2023 through September 30, 2024 (2024).

Macomb County coordinated a county-wide pricing deal with the State of Michigan that is extendable to the City of Warren through the Macomb County Collaborative Radio Maintenance Fees utilizing the State of Michigan MiDeal Contract #190000001544.

The purchasing agent has conducted a review and concurs with the cooperative purchasing.

Funds are available in the following Accounts listed on the attached document.

IT IS RESOLVED; that the Maintenance Fees are hereby accepted by City Council in a total amount not to exceed \$56,350.00 for the period October 1, 2022 through September 30, 2023 (2023) and an amount not to exceed \$117,401.00 for the period October 1, 2023 through September 30, 2024 (2024).

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Cooperative Bid Document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_



RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,  
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution  
adopted by the Council of the City of Warren at its meeting held on  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk

COST ALLOCATION - 10-1-22 THROUGH 9-30-23 (2023)				
DEPARTMENT	ACCOUNT NUMBERS	QTY:	UNIT COST	TOTAL COST
ASSESSING	101-1209-85300	3	\$25.00	\$75.00
BUILDING MAINTENANCE	101-1265-85300	10	\$25.00	\$250.00
POLICE	101-1301-85300	452	\$82.50	\$37,290.00
FIRE	101-1336-85300	158	\$82.50	\$13,035.00
BUILDING	101-1371-85300	52	\$25.00	\$1,300.00
PROPERTY MAINTENANCE	101-1421-85300	5	\$25.00	\$125.00
DPW	101-1442-85300	60	\$25.00	\$1,500.00
ENGINEERING	101-1447-85300	2	\$25.00	\$50.00
P&R	208-9208-85300	14	\$25.00	\$350.00
SANITATION	226-9226-85300	35	\$25.00	\$875.00
WATER	592-1540-85300	32	\$25.00	\$800.00
WATER-ACCOUNTING	592-1560-85300	2	\$25.00	\$50.00
WWTP	592-1580-85300	26	\$25.00	\$650.00
TOTALS:		851		\$56,350.00



**CITY CONTROLLER'S OFFICE**

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

January 6, 2025

Council Secretary  
City of Warren, Michigan

Re: Request for an Adjustment in Budgeted Revenues and Appropriations for Indigent  
Defense Special Revenue Fund

Dear Council Secretary Moore:

Upon review, there is a need to this Council for an adjustment in budgeted revenues and appropriations in the amount of \$295,848.53. This budget amendment is needed to account for the receipt of the Indigent Defense Grant - Agreement E20250097-00 and to transfer budgeted appropriations in the amount of \$123,769.06 to comply with state law.

The State of Michigan's MIDC grant agreement E20250097-00 is being presented for Council authorization concurrent with this budget amendment on January 6, 2025.

This grant requires the use of FY24 unspent grant funds of \$2,544,825.66.

A copy of an amending budget resolution is attached for Council action.

Respectfully,

Kristina K Battle  
Budget Director

Approved: 

Lori M. Stone, Mayor

cc: Richard Fox  
Annette Gattari-Ross

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS  
FOR FISCAL 2025 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_  
and supported by Council Member \_\_\_\_\_

WHEREAS, the budget for fiscal year July 1, 2024 to June 30, 2025 was adopted by Council  
on May 14, 2024, and

WHEREAS, the Budget Director and the 37<sup>th</sup> District Court have indicated a need to this  
Council for an adjustment to reduce total budgeted revenues and appropriations in the amount of  
\$295,848.53 to account for the Indigent Defense Grant Number E20250097-000 grant award in the  
amount of \$2,159,618.97, and

WHEREAS, Grant Agreement E20250097-00 with the State of Michigan (MIDC – Department  
of Licensing and Regulatory Affairs) was awarded by the State of Michigan on December 5, 2024 and is  
seeking authorization by this Council concurrent with this request for adjustment, and

WHEREAS, the grant award requires the City of Warren to match \$123,769.06, which is  
currently budgeted in the 37<sup>th</sup> District Court – Transfer to Indigent Defense, and the use of FY24 unspent  
grant funds of \$2,544,825.66,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original  
General Appropriation Resolution for Fiscal 2025 Budget, approves the reduction of total revenues and  
appropriation of funds to the following budget line items in the Indigent Defense Special Revenue Fund  
in the amount of \$295,848.53.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Revenues:</u>		
259-0000-39001	Fund Balance Adjustment	\$ (295,848.53)
<u>Expenditures:</u>		
259-9259-70600	Permanent Employees	68,640.37
259-9259-71500	Social Security	5,221.91
259-9259-71900	Employee Insurances	13,352.94



259-9259-71905	Retirement Health Savings	1,397.79
259-9259-72201	Retirement Fund – Defined Contribution	6,989.02
259-9259-72700	Office Supplies	2,754.34
259-9259-80100	Contractual Services	4,132.50
259-9259-80301	Unemployment Costs	0.21
259-9259-82601	Counsel for Indigents	(398,337.60)
		<u>\$ (295,848.53)</u>

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Michigan Indigent Defense Commission Special Revenue Fund for fiscal 2025 in the amount of \$295,848.53.

AYES: Council Members \_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN )

) SS

COUNTY OF MACOMB )

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on \_\_\_\_\_.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk

## Compliance Plan and Cost Analysis Renewal - FY 2025

### Applicant

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220447

#### 1. Applicant Information

- a. Applicant Name City of Warren
- b. Organizational Unit D 37 - Warren and Centerline
- c. Address 8300 Common Rd.
- d. Address 2
- e. City Warren State MI Zip 48093
- f. Federal ID Number 58-6572492 Reference No. Unique Entity Id.
- g. Agency's fiscal year (beginning month and day) October-01
- h. Agency Type
- ☒ City ☐ Township ☐ County
- ☐ Village

#### 2. Project Information

- a. Project Name Compliance Plan and Cost Analysis Renewal - FY 2025
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2025
- e. Amount of Funds Requested \$2,035,849.91 Project Cost \$2,159,618.97
- f. Agency Local Share: 123,769.06

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**3. Contacts**

**a. Project Director / Primary Contact**

Name Richard Cervenak  
Title MAC Administrator  
Mailing Address 8300 Common Rd  
City Warren State MI Zip 48093  
Telephone (586) 574-4991 Fax  
E-mail Address RCervenak.WarrenMIDC@gmail.com

**b. Authorized Official**

Name Kristina Battle  
Title Financial Officer  
Mailing Address One City Square  
City WARREN State MI Zip 48093  
Telephone (586) 574-4593 Fax  
E-mail Address kbattle@cityofwarren.org

**c. Project Director / Primary Contact**

Name Joseph Vaglica  
Title Admin Assistant  
Mailing Address 8300 Common Rd  
City Warren State MI Zip 48093  
Telephone (586) 574-4991 Fax  
E-mail Address jvaglica@37thdistrictcourt.org

**d. Financial Officer**

Name Kristina Battle  
Title Chief Financial Officer  
Mailing Address 8300 Common Rd.  
City Warren State MI Zip 48093  
Telephone (586) 524-6616 Fax  
E-mail Address kbattle@cityofwarren.org

## Additional Information

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### Submitter Information

Funding Unit/System Name: D 37 - Warren and Centerline

- ☒ I hereby certify that I am authorized to submit the application and the information and representations contained in the application is true and correct.

#### Submitted By (include name, title, email address and phone number):

Name: Joseph Vaglica  
Title: Admin Assistant  
Email Address: jvaglica@37thdistrictcourt.org  
Phone Number: (586) 574-4991  
Date: 04/11/2024  
Signature: Joseph Vaglica

### Delivery System Model

1. What type of indigent defense delivery system do you have currently? (indicate all that apply):

- ☐ Public Defender Office (county employees)  
☐ Public Defender Office (non-profit/vendor model)  
☒ Managed Assigned Counsel System (Name of MAC Attorney Manager and P#):  
[Richard Cervenak P82506]  
☐ Contract Defender System  
☐ Regionalized system or coordination with other trial court funding units

If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled *Delivery System Reform Models (2016)*, posted here: <https://michiganidc.gov/resources>. Questions can also be directed to your MIDC Regional Manager.

2. Are you proposing to change your type of indigent defense delivery system for next year? Please respond Yes or No. ☐ Yes ☒ No
3. If you are changing your indigent defense delivery system, what model do you plan to use next year?



## Standard 1 - Training and Education

FOR OFFICE USE ONLY:

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APP # 220447

### Standard 1

#### Training of Attorneys

4. Number of attorneys who accept adult criminal defense assignments as of October 1 47

5. Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1 1

In EGrAMS, please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults and qualification level for assignments.

6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

Macomb County budgets for paying for all training for the Macomb County District Courts. All new attorneys will receive 16 hours of skills training through the MCBA/CDAM in addition to the 12 hours of annual training.

7. Please describe your system's training plan, including how compliance will be tracked for reporting requirements:

Macomb County budgets for the training of the attorneys who practice in the Macomb County District Courts. Unlimited training (except for trial college) is available through the MCBA/CDAM. All experienced attorneys will be required to complete 12 hours of training each year.

Notification of training hours is provided by the local bar association. The MACC and Indigent Defense Coordinator will track and verify.

Will you require your attorneys to submit attendance directly through the MIDC's continuing legal education database provider, CE Broker? ☒ Yes ☐ No

If no, please describe how attendance will be tracked and reported to the MIDC:

8. If an attorney does not complete the required training, how will the system address the noncompliance?

The MACC will suspend noncompliant attorneys until they meet the requirements.

## Standard 2 - Initial Interview

FOR OFFICE USE ONLY:

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APP # 220447

### Standard 2

#### Initial Client Interviews

9. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

The MACC will establish the rotation for attorney assignments. The MACC or the Indigent Defense Coordinator will adhere to this rotation when making appointments. Attorneys will be promptly notified of appointments in person, by email, or by phone for emergencies.

10. How are you verifying that in-custody attorney client interviews occur within three business days?

Attorneys are required to include this information on each billing form. The forms will be reviewed by the Indigent Defense Coordinator or the MACC to verify compliance before processing. The MACC will investigate any instances of noncompliance.

11. How are you verifying attorneys' introductory communications with out-of-custody clients?

Attorneys are required to include this information on each billing form. The forms will be reviewed by the Indigent Defense Coordinator or the MACC to verify compliance before processing. The MACC will investigate any instances of noncompliance.

12. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Attorneys bill \$125 per hour for all initial interviews.

#### Confidential Meeting Spaces

- |  |    |
|--|----|
| 13. How many confidential meeting spaces are in the jail?                              | 22 |
| 14. What is the TOTAL amount of confidential meeting spaces in the courthouse?         | 7  |
| 15. How many confidential meeting spaces in the courthouse are for in-custody clients? | 2  |

Please describe these spaces.

Each space includes desks and chairs for the parties and ensures confidentiality. Attorneys can share documents with in-custody clients by handing them to the deputy for delivery.

Warren:

Three rooms are designated for upper-level (non-custody) visitation.

One room is designated for lower-level (in-custody) visitation.

Additional spaces can be used when available and needed.

Center Line:

One room at the police station for in-custody.

Two rooms at the court for non-custody.

- |  |   |
|--|---|
| 16. How many confidential meeting spaces in the courthouse are for out-of-custody clients? | 5 |
|--|---|

Please describe these spaces.

Warren: Three private rooms.

Center Line: Two private rooms.

17. Any changes from the prior year's compliance plan for your confidential meeting spaces? Please respond Yes or No. ☐ Yes ☒ No

If Yes, please describe the proposed changes.

### Standard 3 - Investigation and Experts

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APP # 220447

#### Standard 3

##### Experts and Investigators

18. The MIDC Standards require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:
- Attorneys must submit a written request for experts to the MACC for review and approval. The Indigent Defense Coordinator will track all requests.
19. Any change from the prior year's process to request expert witness assistance? ☐ Yes ☒ No  
Please respond Yes or No.
- If yes, please explain the change:
20. Describe the process of how attorneys request investigative assistance:
- Attorneys must submit a written request for investigative assistance to the MACC for review and approval. The Indigent Defense Coordinator will track all requests.
21. Any change from the prior year's process to request investigative assistance? ☐ Yes ☒ No  
Please respond Yes or No.
- If yes, please explain the change:
22. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system?  
Please include approved and denied requests.
- The Indigent Defense Coordinator will track all requests, whether approved or denied.



## Standard 4 - Counsel at First Appearance

FOR OFFICE USE ONLY:

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APP # 220447

### Standard 4

#### Counsel at First Appearance and Other Critical Stages

23. The MIDC Standards require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

The Indigent Defense Coordinator under the MACC's guidance, will schedule attorneys.

For arraignments at Warren, one attorney is needed for out-of-custody defendants and one for in-custody defendants, each for a half-day on weekdays. The in-custody attorney may need to work a full day due to docket congestion, case backlog, and special police operations.

For arraignments at Center Line, one attorney is needed for a full day once a week.

24. How are you providing counsel at all other critical stages? Please provide details:

The system will use house counsel for shift dockets and will also make individual assignments of cases.

25. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages.

Attorneys will be paid \$125 per hour.

26. Do you have a prison in your County? ☒ Yes ☐ No

If Yes, how is counsel provided to people charged with crimes while incarcerated in the prison?

The prison is not in Warren or Center Line, thus we do not generally have opportunities to provide counsel to prison inmates for prison offenses.

Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections? ☐ Yes ☒ No

27. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No. ☒ Yes ☐ No

28. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

We use the SCAO Plea by Mail form to inform defendants of their right to counsel. Defendants requesting appointed counsel will be referred to house counsel or assigned an attorney.

29. Any change from the prior year's attorney compensation for Standard 4? Please respond Yes or No. ☒ Yes ☐ No

If yes, please describe in the cost analysis.

## Standard 5 - Attorney Assignment

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### Standard 5

The MIDC Standards require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

30. How will attorneys be selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the selection process:

Attorneys seeking to receive assignments from the system will apply to the MACC. The MACC will assess their experience and CLE compliance to determine eligibility for the MACC's roster.

31. Will the selection process be facilitated by a committee of stakeholders? ☒ Yes ☐ No

If so, please list the titles of participating officials, agencies, or departments as appropriate.

32. Who will approve an attorney's eligibility to receive assigned cases? MACC

33. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

Person's Name: Richard Cervenak

Title: Managed Assigned Counsel Coordinator

Employer and/or Supervisor: The City of Warren

34. Who will review and approve attorney billing? MACC & Indigent Defense Coordinator

35. Who will approve requests for expert and investigative assistance? MACC

36. Who will review and approve expert and investigative billing? MACC

37. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

If a roster attorney disagrees with the MACC's decision on casework selection or appointment, they may request a review by emailing a copy of the MACC's decision and rationale for revision to the designated appeal partner (Chase Robl). The appeal partner (Chase Robl) will provide a decision to the attorney and MACC within seven days of receiving the request.

38. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

If a roster attorney disagrees with the MACC's decision on the reviewal/approval of billing, they may request a review by emailing a copy of the MACC's decision and rationale for revision to the designated appeal partner (Chase Robl). The appeal partner (Chase Robl) will provide a decision to the attorney and MACC within seven days of receiving the request.

39. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

If a roster attorney disagrees with the MACC's decision concerning a request for expert or investigative assistance, they may request a review by emailing a copy of the MACC's decision and rationale for revision to the designated appeal partner (Chase Robl). The appeal partner (Chase Robl) will provide a decision to the attorney and MACC within seven days of receiving the request. If the attorney is still aggrieved, they can file a motion with the judge in their case.

## Standard 6 - Indigent Defense Workloads

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # 220447

### Standard 6

#### Indigent Defense Workloads

40. Public defender offices, assigned counsel, and contract attorneys should not exceed the caseload levels adopted in MIDC Standard 6. Are there sufficient attorneys in your funding unit to meet the caseload standard? Please answer Yes or No ☒ Yes ☐ No

41. Does the system currently have a process to monitor caseloads? Please answer Yes or No ☒ Yes ☐ No

If yes, please briefly describe your current process for monitoring and auditing caseloads.

The MACC and the Indigent Defense Coordinator have a data collection and tracking process within our court.

We use an Excel spreadsheet for each attorney to track the attorney's hours regarding appointments and arrangements.

We use an Excel spreadsheet that tracks each attorney's caseload (# of cases, not defendants).

If no, what will your plan be for monitoring and auditing caseloads?

42. How many attorneys in your system maintain a private/retained or a partial trial-level criminal caseload? (For example, an attorney working on civil matters, youth defense, family legal matters, appellate cases, etc.)

☐ None

☐ 1 - 9

☒ 10 - 49

☐ 50+

43. Who will be responsible for monitoring and auditing caseload calculations? MACC and the Indigent Defense Coordinator

44. How will caseloads be locally monitored throughout the year? How will attorneys be notified when they have reached their caseload cap?

Caseloads will be monitored through data collected by the Indigent Defense Coordinator. Attorneys will be notified via email when approaching their caseload cap.

45. Will you have a process to gather information about an attorney's caseload or assignments from other funding units?

At this point, we don't have a process developed. We are currently in discussions with multiple MACCs within Macomb County to develop the most suitable process.

46. What action will be taken when the caseload cap is reached?

The MACC will temporarily suspend attorneys from receiving assignments when the caseload cap is reached.



## Standard 7 - Qualification of Counsel

FOR OFFICE USE ONLY:

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APP # 220447

### Standard 7

#### Qualification of Counsel

47. Eligibility for particular case assignments must be based on counsel's ability, ☒ Yes ☐ No  
training and experience. Are there sufficient attorneys in your funding unit to meet  
the caseload standard? Please answer Yes or No

Does your funding unit currently have a process to identify qualifications of counsel ☒ Yes ☐ No  
for particular assignments? Please answer Yes or No.

If yes, briefly describe your current process for identifying counsel's qualifications.

Attorneys requesting to join our systems roster will undergo an assessment by the MACC to  
determine their eligibility for handling misdemeanor cases based on qualification level.

If no, what will your plan be to identify counsel's qualifications?

48. Who will be responsible for assessing counsel's qualifications? MACC
49. How will attorneys be notified of their qualification level? During initial discussion  
with MACC
50. What will be your appeal process if a private/roster attorney disagrees with their qualification level?  
If a roster attorney disagrees with the MACC's decision on their qualification level, they may request  
a review by emailing a copy of the MACC's decision and a rationale for revision to the designated  
appeal partner (Chase Robl). The designated appeal partner (Chase Robl) will provide a decision to  
the attorney and MACC within seven days of receiving the request.

#### Review of Counsel

51. The quality of the representation provided by indigent defense providers must be ☒ Yes ☐ No  
monitored and regularly assessed. Does your system currently have a process to  
review counsel? Please answer Yes or No.

If yes, briefly describe your current process for reviewing counsel, including participants in the review process.

The MACC engages in court watching each quarter to review counsel and we are currently  
in discussions with multiple MACCs within Macomb County to further develop  
enhancement of the process.

If no, what will your plan be for reviewing counsel?

52. Who will be responsible for reviewing counsel? The MACC engages in court watching each  
quarter to review counsel and we are  
currently in discussions with multiple  
MACCs within Macomb County to further  
develop enhancement of the processWe  
are currently in discussions with multiple  
MACCs within Macomb County to develop  
the most suitable process.

53. How often will the reviews occur?

One review every three years for each attorney

## Determining Indigency, Contribution, Reimbursement

FOR OFFICE USE ONLY:

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APP # 220447

### Determining Indigency, Contribution, Reimbursement

54. Will judges and/or court staff conduct all indigency screening in every proceeding? ☐ Yes ☒ No  
Please answer Yes or No

If no, who will screen for indigency? Indigent Defense Coordinator

Is this screener the Appointing Authority? ☐ Yes ☒ No

If the screener is not the Appointing Authority, does the Appointing Authority oversee the screening process? ☒ Yes ☐ No

Briefly describe your process for screening for indigency.

When an individual requests an appointed attorney, they must complete the MC222 form. The court will submit the form to the Indigent Defense Coordinator for review using the MIDC's indigency guidelines. If the form is incomplete, we attempt to follow up with the individual. If the request is denied, the individual will receive a copy of the denial with an explanation, a form for requesting a court review, and a letter explaining the appeal process.

What is the process for appealing a determination that a person does not qualify for appointed counsel?

The individual will ask the judge on their case to review.

55. Are you designating an Appointing Authority to conduct indigency screening for purposes of MCR 6.005(B)? ☒ Yes ☐ No

Will you seek contribution from partially indigent defendants? ☐ Yes ☒ No

56. In cases where contribution is appropriate, who is going to make request with the court for contribution?

57. In cases where contribution is appropriate, what is your process for determining the amount that a person should contribute during the pendency of the case to their defense?

58. What is your process for obtaining contribution?

59. What is the process for challenging a request for contribution?

60. Do your courts/judges order reimbursement for attorney fees at the conclusion of a case? ☒ Yes ☐ No

## Attorney Compensation

FOR OFFICE USE ONLY:

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### Attorney Compensation

61. The MIDC Standards set minimum hourly rates for roster attorneys accepting assignments in adult criminal cases. Are ALL roster attorneys (not full time employees of a public defender office) paid on an hourly basis? ☒ Yes ☐ No

If yes [hourly rates are paid], is there any cap or maximum on the hours that can be billed? ☐ Yes ☒ No

If yes, please explain.

If no [hourly rates are not paid], please describe how attorneys are compensated (flat rate contract, event based, shift coverage, etc). **Please address the following:**

**Are attorneys compensated based on caseloads and does the compensation account for increases or decreases in caseload size?**

**What other factors were considered in arriving at the payment?**

**Are attorneys able to seek extraordinary compensation?**

**How do attorneys seek reimbursement for case-related expenses?**

**How will your system demonstrate that the compensation is equivalent to the MIDC minimum hourly rates? (type of invoicing, etc).**

62. All roster attorneys should be provided regular, periodic payments.

How often are attorney invoices processed and paid? Biweekly

In lengthy cases, is periodic billing and payment during the course of representation allowed? ☒ Yes ☐ No



## Miscellaneous

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### Personnel

In the cost analysis, please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

#### Ancillary Staff

63. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

64. Do you have any ancillary staff? Please answer Yes or No. ☐ Yes ☒ No

If yes, what standard(s) or reporting needs do they meet?

If yes, how are you tracking time for ancillary staff?

65. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No. ☐ Yes ☒ No

If yes, please explain in the cost analysis and attach documentation to support the request for any increase.

66. Are any new ancillary staff positions or hours requested from the prior year? Please answer Yes or No. ☐ Yes ☒ No

If yes, please explain in the cost analysis and attach documentation to support the new request.

### Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY24, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs? ☐ Yes ☒ No

If yes, do you have receipts showing that non-funding unit employees have been paid? ☐ Yes ☒ No

What is the amount you are seeking in reimbursement?

### Costs Associated with Data Collection

The MIDC shall fund reasonable costs associated with data required to be collected under the MIDC Act that is over and above the local unit of government's data costs for other purposes pursuant to MCL 780.993 (10).

Are you requesting funding for costs associated with data collection? ☐ Yes ☒ No

If yes, please describe (cost for case management system, hiring personnel, etc.)

What is the amount you are seeking for this funding? \$

## Reminders

- You must also complete a cost analysis.
- In order to complete your application, you must update or confirm the list of the attorneys providing services with P numbers.
- If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

### List of the attorneys providing services

#### Attorneys Accepting Assignments

Name of Attorney	Bar Number	Title	Type of Office	Years Practicing Criminal Defense in Michigan
Alayan, Christopher	73656		Private Attorneys	14.0
Biernat, Jonathan	68736		Private Attorneys	19.0
Branch, William	26846		Private Attorneys	48.0
Burdi, Caren	42682		Private Attorneys	35.0
Canu, Andrew	55344		Private Attorneys	28.0
Cervenak, Richard	82506		Private Attorneys	6.0
Choulagh, Avis	77447		Private Attorneys	11.0
Chupa, Jennifer	53440		Private Attorneys	26.0
Cole, Susan	48846		Private Attorneys	31.0
DiBartolomeo, Kimberly	74103		Private Attorneys	14.0
Donofrio, Angelo	81836		Private Attorneys	7.0
Freers, Dana	65756		Private Attorneys	20.0
Gruenburg, Roy	74828		Private Attorneys	13.0
Hilfer, James R.	68899		Private Attorneys	19.0
Hryshko, Sonya	49642		Private Attorneys	30.0
Kipke, Larry	39926		Private Attorneys	37.0
Kroll, Pamela	76598		Private Attorneys	12.0
Lemke, Karen L.	35919		Private Attorneys	41.0
Licata, Matthew	60354		Private Attorneys	25.0
Lubinski, Kimberly M.	62542		Private Attorneys	23.0
Lundquist Jr., Eric	56790		Private Attorneys	25.0
Lundquist, Michelle	64746		Private Attorneys	22.0
Macherzak, Michael	31172		Private Attorneys	44.0

Miscellaneous for Compliance Plan and Cost Analysis Renewal - FY 2025  
Agency: City of Warren  
Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

Malkiewicz, Jason	61242		Private Attorneys	23.0
Manzella, Vincenzo	61801		Private Attorneys	22.0
Metry, Christopher	74794		Private Attorneys	13.0
Misukewicz, Paul	60983		Private Attorneys	24.0
Murray, Carole A.	30835		Private Attorneys	45.0
Ogden, Bill	58692		Private Attorneys	26.0
Pernicano, Joseph S.	84918		Private Attorneys	3.0
Pietroski, David	43312		Private Attorneys	34.0
Rooney, James B.	42323		Private Attorneys	35.0
Scally, Paul	64366		Private Attorneys	20.0
Schneider, Kevin	54175		Private Attorneys	27.0
Sinutko, David	52801		Private Attorneys	29.0
Taylor, Genevieve	72797		Private Attorneys	15.0
Trojanowski, Edward	76616		Private Attorneys	12.0
Vrana, Mark	67604		Private Attorneys	20.0
Walton, Dawn	48974		Private Attorneys	31.0
Weihermuller, Deborah	64851		Private Attorneys	22.0
Worden, David	58902		Private Attorneys	26.0
Wrobel, Kenneth	44176		Private Attorneys	34.0
Bukowski, Paul	72658		Private Attorneys	15.0
Warda, Nina	87186		Private Attorneys	1.0
Piccirilli, Adriana	85378		Private Attorneys	3.0

## Cost Analysis

### Instructions for Completion of the Fiscal Year 2024 Cost Analysis

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services? ☒ Yes ☐ No



Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
Agency: City of Warren  
Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

FOR OFFICE USE ONLY:		Version # _____	APP # 220447				
	Line Item	Qty	Rate	Units	UOM	Total	State Grant
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
	Indigent Defense Coordinator Notes :	1.0000	37.200	1950.000	HRS	72,540.00	72,540.00
2 Fringe Benefits							
	Employer FICA Notes : 7.65% = 5,249.12	0.0000	7.650	72538.460		5,549.19	5,549.19
	Retirement Notes : 10% = 6,861.60	0.0000	10.000	72538.460		7,253.85	7,253.85
	Health Insurance Notes : Hospital/Healthcare	0.0000	28.572	72538.460		20,725.69	20,725.69
	Dental Insurance	0.0000	1.480	72538.460		1,080.82	1,080.82
	Unemployment Insurance	0.0000	0.828	72538.460		600.62	600.62
	Workmens Compensation Notes : Workers Comp. x .26% x 1/2 = 89.20	0.0000	0.130	72538.460		94.30	94.30
	Life Insurance Notes : Life Insurance  .296 / 1000 for 12 months = 243.72	0.0000	0.356	72538.460		258.24	258.24

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025  
Agency: City of Warren  
Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Short Term / Long Term Disability Notes : Short-term disability: 1/2 weekly / 10 x .575 = 455.24  Long-term disability: monthly wage / 100*.185 for 12 months = 126.94	0.0000	0.897	68617.000		615.49	615.49
Retirement Notes : H S A 2%	0.0000	2.000	72538.460		1,450.77	1,450.77
<b>Total for Fringe Benefits</b>					37,628.97	37,628.97
<b>Total Program Expenses</b>					110,168.97	110,168.97
<b>Contractual</b>						
<b>1 Contracts for Attorneys</b>						
Managed Assigned Counsel Administration	1.0000	125.000	1060.000	HRS	132,500.00	132,500.00
Assigned Counsel Notes : This is the time needed for shift work.  Warren In-Custody Arraignments: 246 anticipated shifts, \$120 per hour, 7 hours estimated, for a total of \$206,840.00.  Warren Out-of-Custody (in-courtroom) Arraignments: 246 anticipated shifts, \$120 per hour, 4 hours estimated, for a total of \$118,080.00.  Warren Out-of-Custody (in-courtroom) Arraignments: 142 anticipated shifts, \$120 per hour, 2 hours estimated, for a total of \$34,080.00.	1.0000	125.000	3182.000	HRS	397,750.00	397,750.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

Agency: City of Warren

Application: Compliance Plan and Cost Analysis Renewal - FY 2025

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
	Center Line Arraignments: 48 anticipated shifts, \$120 per hour, 4 hours estimated, for a total of \$23,040.00.						
	Total for shift work: 381,840.00						
	Assigned Counsel Notes : This is an estimate of the time needed for hourly work.	1.0000	125.000	12000.000	HRS	1,500,000.00	1,500,000.00
<b>Total for Contracts for Attorneys</b>						2,030,250.00	2,030,250.00
<b>2</b>	<b>Contracts for Experts and Investigators</b>						
	Investigators	1.0000	100.000	30.000	HRS	3,000.00	3,000.00
	Experts	1.0000	12000.000	1.000	MIDC	12,000.00	12,000.00
<b>Total for Contracts for Experts and Investigators</b>						15,000.00	15,000.00
<b>3</b>	<b>Contracts for Construction</b>						
<b>4</b>	<b>Contracts Other</b>						
<b>Total Contractual</b>						2,045,250.00	2,045,250.00
<b>Other Expenses</b>							
<b>1</b>	<b>Equipment</b>						
<b>2</b>	<b>Training/Travel</b>						
<b>3</b>	<b>Supplies/Services</b>						
	Zoom Notes : A zoom license is needed (and a zoom connector for	1.0000	700.000	0.000	FS	700.00	700.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

Agency: City of Warren

Application: Compliance Plan and Cost Analysis Renewal - FY 2025

Line Item	Qty	Rate	Units	UOM	Total	State Grant
the polycom) for in-custody arraignments. The courtroom zoom licenses used for the court are not able to handle the additional traffic. The increased amount of traffic interferes with the communications between the CAFA attorney and individuals in custody.						
Further, it's a benefit for the CAFA attorney to zoom in remotely. Also, if an attorney calls off last minute, it's much more efficient to find an attorney to jump on zoom as opposed to coming in person.						
We have noticed that conducting arraignments via zoom has been beneficial to all parties.						
Office Supplies Notes : Paper, forms, toner, supplies.	1.0000	3500.000	0.000	FS	3,500.00	3,500.00
Total for Supplies/Services					4,200.00	4,200.00
Total Other Expenses					4,200.00	4,200.00
TOTAL DIRECT EXPENSES					2,159,618.97	2,159,618.97
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs					0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00
TOTAL EXPENDITURES					2,159,618.97	2,159,618.97





Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
Agency: City of Warren  
Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

	Category	Total	State Grant	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	Personnel	72,540.00	72,540.00	<p>The City is reevaluating the Indigent Defense Coordinators salary for the following reasons:</p> <ul style="list-style-type: none"> <li>-Workload was increased last year more than expected due to monitoring and reporting attorney compensation.</li> <li>-Standard 6 will bring new responsibilities to the Indigent Defense Coordinator such as assisting with monitoring caseloads, gathering and reporting data, and relaying necessary information to the MACC.</li> <li>-Standard 7 is expected to bring new responsibilities to the Indigent Defense Coordinator such as collecting, analyzing, and reporting data from reviews, and maintaining a reviewal schedule for our roster.</li> <li>-COLA</li> </ul>
2	Fringe Benefits	37,628.97	37,628.97	The funding unit uses a standard formula for all employees.
<b>Total Program Expenses</b>		<b>110,168.97</b>	<b>110,168.97</b>	
<b>Contractual</b>				
1	Contracts for Attorneys	2,030,250.00	2,030,250.00	Please see notes.
2	Contracts for Experts and Investigators	15,000.00	15,000.00	Based upon the recommendation of MIDC (from previous years) and Macomb County Public Defender's Office standards and policies. We will use MIDC rates unless extraordinary circumstances exist.

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025  
 Agency: City of Warren  
 Application: Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

	Category	Total	State Grant	Narrative
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	0.00	0.00	
<b>Total Contractual</b>		<b>2,045,250.00</b>	<b>2,045,250.00</b>	
<b>Other Expenses</b>				
1	Equipment	0.00	0.00	
2	Training/Travel	0.00	0.00	
3	Supplies/Services	4,200.00	4,200.00	Paper, forms, toner, postage, supplies, zoom license.
<b>Total Other Expenses</b>		<b>4,200.00</b>	<b>4,200.00</b>	
<b>TOTAL DIRECT EXPENSES</b>		<b>2,159,618.97</b>	<b>2,159,618.97</b>	
<b>INDIRECT EXPENSES</b>				
<b>Indirect Costs</b>				
1	Indirect Costs	0.00	0.00	
<b>Total Indirect Costs</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>		<b>0.00</b>	<b>0.00</b>	
<b>TOTAL EXPENDITURES</b>		<b>2,159,618.97</b>	<b>2,159,618.97</b>	

**Source of Funds**

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	2,035,849.91	2,035,849.91	0.00	0.00	
	Local Share Contribution	123,769.06	0.00	123,769.06	0.00	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2025

8/27/2024

Agency: City of Warren

Application: Compliance Plan and Cost Analysis Renewal - FY 2025

Program Revenue	0.00	0.00	0.00	0.00	
Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
Total Source of Funds	2,159,618.97	2,035,849.91	123,769.06	0.00	
Totals	2,159,618.97	2,035,849.91	123,769.06	0.00	





CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: JANUARY 6, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RFP-W-0504; RECOMMENDATION TO EXTEND THE AWARD FOR GENERAL MAINTENANCE AND REPAIR SERVICES FOR THE CITY POOL AND FOUNTAIN

The Purchasing Division concurs with the Parks and Recreation and recommends that the award for General Maintenance and Repair Services for the City Pool and Fountain be extended to Baruzzini Aquatics, dba Baruzzini Contracting, LLC, in an annual amount not to exceed \$83,200.00.

On February 8, 2022, Warren City Council approved an award to Baruzzini Aquatics, dba Baruzzini Contracting, LLC., 1281 South Old US 23, Brighton, MI 48114, for general maintenance and repair services for the City Pool and Fountain, for a three (3) year period with an option to renew for three (3) additional two (2) year periods, followed by one (1) final year.

Baruzzini Aquatics, dba Baruzzini Contracting, LLC, has been performing pool and fountain maintenance for the City for many years to the City's satisfaction. They have a full service maintenance team with quick response times and are attentive to the City's issues.

This recommendation before your honorable body today is for the first optional two (2) year period, in an annual amount not to exceed \$83,200.00, for the period of February 11, 2025 through February 10, 2027.

Funds are available in the following Account: 208-9208-80100.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1-6-2025
Controller:		1-6-2025
MAYOR:		1-7-2025



**PARKS AND RECREATION**

**5460 Arden**

**Warren, MI 48092**

**(586) 268-8400**

**[www.cityofwarren.org](http://www.cityofwarren.org)**

December 18, 2024

Craig Treppa  
Purchasing Agent  
City of Warren

Subject: Extension of RFP-W-0504 Pool Pump Maintenance

The Recreation Department, recommends Baruzzini Contracting, LLC to the extension for the first optional two (2) year period (2/11/25 thru 2/10/27), at the same terms and conditions, in an annual amount not to exceed \$83,200.00.

Funds for this are available 9208-97400. If you have any questions or concerns please contact me.

Sincerely,

**Anthony Casasanta**  
**Director Parks & Recreation**

**RESOLUTION**

Document No: RFP-W-0504 Extension 1 of 4  
Product or Service: Pool & Fountain Maintenance & Repair Services  
Requesting Department: Parks and Recreation

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

On February 8, 2022, Warren City Council approved an award to Baruzzini Aquatics, dba Baruzzini Contracting, LLC., 1281 South Old US 12, Brighton, MI 48114, for providing general maintenance and repair services for the City Pool and Fountain, for a three (3) year period with an option to renew for three (3) additional two (2) year periods, followed by one (1) final year.

IT IS RESOLVED, that this award has been extended to Baruzzini Aquatics, dba Baruzzini Contracting, LLC., for the first optional two (2) year period, in an annual amount not to exceed \$83,200.00, for the period of February 11, 2025 through February 10, 2027.

Funds are available in the following Account: 208-9208-80100.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☐ Bid document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: DECEMBER 17, 2024  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: SOL-W-1394; AWARD OF FREIGHTLINER PARTS AND FACTORY AUTHORIZED SERVICE

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council authorize the purchase of Freightliner Parts & Factory Authorized Service to the sole source provider, Wolverine Freightliner - Eastside, Inc., 107 South Groesbeck, Mt. Clemens, MI 48043, for a five (5) year period, with the option to renew for one addition five (5) year period, through mutual consent of both parties, in an annual amount not to exceed \$120,000.00.

Wolverine Freightliner is the sole authorized parts and service dealer in the tri-county area. Thus, they are considered a sole source provider. Currently, the City has twenty seven (27) Freightliner trucks in its fleet. Wolverine Freightliner will furnish the City Freightliner specific parts as well as warranty work on the Freightliner fleet.

If approved by your honorable body, the award will commence on February 24, 2025 for a five (5) year period, with an option to renew for one additional five (5) year period, with mutual consent of both parties, in an annual amount not to exceed \$120,000.00.

Funds are available in the DPW Vehicle Maintenance Account: 1442-86300.

Respectfully Submitted,

Shanah Turner  
Assistant Buyer

Read and Concur,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1/6/2025
Controller:		1/6/2025
MAYOR:		

[TRUCKS](#)[PARTS & SERVICES](#)[WHY FREIGHTLINER](#)[RESOURCES](#)[Find a Dealer](#)

### FIND A FREIGHTLINER DEALER



#### WOLVERINE FREIGHTLINER - EASTSIDE, INC.



(588)783-2444



107 SOUTH GROESBECK HIGHWAY  
MOUNT CLEMENS, MI 48043

8 Miles Away

[View Details](#)[Get Directions](#)

#### WOLVERINE TRUCK SALES, INC.



(313)349-0800



3650 WYOMING ST.  
DEARBORN, MI 48120

18 Miles Away

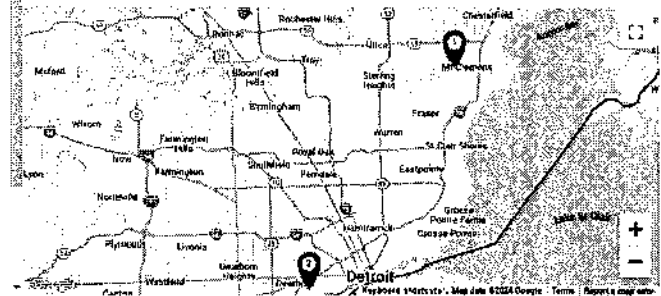
Warren, MI, USA

[Browse by County](#) [Browse by State](#)

#### Filter by Services

☐ Sales☒ Part☐ Service☐ 24 Support☐ 4 Certified☐ ExpressPoint☐ Body Shop

Open Now



DATE: December 17, 2024  
TO: Craig Treppa, Purchasing Agent  
FROM: Scott Raedel, Superintendent, Division of Public Works  
RE: Award of Freightliner Parts and Factory Service SOL-W-1394

Craig,

The Division of Public Works would like to recommend Wolverine Freightliner Eastside Inc. for furnishing Freightliner parts and services for a five (5) year period with an option to extend for one (1) additional five (5) year period, in an annual amount not to exceed \$120,000, commencing on February 24, 2025.

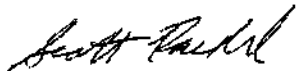
Wolverine Freightliner is the sole authorized parts and service dealer in the tri-county area, making them a sole source provider.

The city fleet currently has twenty seven (27) Freightliner trucks. Wolverine Freightliner will supply Freightliner specific parts and factory service for these vehicles.

Funds for this will be paid from DPW account 101-1442-86300.

I will be available to you or City Council for any questions in regards to this bid by the Division of Public Works.

Respectfully,



Scott Raedel  
Superintendent  
Division of Public Works



**RESOLUTION**

Document No: SOL-W-1394

Product or Service: Freightliner Parts & Service

Requesting Department: Department of Public Works

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Upon performing a diligent inquiry, the Department of Public Works has determined that it is necessary, in the interests of the City, to acquire Freightliner Parts and Service from a sole source.

Wolverine Freightliner - Eastside, Inc., 107 S. Groesbeck, Mt. Clemens, MI 48043, has been selected as the sole source provider for furnishing Freightliner Parts and Service, as they are the only Authorized Distributor of Freightliner and parts in the tri-county area.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the DPW Vehicle Maintenance Account: 101-1442-86300.

IT IS RESOLVED, that the sole source purchase through Wolverine Freightliner - Eastside, Inc., 107 S. Groesbeck, Mt. Clemens, MI 48043 is hereby accepted by City Council for a five (5) year period, commencing on February 24, 2025 in an annual amount not to exceed \$120,000.00, with an option to renew for one additional five (5) year period, with mutual consent of both parties.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☐ Contract  
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2024.

\_\_\_\_\_  
Sonja Buffa  
City Clerk



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

DATE: JANUARY 3, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: STA-W-1398; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) NEW 2023 CHEVROLET 5500 SILVERADO 2WD WITH DUMP BODY, UTILIZING THE STATE OF MICHIGAN CONTRACT (MA240000001191) AND THE CUSTOM FABRICATION AND EMERGENCY LIGHTING, UTILIZING THE CITY OF ROCHESTER HILLS COOPERATIVE CONTRACT (RFP-RH-20-023).

**RECOMMENDATION:**

The Purchasing Division concurs with the Water Division and recommends the purchase of One (1) 2023 Chevrolet 550 Silverado 2WD 11.5' Dump Body, along with Custom Fabrication and Emergency Lighting to the vendors listed below, based on the corresponding Cooperative Purchasing Contracts (attached), in a total amount not to exceed \$83,082.00, to be split between the vendors shown below.

VENDOR	DESCRIPTION	COOPERATIVE CONTRACT	EXTENDED PRICE
Berger Chevrolet 2525 28 <sup>th</sup> Street, S.E. Grand Rapids, MI 49512	One (1) 2023 Chevrolet 550 Silverado 2WD 11.5' Dump Body	State of Michigan Contract #MA240000001191	\$ 74,857.00
Truck & Trailer Specialties, Inc. 900 Grand Oaks Drive Howell, MI 48843	Custom Fabrication and Emergency Lighting	Rochester Hills Cooperative Contract #RFP-RF-20-023	\$ 8,225.00
GRAND TOTAL:			\$ 83,082.00

On February 10, 2020, the City of Rochester Hills, MI acting as the lead agency on behalf of themselves, Auburn Hills, Farmington Hills, Livonia, Madison Heights, and Bloomfield Township, solicited proposals to furnish Single/Tandem Dump Trucks, parts and related services.

The proposal was developed with the intent of having the ability to procure Single/Tandem Axle Dump Trucks that met all of the entities specification and to create an award that would offer a comprehensive list of chassis, parts, truck equipment, and related services for these trucks.

This RFP created a comprehensive cooperative agreement for entities of the Michigan Inter-governmental Trade Network (MITN) purchasing cooperative group to utilize and aggregate



volumes of the agencies to generate best value offers from qualified Single/Tandem Axle Chassis and Truck Equipment Vendors.

On September 25, 2020 Rochester Hills executed an agreement for RFP-RH-20-023 for Single/Tandem Axle Dump Trucks, Parts, and related Equipment/Services to Wolverine Freightliner-Eastside (Chassis) and Truck & Trailer Specialties, Inc. (Dump Body and related Equipment). This award commenced on October 1, 2020 for a three-year period with an option to extend for an additional two-year term, with mutual consent of both parties.

On December 1, 2023 Rochester Hills executed an Addendum that the contract's two year renewal option of the contract had been exercised and extended through September 30, 2025.

The Water Division is recommending the purchase of one (1) 2023 Chevrolet 550 Silverado 2WD with Dump Body, from Berger Chevrolet, utilizing State of Michigan contract #MA240000001191, along with the Custom Fabrication and Emergency Lighting, from Truck and Trailer Specialties, Inc., utilizing the City of Rochester Hills contract #RFP-RH-20-023, as an addition to its fleet. This vehicle is an essential part of operations for the City's excavation crews. If approved by your honorable body, the vehicle will be ready for immediate delivery to the City.

Funds are available in the Water and Sewer System Budget Account: 592-9047-98040.

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1-6-2025
Controller:		1-6-2025
MAYOR:		1-7-2025



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 1  
to  
Contract Number MA240000001191

CONTRACTOR	Berger Chevrolet, Inc.
	2525 28th Street, SE
	Grand Rapids 22 49512
	Bob Evans
	(616) 575-9629
	bevans@bergerchevy.com
	CV0027890

STATE	Program Manager	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	Contract Administrator	Alannah Doak	DTMB
		(517) 230-9424	
		doaka@michigan.gov	

CONTRACT SUMMARY							
Domestic Vehicle Dealers – Patrol, Passenger, Trucks, and Vans Prequalification.							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
September 1, 2024	August 31, 2029	2 - 12 Months	August 31, 2029				
PAYMENT TERMS		DELIVERY TIMEFRAME					
45 days							
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
MINIMUM DELIVERY REQUIREMENTS							
F.O.B. Destination							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input type="checkbox"/>		<input type="checkbox"/>					
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$100,000.00	\$2,000,000.00	\$2,100,000.00					
DESCRIPTION							
Effective 11/20/2024, this contract is hereby increased by \$2,000,000.00. In addition, the following amendment is hereby incorporated into the contract. Model year 2025 award pricing is added to this contract (attached). All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.							

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$74,857.00

Number of units 1

\$74,857.00

Vehicle Description:

Year 2023

Make Chevrolet

Model 5500 Silverado 2wd  
11.5' dump body  
23MD43

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 575-9629

Fax (616) 988-9178

Bid Prepared For :

City of Warren

Price includes title fee and delivery. Price based on  
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 12/17/2024

Berger Chevrolet, Inc.

2525 28th Street SE, Grand Rapids, MI 49512

Phone: (616) 426-6448



## 2023 Chevrolet Silverado 5500 Regular Cab DRW 4x2, Galion 100U Dump Truck

Stock #: 23MD43



### Pricing Details

List Price	\$92,155
GM National Rebate	- \$7,500
Sale Discount	- \$4,556
Dealer Discount	- \$4,942
<b>SALE Price:</b>	<b>\$75,157</b>
Total Savings	\$16,998

### Chassis Details

Stock Number	23MD43	Interior Color	Dark Ash seats with Jet Black interior accents
Stock Type	New	Exterior Color Description	Summit White
Year	2023	Engine Cylinder Count	8
Make	Chevrolet	Engine	Turbocharged Diesel V8 6.6L/402
Model	Silverado 5500	Transmission Type	Automatic
Class	5		
GVWR	19,500		
Drive Train	4x2		



Cab-to-Axle	84	Rear Wheels	Dual
Wheelbase	165	Fuel Type	Diesel
Cab Type	Regular	Engine Make	Isuzu
Vehicle Trim	Work Truck	Engine Model	L5D
Vehicle VIN	1HTKHPVK1PH787530	Engine Size (L)	6.6
		Horsepower	350
		Brake Type	Hydraulic
		Suspension Type	Spring

### Body Details

Body Type	Dump Truck	Lighting Type	LED
Body Line	100U	Lighting Description	Tail Lights in Rear Corner Posts, Flashing Amber Lights
Body Model	11.5' 100U	Lighting Location	Exterior
Body Material	Steel	Cab Shield Size	1/4
Body Width	96"	Hitch Type	Receiver
Body Length	11' 6"	Hitch Style	Tube
Body Inside Width	84"	Hitch Size	2.5"
Bulkhead Description	with Two Bend Top Flange	Trailer Plug Type	7-Way RV
Bulkhead Material	Steel	Camera Description	Factory Backup Camera
Bulkhead Gauge	10	Mud Flaps Description	Mud Flaps
Floor Description	with 2" Floor to Side Radius	Tarp Type	Manual
Floor Gauge	10	Tarp Description	Manual Tarp and Roller
		Hoist Capacity	9Ton

### 100U Features

The Gallion 100U body is designed for superior service on 9900 -19500 GVWR cab/chassis'. The 100U features all 10 gauge high tensile steel floors, tailgate, head sheets and sides. Front corner posts, two intermediate side braces, full depth rear corner posts and boxed "material shedding" top rails are also standard.

### Vehicle Options

BATTERY TOP POST THREADED BATTERY JUMP  
START STUD (located on battery box)

ADDITIONAL FUEL 20 GALLONS

TIRES REAR 225/70R19.5H TRACTION  
BLACKWALL CONTINENTAL Max Axle Load: 15 500  
lb.

SPARE TIRE DELETE (STD)

DARK ASH SEATS WITH JET BLACK INTERIOR  
ACCENTS VINYL SEAT TRIM

LICENSE PLATE KIT FRONT

GRILLE CHROME

KEY SYSTEM 2 SPARE KEYS

AUDIO SYSTEM 4.2 DIAGONAL COLOR DISPLAY  
AM/FM stereo with USB port and auxiliary jack (STD)

BATTERIES HEAVY-DUTY DUAL 1300 COLD-  
CRANKING AMPS includes battery box mounted to  
left side under cab

REMOTE KEYLESS ENTRY

VOCATIONAL SPECIFIC HEAVY SUSPENSION  
PACKAGE Allows the selection of 7 000 lb. 8 000 lb.  
front axles and/or 15 500 lb. rear spring suspension  
on trucks that will be upfitted with the following  
vocational bodies: Utility/Service Bodies Aerial  
Lift/Bucket bodies Front Plow/Rear Spreader  
Applications and Landscape Dump Bodies.

FRONT STABILIZER BAR

SHOCK ABSORBERS REAR

ENGINE DURAMAX 6.6L TURBO-DIESEL V8 B20-  
DIESEL COMPATIBLE 350 hp @ 2700 rpm 700 lb.-ft.  
torque @ 1600 rpm (STD)

RECOVERY HOOKS FRONT FRAME-MOUNTED  
BLACK

MIRRORS OUTSIDE BLACK HEATED POWER-  
ADJUSTABLE HIGH-VISIBILITY VERTICAL  
CAMPER-STYLE AND LOWER CONVEX SPOTTER  
GLASS MANUAL-FOLDING. Convex glass is not  
heated and not power adjustable. 102 Wide Load

TIRES FRONT 225/70R19.5H BW HWY  
CONTINENTAL Max Axle Load: 8 000 lb.

34 000 LB. GCWR (15 422 KG)

BUMPER FRONT CHROME

TIRE VALVE CAP HALTEC FLOW-THRU

Mirrors outside high-visibility vertical camper-style  
Black with manual folding and extension and lower  
convex spotter glass

Spare tire delete

Grille guard screen insect protection (mounted behind  
grille)

Antenna fixed mast

Lamps rear stop/turn/backup (1-piece assembly) with  
license plate light

Assist steps

Tires front 225/70R19.5G highway blackwall Pirelli  
Max Axle Load: 7 940 lb. (Standard on models built  
after July 17th 2023) (Requires (Y EY) Tires rear  
225/70R19.5G highway blackwall Pirelli Max Axle  
Load: 15 000 lb. or (Y EZ) Tires rear 225/70R19.5G  
traction blackwall Pirelli Max Axle Load: 15 000 lb.)

Lamps Smoked Amber roof marker

Headlamps halogen projector-beam

Grille base molded in color Black

Lamps cargo area cab mounted with switch on center  
switch bank

Glass solar absorbing tinted

Wheels 19.5 x 6.75 steel Black painted 8-holes hub  
piloted

Wheel spare delete

Tires rear 225/70R19.5G highway blackwall Pirelli  
Max Axle Load: 15 000 lb. (Standard on models built  
after July 17th 2023) (Requires (X EY) Tires front  
225/70R19.5G Highway blackwall Pirelli.)

Door locks power

Visors driver and front passenger vinyl

Driver Information Center 3.5-inch diagonal  
monochromatic display provides warning messages  
and basic vehicle information

Audio system feature 4-speaker system

Seat Belt Black

Speedometer miles/kilometers

Windows manual driver and front passenger

Seat trim Vinyl

Mirror inside rearview manual day/night

**EXHAUST SYSTEM REAR EXIT**

**REAR AXLE 15 000 LB. (6 804 KG) DANA SPICER S16-130 SINGLE REDUCTION**

**GVWR 19 500 LB. (8845 KG)**

**ENGINE BLOCK HEATER**

**WINDOWS POWER WITH DRIVER EXPRESS UP AND DOWN AND EXPRESS DOWN ON ALL OTHER WINDOWS**

**REAR SUSPENSION 15 500 LB. (7 031 KG) MULTI-LEAF VARI-RATE**

**ELECTRICAL PROVISIONS REAR OF FRAME UPFITTER BODY BUILDER WIRING** includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

**SEATS FRONT 40/20/40 SPLIT-BENCH 3-PASSENGER** driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD)

**SUMMIT WHITE**

**FRONT AXLE 7 000 LB. DANA SPICER D800-N I-BEAM NON-DRIVING**

**AXLE TO END OF FRAME 63**

**WORK TRUCK PREFERRED EQUIPMENT GROUP** includes standard equipment

**AXLE LIMITED SLIP DANA SPICER TRUETRAC TORQUE PROPORTIONING LIMITED SLIP**

**PAINT SOLID**

**LAMPS REAR LED STOP/TURN AND LICENSE PLATE WITH INCANDESCENT BACKUP LAMPS**

**WIRING HARNESS ACCESSORY FOR 9L7 WIRING TO JUNCTION BLOCK** includes connector and blunt cut wires

**OIL FILLED FRONT HUBS SYNTHETIC OIL EMGARD FE-75W-90**

**OIL SEAL FOR FRONT HUB CHICAGO RAWHIDE NITRILE FOR OIL LUBRICATED WHEEL BEARINGS**

**DPF DIESEL PARTICULATE FILTER MANUAL REGENERATION** customer regeneration will not be allowed until the DPF load percentage has reached 100% full and a driver information center (DIC) message has been shown

Upfitter switch kit provides up to 4-30 amp circuits to facilitate installation of aftermarket electrical accessories located on the instrument panel

Steering column manual Tilt-Wheel

Air conditioning single-zone

Assist handle front passenger and driver on A-pillars

Seats front 40/20/40 split-bench 3-passenger driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar.

Interior trim Jet Black/Dark Ash (Required and only available with (H2Q/H2R) Dark Ash seats with Jet Black interior accents.)

Cruise control steering wheel-mounted

Instrumentation 6-gauge cluster featuring speedometer fuel level engine temperature tachometer voltage and oil pressure

Steering wheel urethane

Audio system 4.2 diagonal color display AM/FM stereo with USB port and auxiliary jack (Requires (AE7) front 40/20/40 split-bench seat. Not available with (UE1) OnStar or (U2K) SiriusXM Radio.)

SiriusXM delete

Floor covering Graphite-colored rubberized-vinyl

Rear Vision Camera display integrated into Radio (Shipped loose in cab for upfitter installation.)

Airbags Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

StabiliTrak Electronic Stability Control System with Traction Control includes Electronic Trailer Sway Control and Hill Start Assist

Brake parking driveline park brake system

Daytime Running Lamps with automatic exterior lamp control

Traction control

**BACK-UP ALARM CALIBRATION** This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

**5500 HD SERIES**

**FOG LAMPS FRONT HALOGEN**

**GRILLE GUARD SCREEN STONE PROTECTION**  
(mounted to bumper)

**BACKUP ALARM** (Includes (SFW) SEO Calibration for backup alarm.

**REAR AXLE 4.30 RATIO** Max road speed: 75 MPH

**HORN DUAL-NOTE**

**WHEELS 19.5 X 6.75 STEEL BLACK PAINTED 8-HOLES HUB PILOTED (STD)**

**RUGGED DUTY SERVICE TRANSMISSION**  
**AUTOMATIC CLOSE-RATIO 6 SPD WITH DOUBLE OVERDRIVE ALLISON A1750RDS** ratios 3.10 1ST 1.80 2ND 1.40 3RD 1.00 4TH 0.70 5TH 0.61 Rugged Duty Series

**ALTERNATOR 220 AMPS**

**FRONT SUSPENSION 7 000 LB. (3 175 KG) MULTI-LEAF INCLUDES SHOCK ABSORBERS**

**POWER TAKE OFF ENGINE CONTROL PROVISIONS** Access is available on left-hand and right-hand side

**WHEELBASE 165 (419.1 CM) 84 CA**

**FUEL TANK FRONT AND REAR 65 GALLON TOTAL**

**POWER OUTLET 110-VOLT AC**

**Door handles Black**

**Bumper front Black**

**Front fender extension painted body color**

**OnStar delete**

**Airbag deactivation switch frontal passenger-side**  
(Included and only available with (AY0) airbags.)

**Horn single-note**

**Emissions USA 50 State certified**

**Rear suspension 11 000 lb. (4 990 kg) multi-leaf vari-rate** (Not available with air suspension.)

**Exhaust brake**

**Axle to End of Frame 49** (Requires wheelbase (ED5) 201 (ED9) 165 (ER2) 189 or (FQT) 141. Not available with (G40) (GP1) or (GP8) rear air suspension.)

**Fuel tank rear only 40 gallon mounted between frame side rails and behind rear axle**

**Front suspension 6 250 lb. (2 835 kg) multi-leaf** includes shock absorbers (Not available with rear air suspensions.)

**Neutral-at-Stop Automatic transmission** shifts to neutral when the service brake is depressed while the vehicle is at a complete stop and remains in neutral until the service brake is released

**Rear wheel drive**

**Shock Absorbers rear** (Included with (FTC) 6 250 lb. front axle.)

**Capped Fuel Fill**

**GVWR 16 500 lb. (7484 kg)** (Silverado 4500 HD 2WD Regular Cab models require one of the following combinations: (1) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and (GL4) 11k rear axle and (GR3) 11k rear suspension, (2) (FTC) 6.25k front axle and (FTW) 6.25k front suspension and one of the following rear axles: (HD2) 13.5k rear axle (HD1) 15k rear axle or (J27) 15.5k rear axle and (GR4) 13.5k rear suspension, (3) (FTA) 7k front axle and (FK6) 7k front suspension and (FN1) 10k rear axle or (GL4) 11k rear axle and (GR3) 11k rear suspension or (G40) 12K Rear air suspension, (4) (FTA) 7k front axle and (FK6) 7k front suspension and (HD1) 15k rear axle or (J27) 15.5k rear axle and one of the following rear suspensions: (GR4) 13.5k rear suspension (FU7) 15.5k rear suspension (GP1) 13.5k rear air suspension (GP8) 15.5k rear air suspension (91B) 13.5k LiquidSpring prep single volume rear suspension (91C) 13.5k LiquidSpring prep stacked volume rear suspension (91D) 15.5k LiquidSpring prep single volume rear suspension or (91E) 15.5k LiquidSpring prep stacked volume rear suspension.)



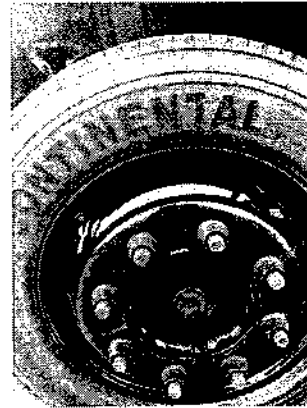
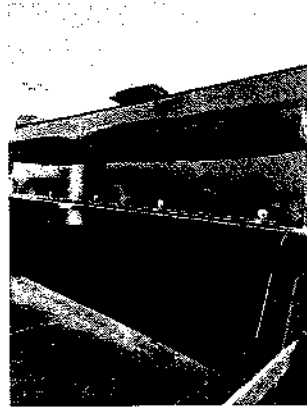
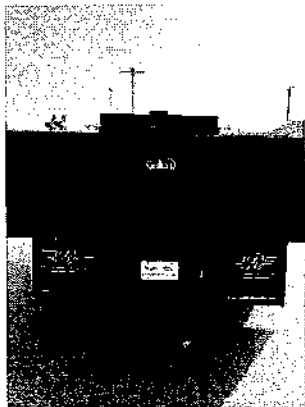
Wheelbase 141 (358.1 cm) 60 CA (Requires (F0C) 49 axle to end of frame (F0D) 63 axle to end of frame or (F0K) 91 axle to end of frame and (NPR) exhaust. Requires (PCJ) Vocational Specific Heavy Suspension Package when ordering (FTA) 7 000 lb. Front axle/(FK6) 7 000 lb. Front suspension or (FTL) 8 000 lb. Front axle/(FSN) 8 000 lb. Front suspension and/or (FU7) 15 500 lb. rear suspension. Not available with rear air suspensions or (91B) (91C) (91D) or (91E) prep for LiquidSpring rear suspension.)

Fuel

### Vehicle Notes

SUMMIT WHITE exterior and DARK ASH/JET BLACK ACCENTS interior. Running Boards, Back-Up Camera, Turbo Charged Engine, ENGINE, DURAMAX 6.6L TURBO-DIESEL V8, B20-DIESEL COMPATIBLE, ENGINE, DURAMAX 6.6L TURBO-DIESEL V8... CLICK NOW! KEY FEATURES INCLUDE Back-Up Camera, Running Boards Electronic Stability Control, Vinyl Seats, 4-Wheel ABS. OPTION PACKAGES MIRRORS, OUTSIDE, BLACK, HEATED POWER-ADJUSTABLE, HIGH-VISIBILITY VERTICAL CAMPER-STYLE, AND LOWER CONVEX SPOTTER GLASS, MANUAL-FOLDING. Convex glass is not heated and not power adjustable. 102, Wide Load, RUGGED DUTY SERVICE TRANSMISSION, AUTOMATIC CLOSE-RATIO 6 SPD WITH DOUBLE OVERDRIVE, ALLISON, A1750RDS ratios 3.10 1ST, 1.80 2ND, 1.40 3RD, 1.00 4TH, 0.70 5TH, 0.61 Rugged Duty Series, AXLE, LIMITED SLIP, DANA SPICER TRUETRAC, TORQUE PROPORTIONING LIMITED SLIP, WINDOWS, POWER WITH DRIVER EXPRESS UP AND DOWN AND EXPRESS DOWN ON ALL OTHER WINDOWS, REMOTE KEYLESS ENTRY, AUDIO SYSTEM, 4.2 DIAGONAL COLOR DISPLAY AM/FM stereo with USB port and auxiliary jack (STD), ENGINE, DURAMAX 6.6L TURBO-DIESEL V8, B20-DIESEL COMPATIBLE 350 hp @ 2700 rpm, 700 lb.-ft. torque @ 1600 rpm (STD). Chevrolet Work Truck with SUMMIT WHITE exterior and DARK ASH/JET BLACK ACCENTS interior features a 8 Cylinder Engine with 350 HP at 2700 RPM\*. Please note that there may be a potential 24-hour lag on vehicle inventory updates. We work diligently to ensure the accuracy of this information. We are not responsible for any errors or omissions contained on these pages.

Photos





LORI M. STONE, MAYOR

**Water Division**  
12821 Stephens Road  
Warren, MI 48089  
(586) 759-9200

**David Koss**  
Superintendent

December 18, 2024

Craig Treppa, Purchasing Agent  
Purchasing Division of the City of Warren

Re: Purchase a new 2023 Chevrolet 5500 Silverado 2WD 11.5' Dump Body #MA240000001191

Dear Mr. Treppa:

The Water Division is recommending the purchase of a new 2023 Chevrolet 5500 Silverado 2WD 11.5' Dump Body from Berger Chevrolet for a price of \$74,857.00.

The proposed vehicle will be bought through the State of Michigan Contract Cooperative Vehicle #MA240000001191 from Berger Chevrolet, 2525 28<sup>th</sup> Street S.E, MI 49512. This vehicle is on the lot at Berger Chevrolet and ready for immediate delivery.

At this time, this vehicle will be an addition to the fleet in the Water Division. The proposed vehicle is budgeted in the 2024/25 Water and Sewer System Budget listed in account #592-9047-98040.

I will be available for City Council of any questions they may have in regards to the purchase of this vehicle and the future of the Water Maintenance Division. I can be reached at my office at 586.759.9234 or my cell at 586.601.5450.

If you concur with my recommendations, please forward to the Mayor and City Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Derek Richter".

Derek Richter, Deputy Superintendent  
City of Warren Water Division



innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tladel  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 – Truck and Trailer Specialties. – Truck Body

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 1st day of December, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Truck and Trailer Specialties ("Contractor"), a Michigan corporation, whose address is 6726 Hanna Lake Road, S.E., Dutton, MI 49316, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Daniel J. Bowman  
Daniel J. Bowman, President  
Truck and Trailer Specialties

Daniel J. Bowman Pres.  
Printed name and title

Truck & Trailer Specialties, Inc.  
Company name

The above referenced contract amendment is hereby executed this

1st day of December 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Bryan Barnett  
Mayor



# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

**December 20, 2024**

City of Warren  
12821 Stephens, Warren, MI 48089  
Attn: Derek Richter, Water Supervisor, ph: (586) 601-5450  
HQ0004717

## Equipment Quotation

The following pricing is based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

**Chassis:** 2023 Chevy 5500 with Galion steel dump includes upfitter switch kit, 7-way RV plug & backup alarm

**Install Custom Lighting & Electrical System including the following:**

Utilize two (2) chassis upfitter switches: one for flashers & one for work lights  
Sixteen (16) SoundOff LED mPower (mo. EMPS20V38-P) amber/green flashers mounted as follows:  
Four (4) in chassis grille  
Two (2) on cabshield, front-facing  
Two (2) under cabshield, side-facing  
Two (2) side-facing, one on each side at rear end of dump  
Two (2) rear-facing outside of front pillar on bracket, one each side  
Two (2) rear-facing at top of rear pillar, one each side  
Two (2) rear-facing under dump outside of hitchplate  
Two (2) Maxxima STT lights rear-facing outside of front pillar on bracket, one each side (mo. M63318R)  
Two (2) Maxxima low-profile LED work lights mounted at rear under dump (mo. MWL-47)  
Body-up light, in-cab with installed proximity switch  
Betts junction box with sealed wiring  
Install electric brake controller

**Install Miscellaneous Items including the following:**

Two (2) shovel holders on dump, on bulkhead if space allows or spring-paddle holders on dump sides

Minimum full 1-year warranty on parts and labor on all equipment.

**Above equipment installed pricing: \$8,225.00 ea.**

**Payment Terms:** Net 30. Pricing effective for 30 days.

**FOB:** City of Warren  
**Delivery:** 4-6 weeks ARO

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman



LORI M. STONE, MAYOR

**Water Division**  
12821 Stephens Road  
Warren, MI 48089  
(586) 759-9200

**David Koss**  
**Superintendent**

January 2, 2025

Craig Treppa, Purchasing Agent  
Purchasing Division of the City of Warren

Re: Custom Fabrication and Emergency Lighting for New 2023 Chevrolet 5500 Silverado  
2WD 11.5' Dump Body

Dear Mr. Treppa:

The Water Division is recommending Truck & Trailer Specialties Inc to perform some body fabrication and install emergency lighting at a cost not to exceed \$8,225.00. This dump truck is an essential part of our operations for our excavation crews for repairing curb valves, hydro excavating, assisting in area repairs and numerous other jobs we perform.

The proposed body fabrication and installation of emergency equipment will be purchased through the Rochester Hills Cooperative bid proposal RFP-RH-20-023. I have attached the details of this purchase with this correspondence. Truck & Trailer has successfully completed this same type of work on other City vehicles with no complications.

The proposed work is budgeted in the 2024/25 Water and Sewer System Budget listed in account #592-9047-98040.

I will be available for City Council for any questions they may have in regarding this request. You can reach me at the office at 586.759.9234 or my cell at 586.601.5450.

If you concur with my recommendations, please forward to the Mayor and City Council for approval.

Sincerely,

Derek Richter, Deputy Superintendent  
City of Warren Water Division

**RESOLUTION**

Document No: STA-W-1398

Product or Service: 2023 Chevy Silverado with Dump Body and Custom Fabrication

Requesting Department: Water Division

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurements units.

Upon performing a diligent inquiry, the Water Division Deputy Superintendent has determined that is it necessary in the interest of the Water Division and the City, to acquire one (1) 2023 Chevrolet 550 Silverado 2WD with a 11.5' Dump Body from Berger Chevrolet, 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, in the amount of \$74,857.00, utilizing the State of Michigan contract #MA240000001191, and for the Custom Fabrication and Emergency Lighting from Truck & Trailer Specialties, Inc., 900

Grand Oaks Drive, Howell, MI 48843, in the amount of \$8,225.00, utilizing the Rochester Hills cooperative contract #RFP-RH-20-023, for a total cost of \$83,082.00 pursuant to cooperative purchasing.

Funds are available in account number: 592-9047-98040

IT IS RESOLVED, that the cooperative purchase through Berger Chevrolet and Truck & Trailer Specialties Inc. is hereby accepted by City Council and payment is authorized by City Council to be paid within ten (10) days of satisfactory receipt of vehicles.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- ☒ Cooperative Bid document
- ☐ Contract
- ☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Mindy Moore  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the Council of the City of Warren at its meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: DECEMBER 11, 2024

TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL

SUBJECT: TRI-W-1392; RECOMMENDATION OF AWARD TO PURCHASE TWO (2) SANITATION VEHICLES

The Purchasing Division concurs with the Sanitation Division and recommends that City Council approve the purchase of two (2) Sanitation Vehicles from Fredrickson Supply, 3901 Three Mile Rd. N.W., Grand Rapids, MI 49534, utilizing Sourcwell Contract #110223-LEG in the total amount of \$794,382.00 (\$397,191.00 each).

**If the City Council approves these purchases, payment shall be authorized to be made immediately upon successful delivery from the awarded vendor.**

The Sanitation Division is seeking to purchase two (2) Sanitation Vehicles (Mack Chassis with Labrie Bodies) utilizing the Sourcwell Contract #110223-LEG (attached).

If your honorable body approves this purchase, the vehicles will be used by the Sanitation Division to collect trash/compost/recycling from the 95-gal carts.

These vehicles are in stock and should be available within thirty (30) days of award.

Funds are available in account 226-9226-98100, dependent upon concurrent resolution of budget amendment.

Respectfully Submitted,

Shanah Turner  
Assistant Buyer

Read and Concur,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		11/6/2025
Controller:		11/6/2025
MAYOR:		11/7/2025



**Solicitation Number: RFP #110223**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**



3901 3 Mile Rd NW  
Grand Rapids, MI 49534  
(616) 949-2385



# SALES ORDER ACKNOWLEDGEMENT FORM

Quote		Date
2072		11/13/24
	Terms	
	Net 30 Days	

SOLD TO		
City of Warren		Price:\$397,191.00 FOB Grand Rapids  VIN 9875  VIN 9878 available, same price

Chassis Provided By : Supplied by Customer	Engine Make : Mack
Chassis Manufacturer : Mack	Engine Model : MP7
Chassis Model : LR	Engine Power : Engine HP NOT Required
Cab Style : Cab Over	Engine Torque : Engine Torque NOT Required
Drivetrain : 8X4	Transmission Make : Allison
Auxiliary Axle : Without Auxiliary Axle	Transmission Model : RDS 4000 Series WTEC 4 & 5
CNG System Upon Arrival : Without	Transmission Type : Automatic Transmission
Driving Configuration at Delivery : Sit-Down from Company on Streetside + Sit-Down from Company on CurbSide	

COLOR INFORMATION	
Cab Color : White from Factory	Cab Color Code : P9188
Body Color : White	Body Color Code : P9188
Chassis Color : Black from Factory	Chassis Color Code : Color Code NOT Required
Paint Scheme Number : Without	Match Cab : Yes

CARTS INFORMATION	
Cart Make : Without or NOT Required	Cart Type : Without or NOT Required
Cart Capacity : Without or NOT Required	

BODY CONFIGURATION	
Body Model : AUTOMIZER TTD	Total Capacity : 31yd <sup>3</sup> (27+4)
Arm Model : Single Right-Hand (Curb)	Body Capacity : 27yd <sup>3</sup>
Body Type : Standard	Tailgate Capacity : 4yd <sup>3</sup>
Body Division : Without Division	

OPTIONS	
---------	--

#	Category	Option   Description	
2	Lifting	ALHG-STD01   Standard Height Gripper	1
3	Lifting	AGRA-0010   Heavy Duty Arm & Gripper. "32 to 95 US gal"	1
4	Lifting	EAQA-STD01   Arm out alarm at 8 km/h - 4 mph	1
5	Lifting	AGSS-0000   Spill shield on Gripper	1





3901 3 Mile Rd NW  
Grand Rapids, MI 49534  
(616) 949-2385

# SALES ORDER ACKNOWLEDGEMENT FORM

Quote		Date
2072		11/13/24
	Terms	
	Net 30 Days	

#	Category	Option	Description	
6	Hopper Area	BCPH-0000	Crusher Panel (1)	1
7	Hopper Area	QUSS-0000	Crusher Panel Full Width	1
8	Hopper Area	HAPT-STD01	RAM Type Packer Panel	1
#	Category	Option	Description	
9	Consoles & Controls	AAJC-0010	Dual Arm joysticks NON-Moveable	1
10	Consoles & Controls	ATJC-STD01	Grabber Control on Joystick	1
#	Category	Option	Description	
11	Hydraulic	HCON-STD01	JIC	1
12	Hydraulic	HPTO-0040	PTO Chlesea 870 Hot Shift for Remote Pump	1
13	Hydraulic	CCPM-INC01	Dual Pump Denlson T6DC Work-at-Idle (Remote)	1
14	Hydraulic	CHFT-STD02	Hydraulic Tank Mounted on Chassis	1
15	Hydraulic	EBCV-0010	Electric Over Hydraulic Body Main Valve	1
#	Category	Option	Description	
16	Accessories	BCOT-0000	Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside	1
17	Accessories	BFEX-0010	Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical	1
18	Accessories	BESK-0000	Spill Kit on Rubrail Curbside (Center)	1
19	Accessories	BBTS-STD01	Standard Tailgate Seal	1
#	Category	Option	Description	
20	Lighting	LBLR-0025	Backup Lights on Rubrails Mid-Body - LED (2)	1
21	Lighting	LBLT-0005	Backup Lights on Tailgate 2/3 Centered - LED (2)	1
22	Lighting	LWLK-0025	Work Light Package - LED (2)	1
23	Lighting	WL01-0000	Hopper Streetside (1)	1
24	Lighting	WL03-0000	Curbside Post (3)	1
25	Lighting	LAFF-0050	Alternating Flashing Lights 4" Amber on Front of Body - LED (2)	1
26	Lighting	LAFL-0000	Alternating Flashing Lights 4" Amber on Tailgate 2/3 - LED (2)	1
#	Category	Option	Description	
27	Electronic	CCCC-0103	Triple EnviroLink Cameras (3) With Heater/Without Shutter	1
28	Electronic	CL01-0000	Tailgate Center 2/3 (1) - Pointing Back	1
29	Electronic	CL04-0000	Hopper Streetside (4) - Pointing Curbside	1
30	Electronic	CL15-0000	Mirror Streetside (15) - Pointing Back	1
31	Electronic	CCCM-INC11	EnviroLink 7" Color Monitor (Included in Camera System Base Price)	1
32	Electronic	CCML-INC01	On Ceiling, Centered, Near the Windsheld (If Possible)	1
33	Electronic	CCMM-STD01	Monitor Mounting Brackets for Labrie Standard Installation	1
34	Electronic	AGCD-0000	Cart/Container Counting Device on Arm(s)	1
#	Category	Option	Description	
35	Electrical	EGRL-7583	Ignition Relay Mounted on the Battery Box Facing Back	1
36	Electrical	ESYV-STD01	12V Body Electrical System	1



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# SALES ORDER ACKNOWLEDGEMENT FORM

Quote		Date
2072		11/13/24
	Terms	
	Net 30 Days	

#	Category	Option	Description	
37	Structure, Liners & Materials	BSFL-0010	Body floor liner 48" x 4mm (0.160") - Hardox 450	1
38	Structure, Liners & Materials	BSWL-0035	Body Side Wall liners 24" x 1/8" - Hardox 450	1
39	Structure, Liners & Materials	BHWS-0000	Hopper Floor Liner 1/4" - Hardox 450	1
#	Category	Option	Description	
40	Unit Appearance	PCBP-STD01	Urethane Body Paint	1
41	Unit Appearance	UAPP-STD01	One (1) Coat of Urethane Primer	1
42	Unit Appearance	PCCP-STD01	Paint Chassis Components same Color as Chassis	1
43	Unit Appearance	PSSS-0010	CAUTION VEHICLE STOPS [...] FREQUENTLY, 74-1/2" x 23-1/2" (Black on Yellow)	1
44	Unit Appearance	BASA-STD01	Rubber Mud Guards - Rear of Rear Axle	1
45	Unit Appearance	BASR-0000	Anti-sail Bars on Rear Mud Guards (Rear Wheels)	1
46	Unit Appearance	BASN-STD01	Mud Guards with Labrie Logo	1
47	Unit Appearance	BODL-STD01	Informative Decals English	1
#	Category	Option	Description	
48	Chassis	CFTD-STD01	Diesel Tank from Company or CNG/Electric	



# TECHNICAL SPECIFICATION

## LR 64R



CUSTOMER/VEHICLE INFO			DESCRIPTION
S	0029V2	CHASSIS (BASE MODEL)	LR 64R DAYCAB
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	013001	TYPE OF SERVICE	COMMERCIAL
	M84022	INTENDED REGISTRATION LOCATION	MICHIGAN
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION
S	APPAA3	VEHICLE APPLICATION CLASS	CLASS B HIGHWAY-INNER CITY
	0050T5	VEHICLE USE & BODY/TRAILER TYPE	REFUSE AUTOMATIC SIDE LOADER TRUCK
S	032A39	OPERATING TERRAIN GRADE CONDITIONS	NORMAL HIGHWAY, STARTING GRADES<12%
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE
	0342A4	VEHICLE VOCATION	REFUSE / LANDFILL OPERATION

ENGINE/TRANSMISSIONS			DESCRIPTION
S	1004Q0	ENGINE PACKAGE, COMBUSTION	MP7-355C MACK 355HP @ 1800-1800 RPM (PEAK) 2100 RPM (GOV) 1250 LB-FT, US'21
S	136206	TRANSMISSION	4500 RDS 6 SPEED ALLISON GEN 6 W/PROGNOSTICS, WITH PTO PROVISION

EXHAUST/EMISSIONS			DESCRIPTION
	C1RAA2	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, BASIC
	DF1021	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FRAME MOUNTED
S	130AC7	EXHAUST	SINGLE VERTICAL RIGHT SIDE OUTBOARD MOUNTED STRAIGHT EXH STACK PLAIN END, SIDE OUTLET DIFFUSER
S	Q0AA1X	EXHAUST SYSTEM MATERIAL FINISH	W/O VERT EXH-BRIGHT FINISH
	78ADCX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2023

ENGINE EQUIPMENT			DESCRIPTION
S	1250C5	AIR CLEANER	13" SINGLE ELEMENT, DRY TYPE W/8NORKEL BEHIND CAB, AIR RESTRICTION INDICATOR ON FILTER
S	113093	AIR COMPRESSOR/DRYER	WABCO 1800P AIR DRYER W/O TURBO CUT OFF VALVE, W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR
S	K0XA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE
S	393AD9	BATTERY BOX - MOUNTING (x)	PERPENDICULAR TO FRAME 11" FROM NTOF (3 BATTERY MAX)
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC
S	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	NCXA5X	STARTER MOTOR	12 VOLT DELCO 39MT-MXT
	110AA5	ENGINE BRAKE	MACK MP7 POWERLEASH
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	119A19	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER
S	508018	COOLING PERFORMANCE	W/O AUXILIARY COOLING
S	124AA2	HOSES - RADIATOR/HEATER	SILICONE RADIATOR AND HEATER HOSES
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)
S	QHXC1X	OIL SUMP	OIL PAN
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)

# TECHNICAL SPECIFICATION (cont.)



ENGINE EQUIPMENT			DESCRIPTION
S	4TBA1X	ENGINE BLOCK HEATER RECEPTACLE (CA)	ENGINE BLOCK HEATER RECEPTACLE, BASIC LOCATION
S	36AB1X	TETHER DEV PKG, CAPS & COVERS	PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND

CLUTCH/TRANS EQUIPMENT			DESCRIPTION
	195AA9	DRIVELINE - MAIN	MERITOR 176 MXL "XTENDED LUBE" (PROPS-M)
S	204AA5	DRIVELINE - INTERAXLE	MERITOR 17 MXL "XTENDED LUBE"
S	76AA1X	PROPELLER SHAFT MAIN, UNVSL JNT	UNIVERSAL JOINT HALF-ROUND TYPE
S	8WAAAX	PROP SHAFT INTERAXL UNIV JOINT	HALF-ROUND UNIVERSAL JOINT
S	7RXAEX	LUBRICANTS, TRANSMISSION	TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
S	139008	TRANSMISSION OIL COOLER	ALLISON 4xxx SERIES TRANSMISSION W/DIRECT MOUNT COOLER & SS COOLANT TUBES

FRONT AXLE EQUIPMENT			DESCRIPTION
S	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS
S	244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS
S	241081	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 6" Q+
S	U0AA1X	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC
	V7AD1X	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	0KXA1X	HUB MATERIAL, FRONT	FERROUS
S	1KAA1X	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	245AA8	STEERING	M100P PLUS RIGHT SIDE ASSIST CYLINDER
S	28AA1X	BUMP STOP, FRONT SUSPENSION	STATIC LOAD CUSHIONS

REAR AXLE EQUIPMENT			DESCRIPTION
S	268AA9	REAR AXLE	46000# (20900kg) MACK S462R CAST DUCTILE IRON HOUSING
S	6MAA1X	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
S	617002	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 80W90 MINERAL OIL
S	01800H	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)
	TAX2CX	REAR AXLE RATIO	5.04 RATIO
	1880K6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, HEAVY DUTY
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)
S	XYXB1X	TRANSVERSE TORQUE RODS, R SUSP	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)
S	U4XA1X	BRAKE, DRIVE, REAR	CAST IRON
S	U1AA1X	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down
	300AB8	PARKING BRAKE CHAMBER	MGM TR3030LP3THD BRAKE CHAMBERS (Total for QTY = 2)
S	3GAA1X	BRAKE CHAMBER DIAPHRAGM MATERIAL (CA in PC28 only)	W/O BRAKE DIAPHRAGM OPTION
S	0LXI5X	HUB MATERIAL, DRIVE	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT
	254013	TRACTION DIFFERENTIAL	INTERWHEEL DIFFERENTIAL LOCK, ALL REAR AXLES
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M



# TECHNICAL SPECIFICATION (cont.)



FRAME EQUIPMENT/FUEL TANKS			DESCRIPTION
CA	271221	WHEELBASE	221"
CA	374111	AF (OVERHANG)	111"
	MCE0LE	FRAME RAILS & LINERS	9.5 x 82 x 340mm - (0.375" x 3.25" x 13.38")W/ Full Liner; RBM 3,122,400 LB-IN
S	281A1	CROSSMEMBERS	STEEL 1/2" PL BOLTED BOC & INTERMDT 1/8" BELOW TOP OF RAIL
	9DEC1X	AUX CROSSM. IN REAR OVERH TYPE	BACK TO BACK BOLTED TYPE CROSSMEMBERS
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	4DXA6X	FRONT BUMPER	FLUSH-PAINTED STEEL
S	5EXF1X	GUARD	SKID PLATE UNDER BUMPER AND RADIATOR
S	4EXD1X	TOWING DEVICE, FRONT	CENTER TOW CAPABILITY BASED ON BUMPER SELECTION
	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON LH TANK
	288AH2	FUEL TANK - LH	80 GALLON (300 L) ALUMINUM, 26"x24" RECTANGULAR
	290AA1	FUEL TANK - RH	W/O RH FUEL TANK
S	JHXC1X	FUEL HOSES, LIQUID	AEROQUIP FIRE RESISTANT HOSE
	HBXANX	FUEL TANK POSITION (CA In PC28 only)	LOCATE BEHIND LH RAIL- 5" BELOW TOP OF RAIL
	852022	FUEL FILLER NECK OPTIONS	FOR LH FUEL TANK

AIR/BRAKE			DESCRIPTION
	UWXE1X	AIRTANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED, ON SUPPLY TANK, W/LANYARDS ON ALL OTHER TANKS
S	U2XB1X	AIRTANK MATERIAL	STEEL AIR TANK PAINTED CHASSIS COLOR
CA	MCXCCKX	CHASSIS PACKAGING (CA)	CPC40, SUPPLY TANK UNDER RH RAIL, REMAINING IN FRAME
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM
	3KAB1X	AUXILIARY BRAKE CONTROL	AUXILIARY WORK BRAKE HAND CONTROL, ACCESSIBLE BOTH SIDES

ELECTRICAL			DESCRIPTION
S	5RXA8X	BACK-UP ALARM	PRECO, MODEL 1059
S	312006	ROOF & SIDE MARKER LIGHTS	TRUCKLIGHT TYPE ROOF MARKER for LR
S	LJXB1X	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED
S	LSXH2X	DAYTIME RUNNING LIGHTS	ENGINE RUNNING ACTIVATED
S	M4XAAX	AUX. POWER OUTLET, INTERIOR (CA In PC28 only)	COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT
S	3BCB1X	FRONT & SIDE INDICATOR LMP TYP	FRONT AND SIDE DIRECTION IND & MARKER, LED TYPE

TRAILER CONNECTIONS			DESCRIPTION
S	4BAA1X	EXT. INDICATOR LMP, MAIN SWITCH (CA In PC28 only)	FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)

PTO			DESCRIPTION
S	189AJ9	TRANSMISSION MOUNTED PTO	PREP KIT FOR EXTENDED SHAFT PTO
S	L3XN1X	BODY BUILDER MODULE	ControlLink III BODY BUILDER EL PREP KIT, REFUSE, RP170 ELECT. INTERFACE (3 CON 54 PINS)

SPECIALTY EQUIPMENT			DESCRIPTION
S	MCVZ1X	PASSIVE SAFETY SYSTEM	WITHOUT PASSIVE SAFETY SYSTEM
S	8FXU1X	TRANSPORT ADAPTATION	UNIFORM LOAD NO ADAPTATION

# TECHNICAL SPECIFICATION (cont.)



CAB INTERIOR (A THRU G)			DESCRIPTION
S	173063	AIR CONDITIONING/HEATER	(LR) MANUAL CONTROL CLIMATE UNIT
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA
S	31XABX	FLOOR MATS	FLOOR MAT, RUBBER
	786026	FIRE EXTINGUISHER	5LB EXTINGUISHER (ABC RATED) MOUNTED ON INTERIOR REAR CAB PANEL BETWEEN SEATS (FIRE EXTINGUISHER)
S	E0AABX	GAUGE TRANSM. OIL TEMP	TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)

CAB INTERIOR (H THRU R)			DESCRIPTION
S	20XA1X	KEY TYPES FOR DOORS	BASIC UNIQUE KEY
S	1740D4	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH
S	73AD1X	ANTENNA - RADIO	RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
S	1WAA1X	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) MOUNTED ON TOP OF DASH

CAB INTERIOR (S THRU Z)			DESCRIPTION
S	196096	SEAT - DRIVER'S	AIR-SEARS MID-BACK SEAT C-2 W/FABRIFORM CUSHIONS
	4850F0	SEAT COVERING	FABRIFORM CLOTH, BLACK, DRIVER SEATS
	5920D2	SEAT BELT(S)	LAP & SHOULDER BELTS FOR (2) DRIVER SEATS, TO BE ORANGE IN COLOR
S	2WXAAX	STEERING WHEEL	DIAMETER 450MM STEERING WHEEL, RUBBER GRIP V1
S	XRXF1X	STEERING WHEEL ADJUSTMENT	ADJUSTABLE LH STEERING WHEEL RH FIXED
S	NPXB1X	TURN SIGNALS	SELF CANCELLING TURN SIGNALS
S	JQXAAX	WASHER RESERVOIR POSITION	W/O WINDSHIELD WASHER OPTION
S	T2AA1X	WINDSHIELD PROTECTOR	FURNISH WINDSHIELD PROTECTOR

CAB EXTERIOR			DESCRIPTION
S	28XD1X	FRONT GRILLE	LR BLACK GRILLE WITH BLACK SURROUND
	14400R	CAB	RH & LH SIT DOWN DRIVING POSITION, EXTENDED CAB VERSION
	424007	CAB DOOR OPTIONS	LH & RH FRONT HINGED DOORS W/POWER WINDOWS BOTH SIDES
S	2EXA1X	CAB TILT PUMP	LOCATED IN STD LOCATION
S	Q2AA1X	CAB INSTEP VERSION	Cab Low Entry Step
S	MCD01D	PASSENGER SIDE VISIBILITY OPTIONS	WITHOUT AUXILIARY WINDOW IN RH DOOR WITHOUT SIDE CLOSE VIEW MIRROR
S	154AB0	HORN - AIR	(1) TWIN-UNDER CAB TRUMPET W/DUAL LANYARD CONTROL
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE
S	MGL0FL	MIRRORS - LEFT SIDE EXTERIOR	LH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW
S	MCR0CR	MIRRORS - RIGHT SIDE EXTERIOR	RH BLACK AERO MIRROR ELECTRICAL OPERATED & HEATED, W/ HEATED SQUARE BLACK CLOSE VIEW

WHEELS & TIRES			DESCRIPTION
	9004Y0	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
	531221	WHEELS - FRONT	22.5x9.00 ACCURIDE 29300x WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 2)
S	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS
	901AJ6	TIRES BRAND/TYPE - REAR	11R22.5 H BRIDGESTONE M799 (24020 lbs) (DRIVE ONLY) (Total for QTY = 8)
	3482J6	WHEELS - REAR	22.5x8.25 ACCURIDE ACCU-LITE 51487x WHITE POWDER COAT STEEL, 6.60" OFFSET, 5 HAND HOLE (Total for QTY = 8)
S	RWT008	REAR AXLE TIRE & WHEEL QUANTITY	EIGHT REAR AXLE TIRES & WHEELS

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# TECHNICAL SPECIFICATION (cont.)



WHEELS & TIRES			DESCRIPTION
S	H1EB1X	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS LONGER LENGTH
S	15XABX	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS

COMMUNICATION SYSTEMS			DESCRIPTION
S	Y7CA1X	DIAGNOSTICS DISPLAY IN CLUSTER	DIAGNOSTICS DISPLAY IN CLUSTER, BASIC
S	M3D060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES
	2JCA1X	REMOTE DIAG SERVICES	REMOTE DIAGNOSTIC SERVICES, ENABLED

ENGINE ELECTRONICS			DESCRIPTION
S	WOXA1X	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
S	WMXA1X	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	K5XA2X	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	K7XY1X	ENGINE IDLE CONTROL	IDLE CONTROL, 600 RPM
S	X0AB0X	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	B1ACA1X	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	D2AADX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 10 DEG C, (50 DEG F)
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	B3ABAX	EL HD THROTTLE, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
S	B6ACEX	EL HAND THROTTLE, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	B4ADAX	EL HAND THROTTLE, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	B9AABX	EL HD THROTTLE, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS			DESCRIPTION
S	9IAZ1X	HILL START ASSIST	WITHOUT HILL START ASSIST
S	7780Z9	TRANSMISSION ELECTRONICS PACKAGE	GENERAL REFUSE SERVICE (168) - LIMITED TO 2ND GEAR IN SECONDARY MODE (RH DRIVING POSITION)
	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	ALLISON PARK BRAKE AUTO NEUTRAL-ALLOWS THE DRIVER TO ENGAGE GEAR PRIOR TO DISENGAGING THE PARK BRAKE
	MAV0AV	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	FUELSENSE, FULL NEUTRAL AT STOP

VEHICLE ELECTRONICS			DESCRIPTION
S	JQXE6X	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER (65MPH)
S	Y3CC5X	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
	E5AAAX	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 1 MPH, ABOVE SET SPEED
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KM/H (15MPH)
	Q6FAHX	DIFF LOCK SPEED LIMIT	DIFFERENTIAL LOCK ROAD SPEED LIMIT 24KM/H (15MPH)
S	A4BAAX	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	8RXAEX	ENG TORQUE LIMIT, SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED

# TECHNICAL SPECIFICATION (cont.)



VEHICLE ELECTRONICS			DESCRIPTION
S	G5AAHX	ENGINE OVERSPEED, ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	G2AAGX	ENGINE OVERSPEED, FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	G4AAUX	VEHICLE OVERSPEED, ALL COND, LOG	VEHICLE OVERSPEED, ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	G3AAPX	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	G1AABX	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH
S	X5AB1X	VEHICLE APP SERVICE INTERVALS	SERVICE INTERVALS, VOCATIONAL APPLICATION
S	W8BAAX	SERVICE ALERT	WITH SERVICE ALERT
S	W5A90X	MAINTENANCE DUE ALERT %	ACTIVATE ALERT AT 90% OF THE TIME/DISTANCE SETTING

PTO ELECTRONICS			DESCRIPTION
S	F8AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	L8CB1X	PTO1 DECEL BUMP-DOWN RPM	PTO1 DECEL "BUMP-DOWN" 50RPM
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT			DESCRIPTION
S	950AA4	PAINT DESIGN	SINGLE COLOR
S	924014	PAINT TYPE	SOLID PAINT
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	948998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
	922001	CHASSIS RUNNING GEAR PROCESS CODE	CHASSIS PAINT PROCESS, STANDARD COLOR (MACK BLACK) 6ABZ1X
S	951AA6	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE); P3036
S	958018	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	958019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED In the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT

CALCULATED CODES - KAX			DESCRIPTION
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	M50090	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)

PRICELIST DATE  
20230717

QUOTATION  
MEYE2023000254D586

DATE  
8/18/2023

PAGE  
6 of 7



# TECHNICAL SPECIFICATION (cont.)



BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	M89089	GUARDDOG CONNECT BUNDLE	NO GUARDDOG CONNECT (ASIST & MACK ONECALL)

Z - DO NOT USE - OBSOLETE			DESCRIPTION
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

ADDITIONAL ENGINEER NO. (if needed)		DESCRIPTION
CA 23M26193		

**CITY OF WARREN  
DIVISION OF SANITATION**

**INTER - OFFICE CORRESPONDENCE**

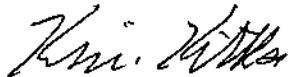
DATE: December 11, 2024  
TO: Craig Treppa, Purchasing Agent  
SUBJECT: Labrie Right-hand Automizer Garbage Trucks

The City of Warren Sanitation Division is requesting to purchase two 2024 Labrie Right-hand Automizer Garbage Trucks from Fredrickson Supply. The bodies will have a 2024 Mack Chassis. The color will be white with orange lettering to be consistent with the fleet. This will be done utilizing Sourcewell Cooperative Contract #110223-LEG.

Fredrickson Supply has listed the specifications of the trucks on the attached sheets. The City is choosing these trucks to work in conjunction with the 95-gallon recycling carts.

The price for each vehicle is \$397,191.00 making the grand total for both trucks \$794,382.00. The funds are available in Sanitation Account #226-9226-98100.

Respectfully Submitted



Kevin Kitka  
Sanitation Superintendent

**RESOLUTION**

Product or Service: Two (2) Sanitation Vehicles

Document No: TRI-W-1392

Requesting Department: Sanitation

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_ at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember \_\_\_\_\_ and supported by Councilmember \_\_\_\_\_.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurements units.

Upon performing a diligent inquiry, the Sanitation Superintendent has determined that it is necessary in the interest of the City, to acquire two (2) Sanitation Vehicles (Mack Chassis with Labrie Bodies) from Fredrickson Supply, 3901 Three Mile Road N.W., Grand Rapids, MI 49534, utilizing Sourcewell Contract #110223-LEG in the total amount of \$794,382.00 (\$397,191.00 each).

Funds are available in account number: 226-9226-98100, dependent upon concurrent resolution of budget amendment.

IT IS RESOLVED, that the cooperative purchase through Fredrickson Supply is hereby accepted by City Council in a total amount of \$794,382.00 (\$397,191.00 each) and

payment is authorized by City Council to be paid to the vendor immediately upon successful delivery from the vendor.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Cooperative Bid document  
☐ Contract  
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mindy Moore  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,  
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution adopted  
by the Council of the City of Warren at its meeting held on  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Sonja Buffa  
City Clerk

DATE: JANUARY 6, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: TRI-W-1413; AWARD TO PURCHASE TWO (2) SALT TRUCKS THAT CONSIST OF TWO (2) 2026 FREIGHTLINER CAB & CHASSIS AND TWO (2) MONROE SPREADER BODIES, UTILIZING THE CITY OF ROCHESTER HILLS CONTRACT #RFP-RH-20-2023.

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council approve an award to the vendors listed below, at the prices indicated, for the purpose of purchasing two salt trucks that consist of two (2) 2026 Freightliner Cab & Chassis as well as two (2) Monroe 14' Model 96-56 Spreader Bodies, in a total amount of \$621,456.00.

**If City Council approves these purchases, payment shall be authorized to be made within ten (10) days of satisfactory receipt of vehicle.**

PRICING SUMMARY			
VENDOR	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Wolverine Freightliner – Eastside 107 S. Groesbeck Mt. Clemens, MI 48043	Two (2) 2026 Freightliner Cab & Chassis	\$125,148.00	\$250,296.00
Truck & Trailer Specialties 900 Grand Oaks Drive Howell, MI 48843	Two (2) Monroe 14' Model 96-56 Spreader Bodies	\$185,580.00	\$371,160.00
GRAND TOTAL:			\$621,456.00

The City will be utilizing the Rochester Hills Cooperative Contract #RFP-RH-20-2023 (see attached) for the two (2) Freightliner Cab & Chassis as well as the two (2) Monroe Spreader Bodies.

If approved by your honorable body, the two (2) new vehicles will be an addition to the current fleet of sixteen (16) salt trucks. This total does not include the five (5) aging salt trucks that are anticipated for auction.

Funds are available in the 2024 Capital Equipment Bond: 402-9402-97400.

Respectfully Submitted,

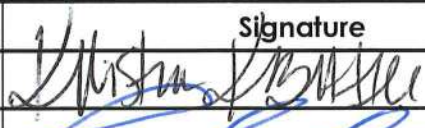
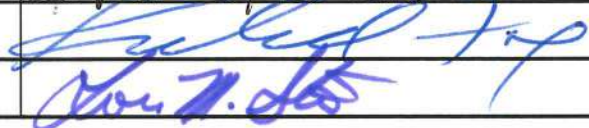

Read and Concur,

SHANAH

CJT

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		1-6-2025
Controller:		1-6-2025
MAYOR:		1-6-2025



innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tisdell  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 – Wolverine Freightliner-Eastside, Inc. - Chassis

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 15<sup>th</sup> day of November, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Wolverine Freightliner Eastside ("Contractor"), a Michigan corporation, whose address is 107 S. Groesbeck, Mt. Clemens, Michigan 48043, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Steve Sexton  
Steve Sexton, Government Sales Manager  
Wolverine Freightliner

Steven Sexton Municipal  
Printed name and title Sales mgr

Wolverine Freightliner  
Company name

The above referenced contract amendment is hereby executed this

15th day of November, 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Mayor





107 S. Groesbeck • Mt. Clemens, MI 48043 • (586) 783-2444 FAX (586) 469-8054

11/22/2024

City of Warren DPW  
RE: RH Co-Op Chassis Pricing

Attn: Mr. Scott Raedel

The following is 2026 Model Year, Freightliner chassis pricing information per your request. Pricing and conditions are per the proposed Rochester Hills Co-op RFP-RH-20-023 agreement.

Tandem Axle RDS, 64,000 GVW

Chassis Model: 108SD

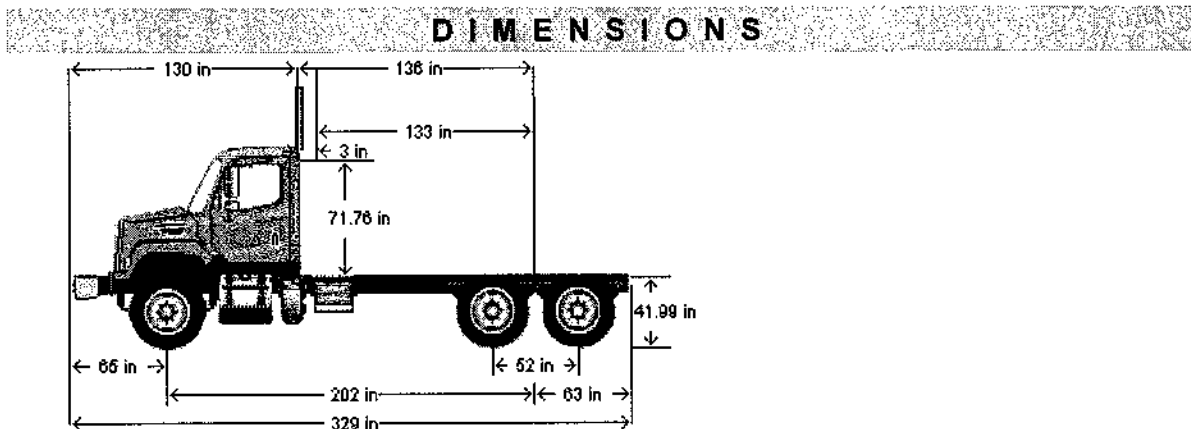
Base Chassis Price: .....	\$97,183
2022 MY- 108SD Models: .....	\$ 900 Add
2023 MY- 108SD Models: .....	\$1,000 Add
2023 MY- Freightliner Surcharge .....	\$6,700 Add
2024 Speculative Pricing .....	\$5,925 Add
Freightliner 108SD Plus upgrade .....	2,000 Add
2025 increase .....	2,500 Add
2026 Price increase & Surcharge .....	4,305 Add
Upgrade Cummins L9 370 HP (in lieu of 330 HP)..	2,869 Add
13 Gallon DEF tank upgrade .....	110 Add
¼ inch inner frame reinforcement .....	600 Add
Fender Extensions .....	50 Add
Safety Package .....	187 Add
Power Windows & Locks.....	219 Add
Premium Drivers Seat .....	134 Add
6 pack of switches .....	208 Add
Ext Cooling System Warranty .....	305 Add
2026 Extended Warranty Price Increase .....	795 Add
RH Under cab exhaust .....	842 Deduct

**TOTAL:** **\$ 125,148 each**

Steven Sexton  
Municipal Sales Manager  
Wolverine Truck Group

Prepared for:  
Lisa Cummins  
ROCH HILLS COOP  
1000 Rochester Hills  
Rochester Hills, MI 48309  
Phone: 248-841-2537

Prepared by:  
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WOLVERINE FREIGHTLINER  
EASTSIDE INC  
107 SOUTH GROESBECK  
HIGHWAY  
MOUNT CLEMENS, MI 48043  
Phone:



#### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545) ..... 5125MM (202 INCH) WHEELBASE  
Rear Frame Overhang (552) ..... 1600MM (63 INCH) REAR FRAME OVERHANG  
Fifth Wheel (578) ..... NO FIFTH WHEEL  
Mounting Location (577) ..... NO FIFTH WHEEL LOCATION  
Maximum Forward Position (in) ..... 0  
Maximum Rearward Position (in) ..... 0  
Amount of Slide Travel (in) ..... 0  
Slide Increment (in) ..... 0  
Desired Slide Position (in) ..... 0.0  
Cab Size (829) ..... 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB  
Sleeper (682) ..... NO SLEEPER BOX/SLEEPER CAB  
Exhaust System (016) ..... RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM  
ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

Prepared for:  
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 ROCH HILLS COOP  
 1000 Rochester Hills  
 Rochester Hills, MI 48309  
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 107 SOUTH GROESBECK  
 HIGHWAY  
 MOUNT CLEMENS, MI 48043  
 Phone:

# TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	136.2
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	133.2
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	199.2
Cab Height (CH)	71.8
Wheelbase (WB)	201.8
Frame Overhang (OH)	63.0
Overall Frame Length	329.9
Overall Length (OAL)	329.3
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	42.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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Phone:

## SPECIFICATION PROPOSAL

Data Code	Description
<b>Price Level</b>	
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)
<b>Data Version</b>	
DRL-019	SPECPRO21 DATA RELEASE VER 019
<b>Vehicle Configuration</b>	
001-176	108SD PLUS CONVENTIONAL CHASSIS
004-226	2026 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-008	TOWING PROVISION AT END OF FRAME WITH SAE J560, WITHOUT END OF FRAME AIR CONNECTIONS
003-001	LH PRIMARY STEERING LOCATION
<b>General Service</b>	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-027	EPA CLEAN IDLE LABEL FOR INITIAL REGISTRATION IN EPA OR ACT STATES - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY





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Data Code	Description
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 64000.0 lbs
<b>Truck Service</b>	
AA3-073	BELLY PLOW BODY WITH HIGH GROUND CLEARANCE
AF3-2A8	TRUCK AND TRAILER SPECIALTIES INC.
<b>Engine</b>	
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM
<b>Electronic Parameters</b>	
79A-070	70 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79W-024	CRUISE CONTROL BUTTON PTO CONTROL
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80V-002	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION
<b>Engine Equipment</b>	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-015	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS

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Data Code	Description
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-011	NON-POLISHED BATTERY BOX COVER WITH TETHER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH

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Data Code	Description
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-104	1115 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-016	1310 ADAPTER FLANGE FOR FRONT PTO PROVISION
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
<b>Transmission</b>	
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
<b>Transmission Equipment</b>	
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

Prepared for:  
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 ROCH HILLS COOP  
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Data Code	Description
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY
84N-011	NEUTRAL AT STOP ENABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
85T-998	NO AMT HOLD MODE
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

#### Front Axle and Equipment

400-1AB	MERITOR MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS





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Data Code	Description
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-003	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-012	TRW TAS-85 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

#### Front Suspension

620-005	18,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

#### Rear Axle and Equipment

420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP
421-563	5.63 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-022	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF
87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH

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Data Code	Description
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-003	STANDARD BRAKE CHAMBER LOCATION
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)
<b>Rear Suspension</b>	
622-1H2	HENDRICKSON PRIMAAX EX 46,000# REAR AIR SUSPENSION
621-125	HENDRICKSON PRIMAAX 10.00" RIDE HEIGHT
431-003	AXLE CLAMPING GROUP
624-011	52 INCH AXLE SPACING
888-077	IGNITION CONTROLLED ELECTRIC DUMP SWITCH FOR AIR SUSPENSION WITH STATE RETENTION
87D-012	REAR AIR SUSPENSION DUMP VALVE AUTOFILL >5 MPH WITH INDICATOR LIGHT
* 910-004	DUAL AIR REAR SUSPENSION LEVELING VALVES
623-002	TRANSVERSE CONTROL RODS
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)
<b>Pusher / Tag Equipment</b>	
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
<b>Brake System</b>	
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM

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Data Code	Description
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-004	AIR DRYER MOUNTED OUTBOARD ON LH RAIL AT BACK OF CAB
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE, (BELLY PLOW - AA3-073)
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

#### Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
919-065	(3) QUICKFIT PROGRAMMABLE SOLENOIDS W/STATE RETENTION PLUMBED TO BACK OF CAB
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
310-998	NO TRAILER ELECTRICAL CABLE

#### Wheelbase & Frame

545-512	5125MM (202 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 136.22 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 133.22 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 329.92 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 37.75 in



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Data Code	Description
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 77.16 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
587-003	REAR TOW HOOKS
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER

#### Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
558-001	FRONT TOW HOOKS - FRAME MOUNTED
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
551-002	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE

#### Fifth Wheel

578-998	NO FIFTH WHEEL
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#### Fuel Tanks

*	204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH
*	218-006	25 INCH DIAMETER FUEL TANK(S)
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
*	212-007	FUEL TANK(S) FORWARD
	664-001	PLAIN STEP FINISH
	205-001	FUEL TANK CAP(S)
	122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"
	216-020	EQUIFLO INBOARD FUEL SYSTEM
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

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Data Code	Description
<b>Tires</b>	
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES
<b>Hubs</b>	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
<b>Wheels</b>	
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
<b>Cab Exterior</b>	
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-037	SHORT FENDER WITH MUDFLAP
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-006	FIBERGLASS HOOD WITH ACCESS HATCHES
690-002	TUNNEL/FIREWALL LINER
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME





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Data Code	Description
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
* 302-074	SMALL LED AERODYNAMIC MARKER LIGHTS WITH OUTER (2) WIRED TO BATTERY DISCONNECT SWITCH NEED CODE 302-074
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER
311-001	DAYTIME RUNNING LIGHTS
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-18C	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, BELLY PLOW BODY WITH HIGH GROUND CLEARANCE DOES NOT COMPLY FMCSR 399
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD
659-022	2 GALLON WINDSHIELD WASHER RESERVOIR WITH FLUID LEVEL INDICATOR, FRAME MOUNTED, WITH REMOTE FILL

#### Cab Interior

055-018	ELITE TRIM PACKAGE
707-106	MIST CLOTH & CARBON VINYL INTERIOR "ELITE"
70K-019	CARBON WITH PREMIUM WOOD ACCENT (ELITE)
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL



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Data Code	Description
772-006	BLACK MATS WITH SINGLE INSULATION
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
693-035	LH AND RH KICKPLATES
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-004	KEY QUANTITY OF 4
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-150	BLACK WITH GRAY INSERT MORDURA CLOTH DRIVER SEAT
761-151	BLACK WITH GRAY INSERT LAREDO LEATHER PASSENGER SEAT COVER

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Data Code	Description
763-104	HIGH VISIBILITY ORANGE SEAT BELTS WITH DRIVER INDICATOR LIGHT AND AUDIBLE ALARM
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

#### Instruments & Controls

* 4CH-006	6 EXTRA PROGRAMMABLE SWITCHES/INDICATORS \$C1B0208ZZ,C1C0209ZZ,C1D0210ZZ,C1E0200ZZ,C1F0205ZZ,C1G0082ZZ Front Strb, Rear Strb, Top Strb, Scrpr Light, Sprdr Light, Opt 1
106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS

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Data Code	Description
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
72K-998	NO REVERSE PROXIMITY SENSOR
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-011	1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC) W/ (4) 20AMP FUSED RELAYS
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
75W-998	NO MULTIBAND ANTENNA
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE

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Data Code	Description
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES
8DE-998	NO ASE DATA SVCE EXTENSION
RDE-998	NO EXTENSIONS
8TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-130	ONE EXTRA HARDWIRED SWITCH IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT
4C1-005	HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER
4C2-998	NO HARDWIRE SWITCH #2
4C3-998	NO HARDWIRE SWITCH #3
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR
<b>Design</b>	
065-000	PAINT: ONE SOLID COLOR
<b>Color</b>	
980-6H9	CAB COLOR A: L3258EY SEMI YELLOW ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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Data Code	Description
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
963-003	STANDARD E COAT/UNDERCOATING

#### Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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#### Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

#### Extended Warranty

WAI-47H	CUM 2017 L9: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAX-101	CUM 2017 L9: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES
WAD-079	COOLING: MD MODERATE 5 YEAR/100,000 MIL3ES/161,000 KM EXTENDED COVERAGE
WAK-251	ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAG-075	TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tisdell  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 - Truck and Trailer Specialties. - Truck Body

This contract is amended as follows:

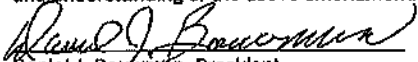
### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 1st day of December, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Truck and Trailer Specialties ("Contractor"), a Michigan corporation, whose address is 6726 Hanna Lake Road, S.E., Dutton, MI 49316, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

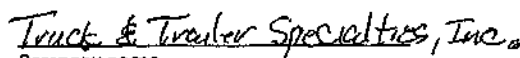
1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

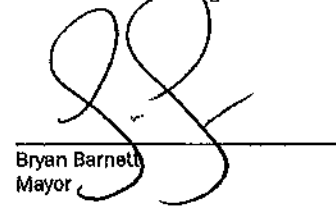
  
Daniel J. Bowman, President  
Truck and Trailer Specialties

  
Printed name and title

  
Company name

The above referenced contract amendment is hereby executed this

1st day of December, 2023 at  
Rochester Hills, Michigan.

  
Bryan Barnett  
Mayor

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

**December 27, 2024**

City of Warren  
12801 Stephens, Warren, MI 48089  
Attn: Scott Raedel, ph: (586) 759-9261  
HQ0004724

## Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

**Install Monroe 14' model RDS-168-96-56 (Radius Dump Spreader) Body including the following:**

Body capacity 10 yards water level and 12 yards with sideboards  
Overall length is 168", outside width is 96" and overall side height is 56"  
Tailgate height is 50", side height is 44" and 50" at the front  
Body shell is constructed of unpainted 3/16" 201 stainless steel  
Body longitudinals are 1/4" 201 stainless steel  
Air-operated tailgate release  
Conveyor trough is 34" wide  
667XH chain with crossbars on every-other link/4.5" centers  
High-temp Belt-over-Chain attached to every bar with minimum of 6 stainless bolts and washers  
Heavy-duty chain shields with heavy-duty rubber wipers  
Rear tailgate includes a removable rear metering gate and a blank insert  
Extended tandem axle fender kit installed integrally to the body of 7-gauge 201 stainless steel  
Twin Rawson-type 6:1 gear boxes  
Drive motors are each 17.9 CID  
Application-rate sensor in one motor  
8-tooth hardened sprockets with 2" drive and idler shafts for the conveyor  
Stainless steel bearing adjusters  
Grease extension kit for rear bearings, tailgate pivot arms, front bearings and hoist trunnion  
Bolt-on heavy-duty top grate screens 3/8" steel rods welded to form 2.5" squares, galvanized  
1/2 cabshield constructed of 10-gauge 201 stainless steel  
Install body prop kit on each side of the frame  
Install 4-hole stainless steel light wedges on rear pillars for lighting  
Install chassis frame-mounted, removable stainless steel spillshields to collect carry-over of salt  
Install one (1) fold-down stainless steel ladder mounted on the streetside front of the body  
Install license plate bracket in upper left corner of tailgate  
Install RDS-168 trough/floor cover kit, 1/4" AR400 construction, powder-coated Black  
Mudflaps installed in front of and behind drive tires

**Install Monroe Closed-Loop Pre-Wet System including the following:**

NEMA weather-tight fiberglass pump enclosure  
Hydraulic-driven 7 GPM pump assembly with Dickey-john flow meter  
5 PSI in-line check valve for nozzles  
3 nozzles w/ brass tips and caps  
Twin (2) 150-gallon tanks with stainless steel attaching hardware  
Includes crossover tube, bulk fill adapter and flusher kit  
Remote vent tube for each tank

**Install Monroe Rear Spinner Assembly including the following:**

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Dual, receiver-type tubular mounting  
Formed 24" poly spinner disc  
Direction chute on inside of spinner with 3 exterior, manual-adjustable deflectors  
Spinner motor includes seal saver kit  
Construction is type 201 stainless steel  
Install grab handles to the Rear Spinner Assembly to aide removal  
Install 9" spillshield bolt-on extension for salt distribution

**Install Mailhot-type Telescopic Hoist including the following:**

Hoist is double-acting and includes nitrated cylinders  
Hoist includes oscillating mounting collar and is trunnion-mounted  
Hoist is NTEA class 90

**No Tarp System needed**

**Install Rexroth A10VO100 Hydraulic Load-Sense Piston Pump including the following:**

Pump is front-mounted with 100CC displacement  
Front crossmember for pump mounting  
Spicer drive line with companion flange for easy removal  
12-volt auto shutdown block  
Low-oil shutdown valve and override circuit

**Install Monroe Fuel/Oil/Valve Enclosure Combination tank including the following:**

100-gallon fuel oil capacity, 35-gallon hydraulic oil capacity (mos. 00166450 & 248896)  
Fuel/hydraulic tank/valve enclosure is 7-gauge type 201 stainless steel construction  
Full back of cab mounting  
Hydraulic valve enclosure built into left side of tank  
Valve enclosure to have a weather-tight door  
Low-oil sensor in hydraulic tank and wired to a low oil shutdown system  
Top of the tank Zinga-type, tank-mounted return line filter  
Ball valve shutoff on case drain and supply ports  
Sight & temperature gauge  
Hydraulic tank will be full of AW32 hydraulic oil  
"Fuel" and "Hydraulic Oil" stickers shall be installed on the tank  
Install fuel hook mounted on tank for safety, angled to the rear  
Install 3-step egress & catwalk platform from streetside fender to combination reservoir tank, paint Black

**Install Rexroth 8m4-12 load-sense hydraulic valve with pressure-compensated flow controls for the following:**

Air section for hoist with 500 PSI A-port load-sense limit DA  
Air section for scraper up/down with 500 PSI A-port load-sense limit DA  
Air section for scraper swing DA  
Air section for front plow up/down DA  
Air section for front plow swing DA  
EPC section for conveyor  
EPC section for spinner  
EPC section for pre-wet

Stainless steel pipe for hydraulic lines to rear  
Stainless steel hydraulic quick couplers for front plow & spinner circuits

**Install Truck & Trailer Specialties Pneu-Logic single multi-function air-operated joystick including the following:**

Single air-operated 6-button joystick controller for control functions  
Remote pause & blast buttons on joystick  
Heads-up Display on dash for indicating joystick functions, low oil & body-up  
Function switches located in the armrest console  
Armrest console with base mount  
Color-coded air lines connect to valve sections for easy ID

# TRUCK & TRAILER *Specialties, Inc.*

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- Install Rexroth CS660 Electric Spreader Controller including the following:**  
Touch screen monitor  
Closed-loop operation for spreader, spinner & pre-wet operations  
Programmable blast and pause wired to console toggle switch  
Data download and programming is with a thumb drive  
WiFi & GPS capable  
Training is included
- Install Monroe 29" Hustling truck-portion Hitch including the following:**  
12" channel front bumper with tapered ends  
3" DA lift cylinder with Socatri rod  
Remount front tow hooks on kicker legs  
Install roller pins with grease zerks (mo. 05022221) for Hustling Hitch  
Stainless steel quick couplers, mounted driver side beneath bumper  
All necessary supports and bracing
- Install Monroe 10' model MP41R10-CT Full Moldboard Trip Reversible Plow including the following:**  
10' long x 41" high moldboard  
3/16" roll-formed moldboard  
Six ½" x 4" tapered one-piece flame-cut ribs  
2" x 3" x 3/8" top moldboard angle  
4" x 4" x 3/4" bottom moldboard angle  
Horizontal moldboard brace angles  
Dual, compression-trip spring assemblies  
4" x 4" x 3/8" cross-tube support; full-width with 6-point attachment  
3-1/2" x 3-1/2" x 1/2" semi-circle; additional angle braces to front push tube  
Two, 4" x 10" double-acting power-reverse cylinders with 2" nitrided rods  
Cushion valve  
Moldboard and pushframe 100% continuously welded  
Powder-coated with the moldboard Orange and a Black pushframe  
¾" x 8" x 10' one piece top-punch cutting edge  
12" x 10' rubber deflector with steel retainer bar, installed  
Plow-portion Hustling hitch-type lift for 29" Hustling hitch  
Pair of Monroe 42" cable markers  
Pair of Monroe wrap-around curbguards with carbide wear strips, one on each end of moldboard  
Snow-Wheels System running gear with adjustable crank (part #6509)
- Install Monroe 10' model MS4510 Underbody Scraper including the following:**  
1" thick x 20" high moldboard  
½" thick hanger board with grease manifold brackets installed  
2-1/2" O.D. hinge shaft  
Two heavy-duty shock absorbers  
Bolt in trunnion caps for canisters; Outer arm remains bolt-on style  
Two 3-1/2" x 10" actuating cylinders; Socatri rods  
Cushion valve  
1" solid circle with 5" center pin  
Centerpin is piloted into hanger board  
Two 4" x 12" reversing cylinders; Socatri rods  
Three hinge anchor points  
Hydraulic pipes  
20.5" x 7" poly hold-down blocks  
Mounting hardware  
Parts-installation manual



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Hose kit and j-50 type relief valve

¾" solid hanger plates

Grease line kit with manifolds

Install serrated grating step on driver-side of scraper

Install Kennametal single-insert carbide cutting edges for 10' scraper (2-5' sections)

Install "Ray Stop" moldboard protection kit

**Install Custom Lighting & Electrical System including the following:**

**Chassis switches for the following:**

Front Strobe, Rear Strobe, Top Strobe, Scraper Work Lights & Spreader Work Lights

**Pneu-Logic Joystick switches for the following (ordered L-R):**

Scraper, Front Plow, Hoist, Pause & Blast

Pause & Blast buttons on joystick wired into the CS660 controller

**Pneu-Logic Joystick armrest console switches for the following (ordered L-R):**

1. Low-oil Override/ Pump Shutdown

2. Tarp Open/ Tarp Close

3. Air Tailgate w/ Safety cap

**Pneu-Logic Heads-up Display indicators in-cab for the following:**

Scraper, Plow, Tailgate Open, Low-oil, Body-up, Low-liquid & Pump Shutdown

Grote heated LED plow lights (mo. GR-84661-4) front plow lights with aluminum mounting brackets

Maxxima heated LED truck lights (mo. MHLE-07HILO-MH) (OEM lights returned to City)

One (1) SoundOff Pinnacle (mo. EPL7PDPC) amber/green LED mini lightbar on cab roof riser with WP

Six (6) SoundOff mPower (mo. EMPS20V38-P) amber/green LED flashers flush-mounted:

Two (2) mounted on plow light brackets (on separate switch)

Two (2) cabshield-mounted front-facing under cabshield

Two (2) cabshield-mounted side-facing at bottom of cabshield

4-hole tapered stainless steel light wedge boxes mounted to rear pillar posts including:

Two (2) SoundOff LED, one solid amber and one solid green flasher mounted in top holes

Two (2) SoundOff LED STT lights mounted in 2<sup>nd</sup> holes

Two (2) SoundOff LED backup lights mounted in 3<sup>rd</sup> holes

Two (2) SoundOff LED, one solid green and one solid amber flasher mounted in bottom holes

Single-hole stainless steel light boxes mounted under rear sill including two (2) SoundOff LED STT lights

Two (2) Maxxima LED work lights, one each side to illuminate scraper

Two (2) Maxxima LED work lights, one each side at rear corners of body to illuminate salt spread pattern

LED clearance marker light kit on dump body

Betts junction box with sealed wiring mounted at rear of RDS body

Backup alarm

Proximity switch for dump body-up light

**Install ¾" Rear Hitch Assembly including the following:**

PH20 20-ton rated pintle hook, multi-drill pattern for adjustable mounting heights

Rear tow hooks mounted outside of frame rails

Heavy-duty D-rings for safety chains

7-way RV flat-pin plug

**Install Minimizer Floor Mats for Freightliner 108 SD (mo. FKFRTL2B-MIN / 10002265)**

**Paint Bottom of body, body hinge, body props, front & rear hitch and attaching hardware Black**

Minimum full 1-year warranty on parts and labor on all equipment.

**Above installed equipment pricing:           \$185,580.00 ea.**

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**Payment Terms:** Net 30. Pricing effective for 30 days.

Pricing does not include any of the Rochester Hills RFQ discounts that may be applicable.  
2% discount off total taken at invoice if payment received within 30 days.

**FOB:** City of Warren

**Delivery:** 16-18 months ARO, depending on chassis arrival

**Chassis requirements to be confirmed at time of order:**

CT: 136"

Highest ground clearance package

Battery disconnect switch in floor, outboard of driver seat

Battery box on streetside of frame back of cab, 60" additional cable length

Horizontal DPF mounted under the curbside door with a vertical tailpipe

13-gallon DEF tank mounted behind front left drive tire

Front PTO provision

7-way trailer wiring to rear

2-way heavy-duty 150-amp receptacle wired hot (30K-025)

Front integral frame extension

Front & rear tow hooks

Delete OEM front bumper

Temporary fuel tank

Stationary grille

LED marker lights on cab wired to battery disconnect switch

6-pack of programmable switches

Plow light/Headlight switch and related OEM wiring

**Thank you for the opportunity to quote.**

Respectfully submitted by,

Jon Luea/Brian Bouwman

DATE: January 6, 2025  
TO: Craig Treppa, Purchasing Agent  
FROM: Scott Raedel, Superintendent, Division of Public Works  
RE: Purchase of two (2) Salt Trucks

Craig,

The Division of Public Works would like to recommend Wolverine Freightliner Eastside Inc. for the purchase of two (2) 2026 Model Year Freightliner Cab and Chassis, under the Rochester Hills Co-Op RFP-RH-20-023.

The price for each cab and chassis will be \$125,148 each, totaling \$250,296 for two (2).

Furthermore, The Division of Public Works recommends Truck and Trailer Specialties, Inc. for providing the city with two (2) Monroe 14' model 168-96-56 spreader bodies, to complete the build of these new salt trucks. The pricing will be based on the City of Rochester Hills RFP-RH-20-023.

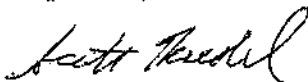
The price for these spreader bodies is \$185,580 each, for a total of \$371,160.

The total cost for the two (2) completed salt trucks is \$621,456.

Funds for the purchase of these salt trucks will come from the 2024 Capital Equipment Bond 402-9402-97400.

I will be available to you or City Council for any questions in regards to this bid by the Division of Public Works.

Respectfully,



Scott Raedel  
Superintendent  
Division of Public Works

## **RESOLUTION**

Document No: TRI-W-1413

Product or Service: Two (2) Freightliner Cab & Chassis and Two (2) Monroe Spreader Bodies

Requesting Department: Department of Public Works

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 2025 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

The following preamble and resolution were offered by Councilmember

\_\_\_\_\_ and supported by Councilmember\_\_\_\_\_.

Pursuant to Section 2-344 of the Code of Ordinances, the City may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, equipment, goods or services with one (1) or more public procurements units.

Upon performing a diligent inquiry, the Department of Public Works Superintendent has determined that is it necessary in the interest of the City, to acquire two (2) 2026 Freightliner Cab and Chassis from Wolverine Freightliner – Eastside, 107 S. Groesbeck, Mt. Clemens, MI 48043, in the amount of \$250,296.00 (\$125,148.00.00 each), and two (2) Monroe Spreader Bodies from Truck & Trailer Specialties, Inc., 900 Grand Oaks Drive, Howell, MI 48843, in the amount of \$371,160.00 (\$185,580.00 each), utilizing the Rochester Hills cooperative contract #RFP-RH-20-023, for a total cost of \$621,456.00 pursuant to cooperative purchasing.

Funds are available in the 2024 Capital Equipment Bond: 402-9402-97400.

IT IS RESOLVED, that the cooperative purchase through Wolverine Freightliner - Eastside and Truck & Trailer Specialties Inc. is hereby accepted by City Council and payment is authorized by City Council to be paid within ten (10) days of satisfactory receipt of vehicles.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

☒ Cooperative Bid document  
☐ Contract  
☒ Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: \_\_\_\_\_

\_\_\_\_\_

NAYS: Councilmembers: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_

Mindy Moore  
Secretary of the Council



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County, Michigan,  
hereby certifies that the foregoing is a true and correct copy of the resolution adopted by the  
Council of the City of Warren at its meeting held on  
\_\_\_\_\_, 2025.

\_\_\_\_\_  
SONJA BUFFA  
City Clerk



**WARREN PUBLIC LIBRARY**

ONE CITY SQUARE, SUITE 100  
WARREN, MI 48093-2396  
(586) 574-4564  
FAX (586) 751-0811  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 6, 2025

To: Mindy Moore, Secretary of Warren City Council

Subject: Printing of the Warren Today Activity Guide

Honorable Council Members:

The Library Director requests the release of funds for the printing, bundling, and shipping of the Spring Edition of the Warren Today Activity Guide.

The bid process took place and the Purchasing Department concurred with the Library Director in recommending that ITB-W-1322 be awarded to the low responsible and cost effective bidder, Grand Blanc Printing, Inc., 9449 Holly Road, Grand Blanc, MI 48439 in a total amount not to exceed \$37,660.00.

If approved by your honorable body, Grand Blanc Printing, Inc. will be printing, bundling, and shipping the Spring Edition of the Warren Today Activity Guide to Warren residents under this agreement. The not to exceed amount of \$37,660.00 includes the printing, bundling, and shipping of four issues. Once the first issue has been completed, the City will make the decision as to whether they want to proceed with any additional issues.

Funds for this purchase are available in the following Accounts:

Library	\$18,830.00	271-9271-88011
Parks & Recreation	\$18,830.00	208-9208-88011

Respectfully requested,

Oksana Urban  
Library Director

Read and concur

Mayor Lori Stone



**PARKS AND RECREATION**

5460 ARDEN  
WARREN, MI 48093  
(586) 268-8400  
[www.cityofwarren.org](http://www.cityofwarren.org)

January 6, 2025

To: Mindy Moore, Secretary of Warren City Council

Subject: Printing of the Warren Today Activity Guide

Honorable Council Members:

The Parks and Recreation Director requests the release of funds for the printing, bundling, and shipping of the Spring Edition of the Warren Today Activity Guide.

The bid process took place and the Purchasing Department concurred with the Park and Recreation Director in recommending that ITB-W-1322 be awarded to the low responsible and cost-effective bidder, Grand Blanc Printing, Inc., 9449 Holly Road, Grand Blanc, MI 48439 in a total amount not to exceed \$37,660.00.

If approved by your honorable body, Grand Blanc Printing, Inc. will be printing, bundling, and shipping the Spring Edition of the Warren Today Activity Guide to Warren residents under this agreement. The not to exceed amount of \$37,660.00 includes the printing, bundling, and shipping of four issues. Once the first issue has been completed, the City will make the decision as to whether they want to proceed with any additional issues.

Funds for this purchase are available in the following Accounts:

Library	\$18,830.00	271-9271-88011
Parks & Recreation	\$18,830.00	208-9208-88011

Respectfully requested,

Anthony Casasanta

Parks & Recreation Director

Read and concur

Mayor Lori Stone